

AGREEMENT BETWEEN THRYV, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA

August 9, 2019

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ARTICLE 1
Agreement

- 1.1 This Agreement is made as of August 9, 2019, by and between Thryv, Inc., hereinafter referred to as the "Company" and the Communications Workers of America District 4, hereinafter referred to as the "Union."

ARTICLE 2
Non-Discrimination

- 2.1 The parties affirm their intention that the provisions of this Agreement will be applied without discrimination because of race, color, age, religion, national origin, sex, sexual orientation, mental or physical handicap or veteran status of the employee, or because of activities protected under the National Labor Relations Act. Notwithstanding other provisions of this Agreement, it is not the intention of the parties to restrict employees' rights to pursue claims under discrimination statutes including sexual harassment claims.

ARTICLE 3
Federal and State Laws

- 3.1 Should any valid Federal or State Law, or the final decision or order of any Court or national or state regulatory body of competent jurisdiction specifically affect any provisions of this Agreement, the provision or provisions so affected will be construed as having been changed to conform to the law or decision, and the other provisions of this Agreement will continue in full force.

ARTICLE 4
Union Recognition

- 4.1 The Company recognizes the Communications Workers of America, International Union, affiliated with the AFL-CIO, as the exclusive representative of those Company employees, identified below, excluding supervisory, confidential, managerial, and professional employees, all as defined by law, in a single bargaining unit for purposes of collective bargaining with respect to wage schedules, commissions, hours of work, and other terms and conditions of employment. The bargaining unit shall be known as the "Thryv Midwest Sales Unit" (previously known as the YP Midwest Publishing LLC Unit) and shall include those employees of the Company who are in a job classification and Company work location which is included in the Recognition List furnished to the Union on the execution date of this Agreement, which list is incorporated by reference, and which job classifications also appear in Exhibit A of this Agreement.

The Company agrees to notify the Union and discuss any changes to the Recognition List for the Thryv Midwest Sales Unit. No job classification or Company work location shall be removed from the Thryv Midwest Sales Unit until it has been discussed with the Union.

Recognition also will be extended for any new job classification established in accordance with Article 9, under Job Classifications, and/or job duties which are eligible for union representation in the Thryv Midwest Sales Unit.

If during the term of this Agreement, the Union is certified by the National Labor Relations Board or is recognized by the Company as the collective bargaining representative of Thryv Midwest Sales employees not previously so represented, such employees shall be included in the Thryv Sales Unit and shall be covered by this Agreement upon mutual agreement of the parties.

ARTICLE 5

Management Rights

- 5.1** The Union recognizes the Company's traditional right to manage its business except as specifically limited by this Agreement. Nonetheless, if the Company plans to make any change in the way it manages its business which significantly affects a term(s) and/or condition(s) of employment which is bargainable under the NLRA, and which term(s) and/or condition(s) of employment (or changes thereto) are not otherwise dealt with in this Agreement, the Company will notify the Union in advance of making the change, and provide an opportunity for the Union to meet and negotiate over the change for thirty days prior to the Company's implementation of the change. It is not the intent of the Company to impose financial obligations on employees which will more than minimally reduce the value of their compensation packages (e.g., requiring an employee to expend personal resources on specialized training).
- 5.2** Nothing in this provision is intended to prevent the Company from making a change after negotiation in such situations as described above in paragraph 5.1 and the Union may not take any action forbidden by Article 6.4 or seek to grieve or arbitrate over the change. Notwithstanding the foregoing, the Union may grieve and arbitrate whether any financial obligation imposed on employees by a unilaterally imposed change more than minimally reduces the value of their compensation packages. The Union may also grieve and arbitrate the question of whether the Company provided the Union with the required notice and opportunity to bargain. If the Union arbitrates the issue of inadequate notice and/or inadequate opportunity to bargain and the grievance is sustained, the arbitrator may award a remedy which is appropriate under all the circumstances.

ARTICLE 6

Mutual Responsibilities

- 6.1** The Company and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly and in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement.
- 6.2** Collective Bargaining shall be conducted by the duly authorized bargaining representatives of the Company and the Union.
- 6.2.1** The Company and the Union will be represented by a maximum of five (5) representatives each during bargaining sessions unless mutually agreed otherwise.
- 6.2.2** Collective bargaining shall be conducted at mutually acceptable times and locations.
- 6.2.3** It is the intention of the parties to conduct their negotiations in such a manner as to reach a new agreement on or before the expiration date of this Agreement.
- 6.3** During the term of this Agreement the Company will not conduct any lockout of the Union or any employees subject to this Agreement.

- 6.4** During the term of this Agreement, the Union, its members, agents or representatives, and the employees covered by this Agreement, shall not authorize or engage in any strike, walkout, slowdown, sit-down, or refusal to work. Without limiting any other remedy the Company might have, if any of the above, or any other real interference with work occurs, the Union will make its best effort to end such action as quickly as possible. Except as modified by this provision, it is understood that this provision does not limit the Union, its members, agents, and employees covered by this Agreement from exercising all rights granted them by the National Labor Relations Act.

Without limiting the foregoing, in the event of a dispute (including a bargaining dispute) between the Company and the Union with respect to the Thryv Midwest Sales Unit, there shall be no actions of the type described above taken against any other CWA-represented Company business unit, provided that employees and/or managers of such other business unit are not performing struck work of the Thryv Midwest Sales Unit.

ARTICLE 7

Definitions

- 7.1 Regular Employee** – shall mean an employee, who is hired for continuous employment, accumulates service and is entitled to all the benefits and coverages granted in this Agreement.
- 7.2 Regular Full-time Employee** – shall mean an employee who is normally assigned a work schedule of forty (40) hours per week.
- 7.3 Regular Part-time Employee** – shall mean an employee whose normal assignment of work is less than a normal workweek.
- 7.4 Employee** – shall mean a person who is in the bargaining unit and who performs work for the Company for which they are paid a stated compensation reported on a W-2 form.
- 7.5 Temporary Employee** – shall mean an employee hired for a specific project or a period of time, with the definite understanding that their employment is to terminate upon the completion of the project or at the end of the period, and whose employment is expected to continue for not more than twelve (12) months. A temporary employee is not entitled to the benefits and coverages granted in this Agreement unless such entitlement is expressly stated as applicable to temporary employees.
- 7.6 Occasional Employee** – shall mean an employee who is engaged on a daily basis for a period of not more than three (3) months, in any calendar year, regardless of the length of the daily or weekly assignments. Such individuals are to be treated as employees only on the specific day(s) for which work assignments are scheduled. An occasional employee is not entitled to the benefits and coverages granted in this Agreement unless such entitlement is expressly stated as applicable to occasional employees.
- 7.7 Seniority** – Seniority for bargaining unit positions shall be based on net credited service.
- 7.8 Net Credited Service** – shall mean the length of service (net credited service) the employee earned in YP Holdings/AT&T/Ameritech Publishing, Inc./Thryv, Inc. and that is recognized in the YP Pension Plan.
- 7.9 Business Requirements** – shall mean the requirements, as determined by the Company to accomplish its business.

- 7.10 Shift** – normally shall mean an eight (8)-hour work period.
- 7.11 Normal Workweek** – The normal workweek for regular full-time employees will be forty (40) hours.
- 7.12 Union Representative** – shall mean a person duly designated as such in writing by the Union to Thryv, Inc. Human Resources/Labor Relations.

ARTICLE 8

Common Interest Forum

- 8.1** The Company and the Union share a mutual commitment to the achievement of strategic and revenue growth objectives consistent with the Thryv, Inc. Strategic Plan and the interests of the employees.

A Common Interest Forum will be established for the following purposes:

Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;

Providing a forum for feedback on existing sales policy and to promote an understanding of sales policies and their application (Note: Sales Policy will be a standing agenda item for each Common Interest Forum meeting);

Discussing and reviewing innovative approaches to enhance the competitiveness of the Company and thereby improving employment opportunities;

Discussing problems and concerns associated with health and safety, the needs of work and family life, and training and educational opportunities;

Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or Company environment.

Discussing health care cost containment initiatives (e.g. benefit enrollment roll-outs, wellness programs) that can benefit the Company and the employee by providing quality care and reasonable access while containing costs. This meeting will be held after benefit vendor selection but prior to benefit enrollment.

Equal numbers of key Management and Union persons shall constitute the forum. Meetings will be convened by the parties at mutually agreeable places and times. Otherwise, the members of the forum shall determine its composition, structure, agendas, and operation.

The forum shall meet from time to time as mutually agreed, but no less than twice a year, which meetings are planned for January and June unless otherwise agreed by the parties.

It is the intent that such forum supports, but does not replace, the collective bargaining process and the established contractual conflict resolution procedures.

- 8.2** One Union representative per state (who is also an active employee of the Company) may be excused from work with pay, based on the needs of the business, to attend a Common Interest Forum or other such joint conferences initiated by management and mutually agreed to in advance as such.

- 8.2.1** Pay treatment will be in the same manner as other absences that are excused with pay, e.g., a vacation day, for a maximum of eight (8) hours per session.
- 8.2.2** If more than one Union representative is excused from work for participation, such representative shall be unpaid unless the Director-Labor Relations or the Director-Human Resources has agreed in advance.

ARTICLE 9

Compensation and Job Classifications

Sales Compensation

- 9.1** Thryv, Inc.'s Sales Compensation Plan, which includes Base Pay Ranges, will apply to business advisors in each job title. The Sales Compensation Plan will be implemented in conjunction with Thryv, Inc.'s sales policies as adjusted periodically. Base pay administration will be in accordance with the Company's Merit Pay Plan.
- 9.2** In connection with the Sales Compensation Plan, or any other plan implemented under 9.3 hereof, Management, in its sole judgment, will establish the objectives and commission rates for every sales representative, taking into account such factors as growth objectives, market conditions, product factors, job title and account assignment.
- 9.3** After one (1) year from implementation of the Sales Compensation Plan, Thryv, Inc. reserves the right to change the sales compensation plan design. The Company will provide notice to the Union with respect to any significant changes and an opportunity to bargain for up to thirty (30) days prior to any significant changes taking effect. It is not the intent of the Company to diminish earnings potential with any future changes to plan design, but rather to invest sales compensation dollars wisely to ensure Thryv, Inc.'s revenue and strategic goals are met in an increasingly competitive environment.
- 9.4** If, between six and nine months after the unilateral implementation of any significant change in the plan design (that is, after a reasonable stabilizing period), the Union identifies that the change has resulted in a significant diminution of earnings potential, as defined below, then the Company shall pay a remedy as described below. There shall be no other remedy.
- 9.4.1** A significant diminution in earnings potential is defined as a five percent (5.0%) or more difference in average earnings (base pay plus incentive) for a sales job title across the CWA bargaining unit of the Company's Midwest Sales Unit utilizing the Sales Compensation Plan for which the change has been made, from what would have been earned had the change not been made. To determine the percent change, average earnings for the most recent two (2) full plan quarters for the sales job title(s) and bargaining unit(s) affected by the change in plan design will be compared to average earnings which have been earned by the same population calculated utilizing the plan design prior to the change. For purposes of these calculations, only employees with six months or more in the sales job title at the beginning of the measurement period will be included. The parties acknowledge that comparisons of plans with different components may produce distortions which do not reflect changes in earnings potential. Adjustments will be made to any calculation to avoid any such distortions.
- 9.4.2** If the calculation of the difference defined in 9.4.1 shows a decrease in average earnings of more than five percent (5.0%), then the Company will pay a total remedy, based on a maximum remedy of \$500,000, to be distributed based on performance among the employees affected by the decrease and who are then on the payroll. The amount and distribution of the total remedy will be determined as follows:
1. The number of employees in the sales job title(s) and bargaining unit, where the change resulting in a significant decrease has been implemented, divided by the total

number of business advisors in the CWA bargaining unit of the Company's Midwest Sales Unit utilizing the Sales Compensation Plan equals the percentage of affected employees. The number of employees/business advisors will be determined as of the last day of the comparison period.

2. The percentage of affected employees multiplied by the maximum remedy of \$500,000 equals the total remedy.
3. The total remedy will be distributed based on performance as follows:
 - a. Determine overall performance based on percent to goal during the measurement period for each individual in the affected job title(s) and then multiply each individual's percent to goal by 100.
 - b. Add all points.
 - c. Divide the total remedy dollars by the point total.
 - d. Multiply each individual's point score by the dollars per point.

9.4.3 In the event of a significant diminishment in earnings potential as defined in 9.4.1 above, the parties will negotiate over a further change. If no agreement is reached within thirty (30) days, the Company may implement a plan design it believes will not result in a significant diminishment of earnings potential. Once the plan is implemented then all the provisions of 9.4 will apply except that:

1. If the Union alleges that the implemented plan has resulted in a substantial diminishment in earnings potential, the calculations identified in 9.4.1 will apply utilizing the most recent plan design that did not cause a payment of remedy under 9.4.2 to compare earnings against the implemented plan.
2. The new total remedy to be divided will be the total remedy as determined in 9.4.2 (2) up to \$500,000 plus the total actual earnings diminishment in excess of 5.0% for each group determined to have a significant diminishment under 9.4.1.

9.5 The Company's plan design has used the concept of Total Targeted Compensation. For the purpose of this Agreement, Total Targeted Compensation is the sum of annual base pay plus annual incentive pay for performance levels at 100 percent of the assigned objectives. Total Targeted Compensation at the midpoint of the Base Pay Range for each position is listed in the table below:

	Total Targeted Compensation by Pay Area (Premise mid-point)	
	Pay Area 1	Pay Area 2
Business Advisor	\$81,000	\$90,000
New Business Advisor	\$81,000	\$90,000

Total Targeted Compensation is set out here to provide employees a frame of reference, but it is not guaranteed income or expected average income.

9.6 Changes to sales compensation plans will not be subject to bargaining, grievance and arbitration or other legal challenge, except as provided in 9.3 and 9.4 above.

Any claim of failure to comply with 9.3 and 9.4 shall be subject to arbitration at which the sole remedy, if a violation is established, shall be an order to comply with those sections.

Job Classifications

- 9.7** The Company may establish new job title(s), and review and change existing job duties and title(s), based on the content of the job and the work being performed as deemed necessary.
- 9.8** The job title classification assigned to employees will be in accordance with the preponderance of work duties they are called upon to perform.
- 9.9** Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, it shall proceed as follows:
 - 9.9.1** The Company shall notify the Union in writing of such job title or classification and shall furnish a job description of the duties and the career level with annual base salary range or Wage Progression Schedule determined for such job titles and classifications. Following such notice to the Union, the Company may proceed to staff such job titles or classifications.
 - 9.9.2** The Union shall have the right, within thirty (30) days from the receipt of notice from the Company, to initiate negotiations concerning the career level with annual base salary range or Wage Progression Schedule established by the Company.
 - 9.9.3** If negotiations are not so initiated, or if the parties are unable to reach agreement within sixty (60) days, the career level with annual base salary range or Wage Progression Schedule set by the Company shall remain in effect subject to the exceptions outlined in 9.10.4 and 9.10.5 below applicable only to positions covered by Wage Progression Schedules.
 - 9.9.4** For positions covered by Wage Progression Schedules, if negotiations are initiated pursuant to paragraph (9.10.2), above, and if the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union may, within thirty (30) days of the expiration of the sixty (60) day period for negotiations, request the issue of an appropriate Wage Progression Schedule be submitted for resolution to a neutral third party. Within seven (7) days of such request, each party will submit to the other party its final proposed Wage Progression Schedule, which cannot thereafter be changed.
 - 9.9.5** The neutral third party shall be selected by mutual agreement from among those who possess acknowledged expertise in the area of employee compensation. The parties may submit all evidence deemed relevant to the issue to the neutral third party. At the request of either party, a hearing shall be held to receive such evidence. Any such hearing shall be held within thirty (30) days after the matter is referred to the neutral third party. While it is not intended that such third party undertake a full and complete job evaluation study, he or she shall review other job titles or classifications and their Wage Progression Schedules for comparison purposes and may make an on-site inspection of the work place and conduct a reasonable number of interviews of incumbents. A written decision as to the appropriate Wage Progression Schedule will be rendered by the neutral third party within sixty (60) days of the date that the matter is referred for resolution. In the event that the neutral third party determines that a different Wage Progression Schedule is appropriate, the Wage Progression Schedule shall be placed

in effect retroactive to the date the change or new job was implemented, except that in no event shall the retroactive effect exceed one hundred fifty (150) days. The neutral third party shall have no authority to add to, subtract from, or modify any provisions of this Agreement.

- 9.9.6** The procedures set forth in this Section shall be the exclusive means by which the Union may contest the Wage Progression Schedule which the Company sets for any new job title or classification.
- 9.9.7** The cost of the neutral third party shall be borne equally between the Company and the Union.

ARTICLE 10

Working Practices

10.1 Work Schedules and Shifts

- 10.1.1 A workday is the period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any shift is part of the workday on which such shift begins.
- 10.1.2 A workweek will begin on Sunday at 12:01 A.M. and end on the following Saturday at 12:00 midnight.
- 10.1.3 The normal workweek for regular full-time employees will be forty (40) hours.

10.2 Overtime

- 10.2.1 It is expected that all employees will be available and willing to work hours in addition to their normal work schedule to the extent deemed appropriate and approved by the Company. The Company reserves the right to schedule and assign mandatory overtime, as it deems necessary. Where possible, the Company will provide 24 hours advance notice for such assignments.
- 10.2.2 Overtime will be paid in accordance with the Fair Labor Standards Act as applicable.

10.3 Payroll Adjustments

- 10.3.1 All overpayments or underpayments to an employee will be adjusted in the employee's next paycheck, or as soon as practical, after the matter is reconciled by the Company.

10.4 Promotions and Transfers

- 10.4.1 Employees may submit their requests for transfer or promotion to vacancies in accordance with the Company's defined procedures. The Company will consider relevant factors including job performance, attendance record and experience in determining employees' qualifications for promotions and transfers. Seniority will prevail when qualifications are substantially equal.
- 10.4.2 For a period of six weeks following a promotion, the Company will normally grant an employee's request to retreat to his/her former job title if such position is available.
- 10.4.3 The Company may transfer employees within their job titles or to another job title in the same or lower wage group. The Company will determine the number of employees to be transferred, the qualifications required and which employees have such qualifications. In the event qualifications are substantially equal, seniority will be the determining factor

in the selection of employee(s) to be transferred or downgraded based on preferences of employees.

- 10.4.4 If the employee is transferred or downgraded in accordance with 10.4.3 above, and an opening occurs in the job title and location from where the employee was transferred or downgraded within a period of one year, the Company will first offer the position to the transferred/downgraded employee. This provision does not apply to performance-related demotions.

10.5 Service Quality and Supervisory Observing

- 10.5.1 It is the policy of the Company to conduct Service Quality Observations in full compliance with Federal and State laws. Service Quality Observing includes Service Observing and Supervisory Observing.

10.6 Death in the Immediate Family

- 10.6.1 The Company provides three (3) paid scheduled work days off when there is a death in the employee's immediate family. This time off is provided to attend funeral services, to make funeral arrangements, to settle the estate of the deceased, or to help with family matters associated with the death. Supervisory approval is required for paid time off for death in the family.
- 10.6.2 If the death of an immediate family member occurs on a weekend, the employee is still entitled to three (3) scheduled work days off for participation in the aforementioned funeral activities.
- 10.6.3 If travel or other extenuating circumstances necessitate additional time away from work, up to two (2) additional paid scheduled work days may be granted with supervisory approval.
- 10.6.4 If more than a five-day absence is necessary, supervisors may allow time off without pay as departmental leave, or permit employees to use vacation or personal days to remain in paid status.
- 10.6.5 Immediate family is defined as:
- (a) the employee's spouse
 - (b) the employee's/employee's spouse's child, son or daughter-in-law, grandchild, or great-grandchild
 - (c) the employee's/employee's spouse's step child, foster child or child for whom the individual is the legal guardian
 - (d) the employee's/employee's spouse's parent, step-parent, grandparent, step-grandparent or great-grandparent
 - (e) the employee's brother/sister (including half, adopted and step) or employee's brother-in-law/sister-in-law
 - (f) the employee's/employee's spouse's aunt, uncle, niece or nephew
 - (g) any person who was a bona fide member of the employee's household at the time of death.
- 10.6.6 When death in the family occurs during an employee's vacation, the balance of the vacation can be rescheduled upon the request of the employee and approval of the supervisor. Time off for death in the family need not be consecutive days, but such days must normally be taken within ten days after death. Absences occurring beyond ten (10) days after the death will only be granted in extraordinary circumstances.

10.7 Jury Duty

- 10.7.1 When an employee is required to serve on a jury or is subpoenaed as a witness, if the employee is not a party to the case, the absence will be excused with pay.

ARTICLE 11 Benefits

Uniform Benefits

- 11.1 During the term of this Agreement, Thryv, Inc. management benefits applicable to the Company, including those listed below, will be provided to employees covered by this Agreement and their dependents, as applicable, in the same manner as they are provided to the Company's management employees as they may change from time to time. The Company agrees to notify the Union of any changes in such plans that would materially change the benefits therein, but, the level of benefits, the selection of the insurance carriers, the rates of contribution, the establishment of all terms and conditions and the administration of the benefit plans, shall be the sole responsibility of the Company, and such matters will not be subject to bargaining, grievance and arbitration, or other legal challenge:

- | | |
|-------------------------------------|--|
| ➤ Savings Plan | ➤ Long-term Disability Plan |
| ➤ Cash Balance/Pension Plan | ➤ Adoption Assistance |
| ➤ Medical Plan | ➤ Tuition Assistance |
| ➤ Vision Plan | ➤ Leaves of Absence |
| ➤ Dental Plan | ➤ Severance Program |
| ➤ Flexible Reimbursement Plan (FSA) | ➤ Incidental Absence for Illness or Injury |
| ➤ Life and Accident Insurance Plans | ➤ Health Savings Account (HSA) |
| ➤ Short-term Disability Plan | |

11.2 Benefit plan or program changes:

- 11.2.1 Employees shall become eligible for benefits, subject to plan provisions, beginning with the 31st day of employment following the most recent hire date.
- 11.2.2 The Company percentage contribution to the Employees' 401(k) Savings Plan account as a "match" of the Employee's contribution as defined in the 401(k) Savings Plan will be: \$1 per \$1 up to and including 3% of eligible pay + \$.60 per \$1 up to and including the next 3% of eligible pay. However, if at any time during the term of this Agreement, the Company percentage matching contribution provided to management employees is a greater percentage, these employees will receive the same percentage matching contribution as is provided to management employees.
- 11.2.3 Participation in the YP Pension Plan shall be governed by the rules of the plan and as outlined in two letters between the parties which are contained herein on pages 48 ("Pensions and Benefits") and 49 ("Pensions") of the Agreement.

11.2.4 Short-term Disability:

For the purpose of calculating “base pay” for business advisors approved for payment under the Short-Term Disability Plan, the following will apply:

Length of Employment	“Base Pay”
Less than 12 months	Base plus sales incentives for business advisors for the period of employment as of the end of the payroll month prior to disability. Average earnings do not include amounts such as premiums, shift differentials, bonuses, or awards.
12 months or more	Base plus sales incentives for business advisors for a rolling twelve (12) month period as of the end of the payroll month prior to disability. Average earnings do not include amounts such as premiums, shift differentials, bonuses, or awards.

Illness Days

11.2 Employees shall be granted five (5) days per year for absence due to illness.

11.3.1 Changes to Illness Days will be effective January 1, 2020.

11.3.2 For illness, the use of Illness Days is required before the use of unpaid leave. If an employee’s illness requires absence of greater than five (5) consecutive business days (forty [40] hours), the employee may apply for Short-Term Disability (STD) benefits. The first five (5) business days (forty [40] hours) are considered the “waiting period” under the STD benefit. The time used during the “waiting period” will be deducted from the employee’s Illness Days.

ARTICLE 12 Holidays

12.1 Observed Holidays

- ❖ New Year's Day -January 1
- ❖ Martin Luther King Day – Third Monday in January
- ❖ President's Day – Third Monday in February
- ❖ Memorial Day - Last Monday in May
- ❖ Independence Day - July 4
- ❖ Labor Day - First Monday in September
- ❖ Thanksgiving Day - Fourth Thursday in November
- ❖ Day after Thanksgiving
- ❖ Christmas Day - December 25

- 12.2** When a Holiday falls on a Sunday, it will be observed on the following Monday. When a Holiday falls on a Saturday, it will be observed on the preceding Friday.
- 12.3** When a specified holiday falls within an employee's vacation period, that day is considered a holiday and not a vacation day. The employee is permitted to reschedule the vacation day for a later date.
- 12.4** If a regular, non-exempt employee works on an observed holiday, the employee will receive holiday pay plus pay for time worked on the holiday.
- 12.5** Observed holiday time counts as time worked for the purposes of overtime computation.

ARTICLE 13

Personal Days

- 13.1** Regular employees will be granted two (2) excused paid Personal Days per calendar year.
- 13.2** Personal Days shall be selected by employees within each work group. The employees' selections shall be granted to the extent practicable, consistent with force requirements and the needs of the business.
 - 13.2.1** Employees are expected to provide reasonable advance notice and obtain approval from their supervisors for any requests for their selected personal day(s).
 - 13.2.2** Allotted Personal Days must be taken by the end of the last payroll period of the calendar year.

13.3 Winter Closing

Employees will be excused with pay for the Business days during Winter Closing (the four working days between Christmas and New Year's Day). Employees receiving disability benefit payments or who are on an unpaid leave-of-absence will not receive these paid days. If the Company determines not to close the Business during this period in future years, the four business days will be restored, as appropriate, to the employees as excused paid Personal Days under provisions of this Article 13.

ARTICLE 14 Vacations

Vacation Eligibility

- 14.1** Beginning January 1, 2020, regular employees will accrue vacation days consistent with the following schedule:

Service Bands	Maximum Annual Accrual	Accrual Schedule	Accrual per Pay Period
0 through 3.99 years	10 Days (80 hours)	Accrual begins on hire date and appears in first pay period check following the start date. Employee remains in this band through 3.99 years of service.	3.08 hours
4.0 through 8.99 years	15 Days (120 hours)	Accrual begins when the employee has completed four (4) full years of service. Employee remains in this band through 8.99 years of service.	4.62 hours
9 years and greater	20 Days (160 hours)	Accrual begins when the employee has completed nine (9) full years of service.	6.15 hours

- 14.2** Management will make available to members of the work group a schedule for selection of vacation by seniority. The employees' selections shall be granted, to the extent practicable, consistent with force requirements and the needs of the business.
- 14.3** Eligible employees who resign before taking all of their vacation shall be paid for their unused accrued vacation.
- 14.4** Exempt employees may take Vacation Time in full days or half days. Non-Exempt employees may take Vacation Time in full days, half days, or hourly increments.
- 14.5** Employees may use vacation time before it is accrued up to the amount of their annual accrual. If an employee resigns or is dismissed by the Company, the amount of vacation used in excess of what has been accrued will be deducted from his/her final pay, where allowed by law.
- 14.6** Available Vacation hours must be used concurrently with an approved unpaid leave of absence.

Carryover Vacation

- 14.7** Employees may carry-over up to five (5) vacation days from one calendar year to the next. Vacation days carried over must be taken by December 31st of the calendar year into which they were carried over.

ARTICLE 15 Regular Part-Time

- 15.1** Part-time employees are eligible to receive personal days, holidays and vacation days. Such time-off will be granted in accordance with the appropriate provisions of this Agreement and paid on a

prorated basis as determined by the employees' regularly scheduled hours in a workweek. The proration will be set prior to the start of the part-time assignment. Proration of benefits will be in accordance with the rules and methods stated in the applicable benefit plan documents.

ARTICLE 16

Grievance Procedure

16.1 A grievance is a complaint involving the interpretation or application of any of the provisions of this Agreement or a complaint that an employee or group of employees in the bargaining unit has been unfairly treated or otherwise demoted, suspended or discharged without just cause.

16.2 When an employee has a complaint, he/she should first consult her/his immediate supervisor. If the complaint is not resolved, he/she may then follow the grievance procedure outlined below:

Step 1: The Union shall present the grievance to the employee's supervisor within thirty (30) calendar days of the occurrence. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting. Resolutions achieved at this level will be non-precedent setting and will not be used as evidence or discussed in any grievance/arbitration matter except as it relates to the aggrieved. Furthermore, resolutions shall be final and binding on all involved parties as to that matter.

Step 2: The Union may appeal the Step 1 decision to the next higher level of management. The grievance meeting will occur within five (5) work days unless otherwise agreed by the parties. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting unless the time period is extended by mutual consent. Resolutions achieved at this level will be non-precedent setting and will not be used as evidence or discussed in any grievance/arbitration matter except as it relates to the aggrieved. Furthermore, resolutions shall be final and binding on all involved parties as to that matter.

Step 3: The Union may next appeal the Step 2 decision to the AVP—Labor Relations or a designated representative. The grievance meeting will occur within fourteen (14) calendar days unless otherwise agreed by the parties. A written decision will be rendered within fourteen (14) calendar days of the grievance meeting unless the time period is extended by mutual consent.

16.3 The Company shall pay not more than one (1) Union representative (who is also an active employee of the Company) to attend at each step. No more than two (2) Union representatives who are also employees of the Company may be present at any step. The Union may have a maximum of three (3) representatives at the third step. The number of attendees may be increased by mutual agreement of the parties.

16.4 Grievances must be presented within thirty (30) calendar days of the occurrence which gave rise to the grievance. Notification of appeal shall be in writing at Steps 2 and 3 and shall set forth the act or occurrence grieved, the name or names of employees aggrieved where practical, the contract provision alleged to have been violated, if any, and the remedy requested.

16.4.1 Written appeals to Step 2 must be hand-delivered, sent electronically or faxed, or postmarked via US Mail to the Company representative authorized to handle the grievance within fourteen (14) calendar days following the date of the notice to the Union of the decision reached at Step 1.

16.4.2 Written appeals to Step 3 must be faxed or sent electronically or postmarked via US Mail to the Company representative authorized to handle the grievance within fourteen (14) calendar days following the date of the notice to the Union of the decision reached at Step 2.

- 16.5** Disposition of any grievance not appealed within the specified time limits shall be considered final.

ARTICLE 17

Arbitration

- 17.1** In the event a grievance involving the interpretation or application of any of the provisions of this Agreement is not satisfactorily resolved following the grievance procedure, the Union must request that the matter proceed to arbitration within sixty (60) calendar days following the company's final written reply. Selection of the arbitrator and conduct of the arbitration shall be under the existing labor arbitration rules of the American Arbitration Association unless mutually waived by the parties.
- 17.2** The decision of the arbitrator shall be final and binding upon both parties, and shall not be subject to other legal challenge. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement, nor to rule on any question except whether the Agreement has been violated and if so to provide a remedy.
- 17.3** Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceeding shall be borne equally by the Company and the Union.
- 17.4** Cases involving discipline or discharge of employees may not be submitted to arbitration or other legal challenge for employees with less than twelve (12) months of service.
- 17.5** If the case involves the suspension or discharge of a bargaining unit employee, and if the arbitrator determines to award back pay, the total back pay award shall be limited to a "make whole" concept. Therefore, any back pay award is to be reduced by: all interim earned income; unemployment compensation; termination pay; and Company pension payments; Social Security Disability payments and other similar payments.
- 17.6** Any arbitration case which has not been submitted to the American Arbitration Association within twelve (12) months of the date of initial receipt by the Company of the demand for arbitration will be considered to have been finally disposed of under the provisions of this Article, unless the Company and the Union mutually agree in writing to extend the time period.

ARTICLE 18

Union Business

Agency Shop

- 18.1** All employees who are members of the bargaining unit on the effective date of this Agreement are obligated to tender to the Union amounts equal to periodic dues. All employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to periodic dues applicable to members by the thirtieth day after entering the bargaining unit until the termination of this Agreement.*
- 18.2** The condition of employment specified above shall not apply during periods of formal separations ** from the bargaining unit by any such employee, but shall reapply to such employee on the thirtieth day following his or her return to the bargaining unit.

* Where permitted by law.

** The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than 30 days.

Deduction of Union Dues

- 18.3** The Company will deduct Union membership dues and initiation fees applicable to members and or an amount equal to periodic dues applicable to members from regular paychecks upon written authorization signed by the employee until the authorization is revoked by the employee in writing, or until the employee is formally separated from the bargaining unit. Deductions shall be reinstated within thirty (30) days following the employee's return to the bargaining unit, provided a new authorization is submitted.
- 18.4** The Company will forward to the Union the amount(s) deducted together with supporting information as agreed to by the Company and the Union.
- 18.5** The Union agrees to indemnify the Company against claims that may be made against the Company as a result of the Company's good faith application of this Article.

Absence for Union Business

- 18.6** To the extent that the Company determines that the needs of the business permit, employees who are authorized representatives of the Union will be excused or granted leaves of absence without pay, at the request of an authorized officer of the Union, to attend to the business of the Union. The Union shall make all requests for excused absences or leaves of absence as far in advance as possible and the Company shall act promptly upon each request. Excused absence shall not exceed forty-five (45) days per calendar year, excluding days for bargaining with Thryv, Inc.

Union Bulletin Board

- 18.7** Where it might maintain permanent physical office space for employees covered under this Agreement, the Company agrees to furnish, without charge, space to erect a free access bulletin board of a size approximately 30 by 30 inches. The bulletin board will be furnished by the Union and erected by the Company in a mutually acceptable location(s).
- 18.8** For Virtual employees, a link to the CWA Locals representing employees and the CWA District 4 website will be provided on the Company's Intranet site, currently known as "The 411". The location of the Union's electronic bulletin board on "The 411" shall be determined by the Company with due regard to visibility and accessibility to employees for whom the Union is the recognized representative.
- 18.9** Bulletin boards are to be used exclusively by the Union for posting notices concerning official Union business, or other Union related matters, provided that if anything is posted on those bulletin boards that is considered by the Company to be controversial or derogatory to any individual or organization, the Union agrees to remove such posted matter and if it fails or refuses to do so, such matter may be removed by the Company.

Notifications

- 18.10** The Company will notify the Union in writing when new employees enter the Bargaining Unit. This notice will be made on a monthly basis and will include name, Company e-mail address, Company telephone number, home address (where permitted by law), hire date, job effective date, work location and job title.
- 18.11** The Union will keep the Company fully informed, in writing, on a current basis, of all local Union officers, Union stewards, or Union representatives who may be designated with the responsibility of representing the Union regarding the administration of this Agreement.

- 18.12** The Company will provide the Union written notice of its intent to promote or transfer a Union representative when such promotion or transfer will formerly separate the individual from the bargaining unit.

Union Representation

- 18.13** At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, or at any meeting with an employee for the purpose of conducting an investigatory interview which may lead to discipline of such employee, a Union Representative may be present if the employee so requests. The Company will notify the appropriate Local President of any and all disciplinary actions up to and including termination.
- 18.14** After an employee requests Union representation at an investigatory interview, no questioning will take place until a Union Representative is present at the interview.
- 18.15** If the employee requests to speak privately with the Union Representative upon the Representative's arrival at the meeting, the employee will be permitted to do so.
- 18.16** Recognizing the Company operates its field salesforce in a Virtual environment, and in order to facilitate timely meetings as identified in 18.13, such meetings will be permitted to be held via telephonic or video conferencing. A face-to-face meeting between the parties may be employed by mutual agreement. The meeting method employed will in no-way diminish the effectiveness of representation of the employee by an authorized Union representative.
- 18.17** The provisions of this article will not be used to unduly delay the investigative process.

Union Activity on Company Premises

- 18.18** Neither the Union nor the Locals, their representatives or members, shall conduct Union business or carry on Union activities on Company premises or on Company time. However, Union and Local members who are employees (and authorized representatives of the Union who are not employees of the Company, by mutual agreement of the Company and the Union) may carry on legitimate Union activities outside of working periods in space where no Company operations or administrative work is performed provided that such Union activity shall be limited to small groups of employees and shall not interfere with the operation of the Company or the use of space by other persons or employees for the purposes for which the space is intended.

Union Orientation

- 18.19** Upon release from training (if applicable), otherwise in the first week of employment, a new employee will be introduced to a Local Representative by his/her supervisor for purposes of permitting the Local Representative to provide the employee with information about the Union. As an exception to the provisions of Article 18.18, which prohibit Union activity during work time, the Local Representative and the new employee(s) will be released for up to one-half (½) hour of paid work time, provided the time taken is during the employee's and Local Representative's normal tour. The discussion between the Local Representative and the employee shall be conducted away from space where Thryv, Inc.'s operations or administrative work is performed.
- 18.20** The Company will advise a Local Representative within thirty (30) days of an employee's transfer into a work group.

ARTICLE 19
Reduction in Force

Force Reduction

- 19.1** In the event the Company determines a workforce surplus condition exists, it will at its sole discretion identify employees subject to part-timing, layoff, or both. When identifying employees who are subject to part-timing, layoff, or both, seniority will prevail when employee qualifications are substantially equal. The Company agrees to give the Union ten 10 work days' notice of its intended plan. The Company will release temporary and occasional employees before proceeding with force reduction of regular employees doing similar work in the same location.
- 19.2** The Company agrees, as a "temporary bar," that it will not place managers into job titles or sales positions in the bargaining unit within 30 days before and 90 days after the off-payroll date for a Reduction in Force of employees in the same job titles or sales positions in this bargaining unit.
- 19.3** The Company's Severance Program for Management Employees will be applicable to employees covered by this Agreement and shall be governed by applicable provisions in Article 11.

Re-employment

- 19.4** Subject to the Company's Severance Program (cited above) and the Benefit Plans, the Company will offer re-employment to qualified, laid-off employees before hiring new employees. In the event that individuals' qualifications are substantially equal, seniority will be the determining factor in offering re-employment. This re-employment consideration expires on the one-year anniversary of separation from the Company.

ARTICLE 20
Contract Printing and Distribution

- 20.1** The Company will provide CWA District 4 represented employees a link to access a copy of this Agreement on the Company's Intranet site, currently known as "The 411".
- 20.2** The Company will also provide copies of the contract to the CWA District office in sufficient quantity to meet the requirements of servicing the Agreement.
- 20.3** Printing of the contract will be done by union printers. The Company will bear all costs associated with the printing, shipping and delivery of the contract.
- 20.4** The Company agrees to provide a copy of this contract to the Union in a mutually acceptable electronic format.

ARTICLE 21
Amendments

- 21.1** The entire understanding between the parties is set forth completely in this Agreement. Any amendment to this Agreement or any interpretation of the true intent and meaning of the provisions of this Agreement will be committed to writing and signed by the duly authorized representatives of the parties.

ARTICLE 22
Duration

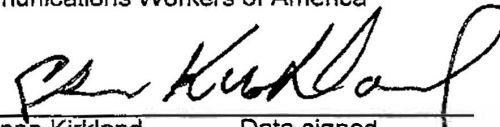
- 22.1** This Agreement is effective August 9, 2019 and shall continue in full force and effect through 11:59 PM, August 20, 2021. Either party desiring to enter into a new Agreement upon the expiration of this Agreement shall give at least sixty (60) days written notice prior to August 20, 2021.
- 22.2** The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement.

Thryv, Inc.




John S. Hanchek Date signed


Communications Workers of America



Shannon Kirkland Date signed



Ralph Vitales Date signed



Monica Hogan Date signed



Robert Bickmire Date signed



Danielle Collier-Brewer Date signed

Date signed

Linda Hinton Date signed

Appendix A

Archived Job Titles:

As a result of changes in the Business, the following job titles are not necessary in this collective bargaining agreement.

- Staff Associate 1
- Staff Associate 2
- Staff Associate 3
- Staff Associate 4
- Service Representative
- Customer Service Specialist
- Field Collector
- Art Technician
- Account Executive Telephone
- New Media Account Executive
- Enterprise Sales Team

In the event the above Titles or Responsibilities in the below listed Departmental Units are Reinstated, this agreement will be opened to negotiate the wage rates for these affected job titles.

1. New Media Sales
2. Telephone Sales – Customer Service
3. Publishing – Publishing & Design Services
4. Publishing – Directory Listing Services
5. Marketing
6. Finance/Real Estate & Facilities Management
7. Sales Operations
 - Sales Operation Staff
 - Pre-Sales Support
 - Market Assignment
 - Commissions

National Sales - & Administrative

National Sales – Enterprise Sales Team (E.S.T.)

Job Titles and Locations

ACTIVE JOB TITLES:

Business Advisor – Premise
New Business Advisor (Previously Digital Sales Executive)

LOCATIONS:

Akron, OH
Cleveland, OH
Columbus, OH
Dayton, OH
Toledo, OH

Detroit, MI
Flint, MI
Saginaw, MI
Grand Rapids, MI
Lansing, MI

Indianapolis, IN
Evansville, IN
Mishawaka, IN

Appendix B

Sales Compensation

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SALES COMPENSATION

The following compensation plan will be effective the first full pay period following the ratification of this Collective Bargaining Agreement.

Earnings for all commissioned sales representatives shall include a basic annual salary paid bi-weekly, commissions, and monthly new sales incentive

I. SALARY

Basic annual salary shall be paid according to the following:

Table A

Job Title	Pay Area 1	Pay Area 2
Business Advisor – (BA)	\$36,000	\$40,000
New Business Advisor (NBA))	\$36,000	\$40,000

Existing BA's and NBA's will be "Red Circled" at their current salary or the salary reflected in Table A for their respective sales channel and Pay Area, whichever is greater. All new hires will be brought in at the salary amounts indicated in Table A for their respective Sales Channel and Pay Area.

Overtime

Overtime will be paid in accordance with the Fair Labor Standards Act as applicable.

II. TOTAL TARGETED COMPENSATION

Total Targeted Compensation is established as follows:

Table B

Job Title	Total Targeted Compensation Pay Area 1	Total Targeted Compensation Pay Area 2
Business Advisor (BA)	\$81,000	\$90,000
New Business Advisor (BA)	\$81,000	\$90,000

Total Targeted Compensation is set out here to provide employee a frame of reference, but it is not guaranteed income or expected average income.

III. COMMISSIONS

The appropriate sales commission rate for all advertising renewed or increased by Business Advisors for all products are shown in the Commission Plan Rates Table C. Accounts associated with the main account will be treated as one (1) advertiser account. Such account treatment will include sales to associated new connects.

Commissions shall be paid on all advertising sold to non-advertisers and new connects, unless associated with existing advertisers, at the "new" commission rate. Those commission rates are shown in the Commission Plan Rates Table C

Commissions will be calculated as the monthly account value multiplied by the appropriate commission rate Commission adjustments for 14/15-month print publication(s) for business advisor roles:

- An evaluation will be completed each year by the company to determine the impact of extended directories (i.e. – 14-month, 15-month print publications).
- The adjustment factor will be applied to the base commission rates=

When market is reassigned from a commissioned employee due to approved attendance at extended training (ten [10] consecutive business days or longer), and/or participation in joint process improvement teams, out of market pay will be calculated at a rate of forty cents (\$0.40) times the revenue reassigned. The out of market pay is subject to approval by the Regional Vice President.

When an existing directory or directories are rescoped or discontinued and these marketplace adjustments change the primary coverage area for the customer, Present Issue (PI) in the existing directory will be the basis for determining all commissions and calculations in the replacement or rescoped directory or directories as follows:

1. If the advertising contract rates in the existing directory are less than or equal to the rates of the replacement or rescoped directory, there will be no adjustment to existing Present Issue (PI).
2. If the advertising contract rates in the existing directory are more than the rates in the replacement or rescoped directory and the amount resold is less than the original PI, the PI will be adjusted to equal Next Issue (NI).
3. When duplication of advertising occurs as a result of a directory rescope, commissions will be paid at the package level as indicated in Item 2, above.

If the directory is new and new advertising is not associated to an existing account, all commission calculations will be paid as new. If the directory is new and advertising sold is associated to an existing account, all commission calculations will be paid on the account package.

Commissions will be computed on an account-by-account (includes all revenue generated at the package level) basis.

The Company will charge back credited or paid commission amounts in the following situations:

- If contracted advertising is not published or fulfilled.
- Errors within the realm of the salesperson's responsibility.
- If the National sales channel supersedes local sales advertising prior to the National Yellow Pages (NYPS) close date.
- If a minimum of one quarter (1/4) of the total advertising revenues are not collected by the Company, due to non-payment by the customer, commissions will be charged back on a pro-rated basis. Commissions will be charged back when the account is referred to a collection agency.

Once the commissions on an account have been charged back and the account has been referred to a collection agency that charges a fee for any recovery, there shall be no reinstatement of commission chargebacks related to the account.

Compensation Cycle

For compensation purposes only, a compensation cycle will be used to calculate renewal, increase and new commissions. The compensation cycle is defined to include all advertising that publishes/fulfills for each customer within that cycle.

Commission Debit Proration

In the event of a commission charge back, the amount to be debited in any one pay period will not exceed 50% of earned commissions that were to be paid for that pay period.

Advanced vs. Earned Commissions

Thryv, Inc. advances all incentive payments. Incentive payments are subject to offsets and are not earned until a sale is final. Thryv, Inc. may advance sales incentive compensation based on sales made to the client through a Business Advisor as such activity is reported in the sales reporting system. Sales incentive compensation advances are subject to adjustments based on post sale order activity. Thryv, Inc. reserves the right to make exceptions to this practice. These payments of estimated incentive compensation are only advanced and are fully recoverable by Thryv, Inc. to the extent Thryv, Inc. later determines that such incentive compensation was not fully "earned", as defined below, or are not payable under the terms of this Plan.

Incentive compensation is not "earned," is not due and shall not vest until the sale is Final. A sale is not deemed Final for incentive compensation purposes unless and until the client advertising is accepted and published, the client performs in accordance with the terms and conditions of the client's contract with Thryv, Inc., the client does not cancel, reduce or refuse to pay for the advertising, and the Business Advisor has complied with Thryv, Inc. policies and procedures, including but not limited to Thryv, Inc. Sales Policy.

Nevertheless, Thryv, Inc. will advance to Business Advisors incentive compensation based upon preliminary sales results. All incentive compensation that is advanced is subject to true-up and true-down and reconciliation with earned incentive compensation (once sales become Final) and thus, incentive compensation that is advanced and that is greater than what the Business Advisor actually earned will be recovered by Thryv, Inc. from the Business Advisor (either from future incentive compensation advances or otherwise). For example, when a client's advertising is

published with an error attributable to the Business Advisor that results in a discount being given to the client, the incentive previously advanced to the Business Advisor on the amount of the discount is not considered to be earned. That portion of the sale did not become Final and associated incentive will be deducted in the next incentive pay cycle.

In the event that an overpayment occurs for any reason, including, but not limited to, adjustments to monthly spend during a client's contract term, the amount owed to Thryv, Inc. will be offset against future sales incentive compensation advances before any further sales incentive compensation is advanced. If necessary, this procedure will continue through the Plan Year. At Plan Year-end, if an overpayment situation occurs or still remains, the debt will continue to be retired by offsets against future sales incentive compensation advances. "If the debt is not retired by the end of the following Plan Year, or if the employee terminates from Thryv, Inc., the employee must retire the debt with payment within thirty (30) calendar days of notification; otherwise Thryv, Inc. will pursue all available and legal remedies under state law to collect the debt owed to Thryv, Inc."

A Business Advisor may at any time make a payment to Thryv, Inc. for reimbursement of the overpayment. The amount owed when a cash payment is made may be the net amount (after taxes and deductions). This arrangement should be coordinated with HR Sales Compensation.- Any overpayment that occurred as a result of fraudulent information or inappropriate/unethical business conduct must be immediately repaid to Thryv, Inc.

SALES DRIVE COMPENSATION COMPONENTS

A. Base Salary

1. Base salary will be paid bi-weekly.
2. Base salary will be the amount specified in the Collective Bargaining Agreement for the specific job title and Pay Area

B. Sales Drive Incentive Compensation

The Sales Drive Incentive Compensation Plan focuses on supporting Renewals, Increases and News/Nons of multi-product sales. Additionally, a BA can qualify for monthly New Customer incentive.

Incentive compensation is advanced bi-weekly according to the sales pay period reporting calendar. Incentive payments are subject to offsets and are not earned until a sale is final.

Sales Incentive Compensation Component Details

Sales Incentive Compensation consists of the following components:

A. Commissions

Business Advisor

- 1) All BA teams (based on designated team locations listed in Appendix A) will be paid a base wage and incentive pay and have been assigned to either Pay Area 1 or Pay area 2.
- 2) Rate bands are assigned by average estimated revenue handle for a location/channel.
- 3) Bi-weekly Commission rates are applied separately to:
 - Renewal
 - Increase
 - New/NonResults classification is determined at a client level
- 4) Commissions are paid bi-weekly on an “as sold” basis, subject to the same restrictions and adjustments as defined in section III “Commissions”.
- 5) All standalone SEM increase & new sales will be paid at the Renewal rate. (25% floor)
- 6) There is a \$10,000 cap on SEM sales and SEM losses are also limited to \$10,000.

Rate Band Revenue Ranges

Business Advisor (BA)

Rate Band A	<\$70,000
Rate Band B	\$70,000 - \$79,999
Rate Band C	\$80,000 - \$89,999
Rate Band D	\$90,000 - \$99,999
Rate Band E	>= \$100,000

Accounting for Greater than 12-Month Print Publications

Example of adjustment calculation for commission rates

Baseline commission rates are adjusted to account for 15-month print publications taking into account how the overall % of revenue is divided between print and digital:

Revenue Split	Print	Digital		
% of Revenue	43%	57%		
EXAMPLE PA 2, Rate Band B	RENEWAL	INCREASE	NEW	
ORIGINAL RATES Business Advisor	0.40	2.10	2.10	
ADJUSTED RATES Business Advisor	0.44	2.33	2.33	
Pub Long Life Impact				
Sale	Mon	Revenue		
\$100	12	\$1,200		
\$100	15	\$1,500		
		125.0%		
Overall Commission Adjustment				
25% multiplied by 43% print revenue =				10.75%

The above methodology was used in the calculation of all commission rates shown in the below commission tables

Table C

Commission Rates – Business Advisor

BUSINESS ADVISOR					
Pay Area 1					
	<u>Rate Band</u>	<u>Renewal</u>	<u>Increase</u>	<u>New</u>	<u>SEM</u>
	A	40%	209%	209%	40%
	B	35%	179%	179%	35%
	C	30%	164%	164%	30%
	D	25%	154%	154%	25%
	E	20%	150%	150%	25%
Pay Area 2					
	<u>Rate Band</u>	<u>Renewal</u>	<u>Increase</u>	<u>New</u>	<u>SEM</u>
	A	44%	233%	233%	44%
	B	39%	199%	199%	39%
	C	33%	183%	183%	33%
	D	28%	172%	172%	28%
	E	22%	166%	166%	25%

Incentive Calculation Examples (Business Advisor – Premise)

Note: All examples, including amounts and rates, are for illustration only. Where appropriate, values are rounded (up/down) to the nearest dollar and percent attainment.

Biweekly Commission Example (BA in Pay Area 2, Rate Band A)

Results	Total NISD	Commission Rate	Commission
Renewal	\$ 500	44%	\$ 220
SEM*	\$ 600	44%	\$ 264
Increase	\$ 200	233%	\$ 466
New/Non	\$ 600	233%	\$ 1,398
Total NISD	\$ 1,900		\$ 2,348

*The SEM product sold in this example was a standalone SEM. The commission is calculated at the renewal rate for the assigned rate band which is 44% in this case.

New Business Advisor

Commission Rates New Business Advisor:

Pay Area	Renewal	Increase	New/Non
1	60%	175%	175%
2	65%	195%	195%

All SEM, both new, increase & renewal outside of a prepackaged bundle will be paid 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Biweekly Commission Example (NBA in Pay Area 2)

Example (NBA-P) Pay Area 2:

	Renewal	Increase	New/Non	Total
Monthly NI	500	290	2,145	2,605
Comm Rate	65%	195%	195%	
Commissions	\$325	\$566	\$4,183	\$5,074

B. Performance Incentive

In addition to the bi-weekly commissions, a BA can also qualify for a monthly New Customer Incentive

- 1) Monthly New Customer Incentive
 - a. Paid every 2 pay periods (13 per year, distinct from Sales Comp Calendar months)
 - b. Incentive amount tiered based on the number of new sales and/or new sales \$
 - c. Minimum \$75 for new customer sale to count

NEW CUSTOMER INCENTIVE

The New Customer Incentive which is paid out every 2 pay periods has two opportunities to achieve new sales Incentive payout:

- If achieve target for New Sales # **OR** \$ target Incentive amount is in “Hit 1” column
- If achieve target for New Sales # **AND** \$ target Incentive amount is in “Hit 2” column

Minimum \$75 for new customer sale to count

If new customer sale includes a Thryv 4.0, it will count as 1.5 sales

Table D

New Customer Incentive Tiers - BUSINESS ADVISOR

PAY AREA 1				PAY AREA 2			
Business Advisor				Business Advisor			
# of New Sales	New Sales \$	Hit 1 Incentive	Hit 2 Incentive	# of New Sales	New Sales \$	Hit 1 Incentive	Hit 2 Incentive
>= 6.5	>= 1,325	1,620	2,025	>= 6.5	>= 1,325	1,800	2,250
6.0	1,225	1,555	1,940	6.0	1,225	1,725	2,160
5.5	1,125	1,485	1,855	5.5	1,125	1,650	2,065
5.0	1,025	1,420	1,770	5.0	1,025	1,575	1,970
4.5	925	1,350	1,690	4.5	925	1,500	1,875
4.0	825	1,285	1,605	4.0	825	1,425	1,785
3.5	725	1,215	1,520	3.5	725	1,350	1,690
3.0	625	1,150	1,435	3.0	625	1,275	1,595
2.5	525	1,080	1,350	2.5	525	1,200	1,500
2.0	425	890	1,115	2.0	425	990	1,225
1.5	325	700	870	1.5	325	775	975
< 1.5	< 325	-	-	< 1.5	< 325	-	-

Month = 2 pay periods

No interpolation between tiers

Table E
New Customer Bonus Tiers For NBA-P by Pay Area:

PAY AREA 1				PAY AREA 2			
Senior Business Advisor				Senior Business Advisor			
# of New Sales	New Sales \$	Hlt 1 Bonus	Hlt 2 Bonus	# of New Sales	New Sales \$	Hlt 1 Bonus	Hlt 2 Bonus
>= 6.5	>= 1,325	1,440	1,800	>= 6.5	>= 1,325	1,585	1,980
6.0	1,225	1,405	1,755	6.0	1,225	1,555	1,945
5.5	1,125	1,345	1,680	5.5	1,125	1,485	1,855
5.0	1,025	1,280	1,600	5.0	1,025	1,415	1,770
4.5	925	1,220	1,525	4.5	925	1,345	1,680
4.0	825	1,155	1,445	4.0	825	1,275	1,595
3.5	725	1,095	1,370	3.5	725	1,210	1,515
3.0	625	1,030	1,290	3.0	625	1,140	1,425
2.5	525	970	1,215	2.5	525	1,070	1,340
2.0	425	780	975	2.0	425	865	1,080
1.5	325	625	780	1.5	325	690	865
< 1.5	< 325	-	-	< 1.5	< 325	-	-

Month = 2 pay periods
 No interpolation between tiers

Definitions

Base Pay

A fixed amount of compensation for a specified position. Base pay does not include compensation such as incentives, bonuses, or awards.

Canvasses

All sales territories are organized into markets and are then divided into sales canvasses. The reasons for establishing sales canvasses include, but are not limited to, resource planning, deadline compliance, client satisfaction, and workflow management.

Client Complaints and Errors

Errors reported on the Client Complaint Sales Report for which negative adjustments to NI revenue are made.

Compensation Plan Year

The Compensation Cycle Year is the grouping of all items that publish or fulfill within a calendar year for the purposes of determining the customer's value for compensation.

For Example

- Product/Items that publish or fulfill in 2019 are part of the 2019 comp year
- Product/Items that publish or fulfill in 2020 are part of the 2020 comp year

Measurement Period

Measurement period is the time frame in which results will be accumulated for incentive calculation.

Next Issue (NI)

NI is defined as a customer's total revenue associated with next published/fulfilled sold products

(print, digital, awareness, etc.) attached to a single compensation cycle (total customer spend).

Pay Period

Pay period is the biweekly calendar period established for reporting incentive compensation related information.

Present Issue (PI)

PI is defined as a customer's total revenue associated with current published/fulfilled products (print, digital, awareness, etc.) attached to a single compensation cycle (total customer spend).

Rounding Convention

Rounding convention is the mathematical expression of numeric information used throughout the sales incentive compensation program. The rounding convention used expresses numbers to the nearest tenth of one percent (e.g. xxx.x%).

Total Contract Value

Total Contract Value is the total value of all products and/or services for the period defined by the Contract.

Threshold

Threshold is the minimal level of performance that must be achieved before incentives are advanced

Transition Pay for Business Advisors

The transition pay for a Business Advisor is intended only for those employees that are new to a commissioned sales position. Employees who are newly assigned to the Business Advisor title will be paid a weekly transition salary equivalent to two (2) times the basic weekly salary. This weekly transition salary will be paid for the first six (6) pay periods completed after assignment to the Business Advisor position. The weekly transition salary will be extended to cover, if applicable, a period of initial training. For purposes of calculating Business Advisor sales compensation for each transition pay period, sales compensation will be calculated based on the basic weekly wage, commissions, and new customer commission. If sales compensation calculated for the pay period exceeds the transition salary received, the employee will be paid the difference in the next pay period or as soon as practical.

At the end of the transition pay periods described above, the salary will be adjusted to the

basic weekly salary listed under Compensation Section I (Salary)

Pay for Temporary Work Assignments

Business Advisors who are assigned to work markets outside their normal designated location shall be paid those rates which apply to the designated location to which they are re-assigned.

If an employee in a commissioned sales position (Business Advisor) is temporarily assigned to a Sales position with a different basic rate of pay and incentive compensation opportunity, earnings shall be calculated in the following manner:

- A. During the temporary assignment the employee will continue to be paid their basic rate of pay from their regular position.
- B. For the work completed during the temporary assignment, incentive compensation (commissions) shall be calculated based on the incentive rates for the temporary position. This amount will be paid in addition to the basic rate of pay.

Appendix C

Letters of Agreement

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Business Tools and Resources

Dear Mr. Kirkland:

In order to provide the best possible service to its customers, the Company provides a wide variety of tools and resources for its business advisors including, office space (where applicable), computers, and where applicable, transportation, communications and miscellaneous expense allowances. This letter will confirm the understanding between the Company and the Union concerning Company provided and/or subsidized automobiles, cellular telephones, and miscellaneous expense reimbursement and/or allowance(s) through the term of this Agreement.

Business advisors will receive a taxable stipend of one-hundred (\$100.00) per bi-weekly payroll period to offset miscellaneous expenses, such as, mobile phone, data package, and office supplies. In order to be eligible for the stipend under this section, the employee must be on the active payroll.

Effective January 1, 2020, business advisors eligible to participate in the automobile plan, in accordance with Thryv, Inc. policy, will be reimbursed for the use of their personal automobile under the Company's Fixed And Variable Reimbursement (FAVR) program governed by Internal Revenue Service Procedures.

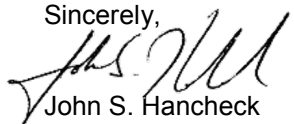
Monthly reimbursements will be determined by the employee's residence zip code and will be based on Company standard vehicle costs. Reimbursement will be in two parts: Fixed—covering the fixed cost of ownership (e.g., depreciation and insurance) and Variable—covering the variable cost of ownership (e.g., fuel and maintenance). The variable reimbursement is based on business mileage logged/captured and reported in a timely manner. To receive the Variable reimbursement, business advisors must maintain detailed mileage logs of actual business miles driven using the Motus Mobile application (app), loaded on the business advisor's smartphone or smart device. The Mobile app is not intended as a tracking device.

Business advisors must be compliant with IRS FAVR rules in order to receive a 100% non-taxed reimbursement.

Expenses incurred for parking or tolls will be reimbursed in accordance with the Company's Expenditure Policy. Business advisors will be reimbursed for other approved reasonable and necessary business expenses in accordance with Company policies. For example, business advisors who have been assigned to work away from their designated virtual office location will be reimbursed for lodging expenses as authorized by management. An employee who stays overnight will receive a per-diem allowance for meals and incidental expenses. The allowance will be paid on days when the employee is authorized to stay overnight. In cases where an employee is authorized for an overnight stay by management but instead chooses to return to their virtual office location, the employee is eligible to receive a per-diem allowance for lunch-only that day.

The per diem allowance will be paid on a city-by-city basis according to Federal per diem rates issued annually. Locations not listed will be paid at the Federal standard rate.

Sincerely,



John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Commission Debit Proration (Commission Charge-Backs)

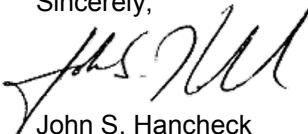
Dear Mr. Kirkland:

This letter confirms our commitment regarding Commission Charge-Backs. This agreement becomes effective the first full sales compensation pay period following ratification of the Tentative Agreement.

In the event of commission charge-backs exceeding \$500, the amount to be debited in any one pay period will not exceed 50% of earned commissions that were to be paid for that pay period, except in a final paycheck when all charge-backs will be deducted.

This agreement shall not apply to incidents of suspected fraud nor to pay plan manipulation by the sales employee.

Sincerely,



John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Consistent Sales Policy and Merit Pay Plan Application

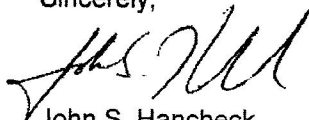
Dear Mr. Kirkland:

This will address concerns raised by the Union regarding consistent application of sales policies and the Merit Pay Plan.

The Company affirms its intention to administer sales policies and the Merit Pay Plan consistently within the bargaining unit. If the Union identifies concerns regarding the application of Sales Policies or the Merit Pay Plan, the Company will meet with the Union to discuss issues raised.

Nothing in this letter negates the Company's right to apply discretion within the parameters of the sales policies and the Merit Pay Plan.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Representative

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Extenuating Circumstances

Dear Mr. Kirkland:

This letter will confirm the Company's commitment to consider extenuating circumstances brought to its attention such as death in family, personal hardship and significant joint Company/Union business, when an employee is faced with severe disciplinary action. Based on review of the circumstances, senior management will determine if an adjustment to the discipline is warranted.

Sincerely,

A handwritten signature in black ink, appearing to read "John S. Hanchek". The signature is stylized with a large, sweeping "J" and "H".

John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

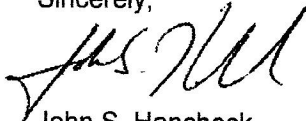
Re: New Products or Services

Dear Mr. Kirkland:

This will confirm the understanding between the Company and the Union regarding new products.

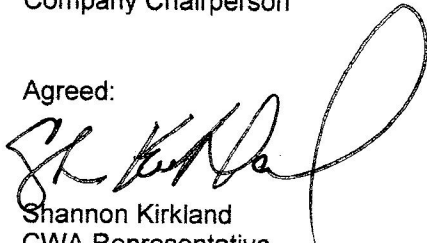
The Company agrees that bargaining unit business advisors will be considered as a channel for new products and services made available by the Company.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Representative

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038


Re: Payroll Deduction of CWA-PAF

Dear Mr. Kirkland:

This letter will confirm our agreement that the Company will provide for CWA-PAF payroll deductions as requested by bargaining unit members upon written authorization signed by the employee, and to remit the amount thus deducted to the CWA. The Union will be responsible for providing its members with proper CWA-PAF payroll deduction authorization cards.

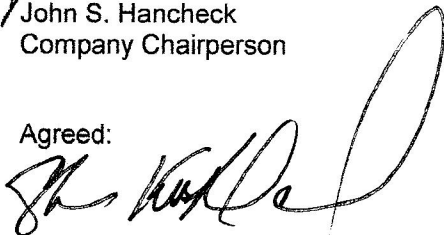
The parties agree the Company assumes no responsibility under this agreement other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to CWA-PAF. The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered by this agreement.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Chairperson

August 9, 2019

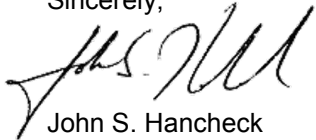
Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Reduction in Force Notification

Dear Mr. Kirkland:

This is to confirm the Company's commitment that in the event of a reduction in force, the Company will notify the Union prior to notifying affected employees. Notice to affected employees will be given in accordance with the Company's reduction in force policy.

Sincerely,

A handwritten signature in black ink, appearing to read "J. S. Hanchek", written over a horizontal line.

John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Sales Objectives Review Meetings

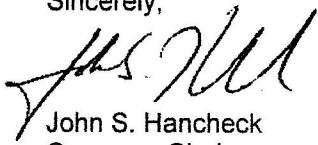
Dear Mr. Kirkland:

This will confirm the understanding between the Company and the Union regarding meetings to review Sales Objectives.

The Company agrees that it will meet with the CWA District Vice President's representative, at the Union's request, twice a year to share information on sales objectives and consider input from the Union.

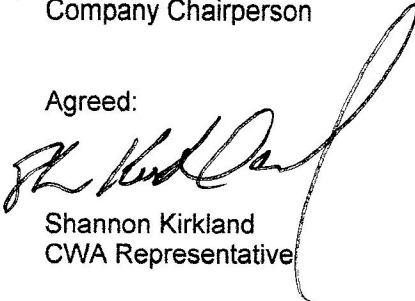
The Company retains the sole right to set objectives as stated in Article 9.2 of the Agreement.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Representative

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

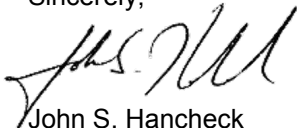
Re: Sales Policy Changes

Dear Mr. Kirkland:

This letter confirms our commitment regarding Sales Policies. This letter becomes effective upon official notice of ratification of the Tentative Agreement.

The Company reserves the right to establish, modify, and implement sales policies and practices. The Company will notify the Union of changes and give the Union the opportunity to provide input. At the conclusion of ten (10) working days after the Company gives notice to the Union, the Company may proceed with implementation. The Company decision on any changes shall be final and shall not be subject to grievance or arbitration. Issues regarding enforcement of Sales Policies shall be subject to the grievance and arbitration of the Parties' Collective Bargaining Agreement. This letter will survive the expiration of that Agreement.

Sincerely,



John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Special Sales Incentives/Rewards

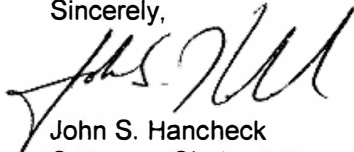
Dear Mr. Kirkland:

This letter will confirm the understanding between the Company and the Union regarding discretionary sales incentives or rewards.

The Company and the Union acknowledge and support programs that recognize and reward superior performance. As has been its practice, the Company, in its sole discretion, may from time to time offer local, regional or other rewards or incentive programs, such as incentive trips and contests, beyond the compensation provided in this Agreement.

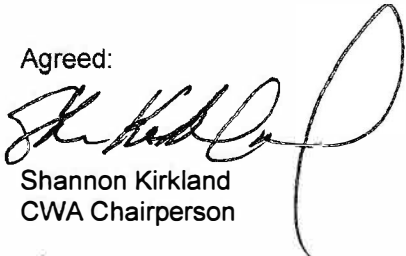
To the extent practicable, the Company will notify the Union in writing of major sales incentive initiatives prior to implementation.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Chairperson

August 9, 2019

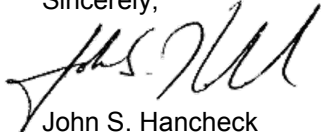
Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Staffing of Temporary Positions

Dear Mr. Kirkland:

This will confirm the Company's commitment to notify the Union prior to staffing positions for specified periods and/or projects. The Company also agrees to provide notice if a temporary employee's assignment exceeds a 12-month period.

Sincerely,



John S. Hanchek
Company Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Tuition Assistance Plan

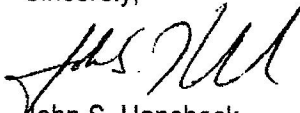
Dear Mr. Kirkland:

This letter will confirm our agreement that Thryv, Inc. will provide Tuition Reimbursement to employees as described in the Thryv, Inc. Tuition Assistance Plan for Management Employees.

The following applies to employees covered by this collective bargaining agreement:

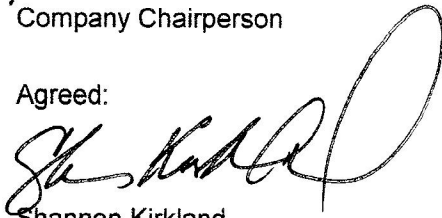
- A maximum tuition assistance reimbursement of \$8,000 per calendar year per employee.
- Employees on a final warning of disciplinary action are not eligible to participate. For purposes of tuition assistance only, a final warning shall expire no later than the end of 12 months from the date of issue.
- All regular full-time employees must have at least eighteen months (18) of continuous service with Thryv Inc. before they are eligible to participate.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Chairperson

August 9, 2019

Mr. Shannon Kirkland
CWA Staff Representative – District 4
Communications Workers of America, AFL-CIO
19176 Hall Road, Suite 230
Clinton Township, MI 48038

Re: Thryv Employee Assistance Program (EAP)

Dear Mr. Kirkland:

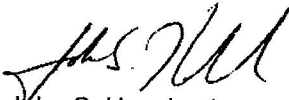
This letter confirms our mutual commitment to provide employees with ongoing information concerning work-life balance and other forms of employee assistance.

The Company and the CWA share a mutual concern for the health and well-being of employees. We recognize that personal situations may occur that negatively impact employees and their families. These situations may include financial, medical, or family related issues, such as drug and alcohol abuse, which often require professional assistance. Thryv offers its employees a wealth of resources designed to assist them in obtaining counseling, treatment, and recovery services, to name a few, through the Thryv Employee Assistance Program (EAP).

The Employee Assistance Program offers employees, their spouses, and their dependents a series of resources to help manage everything from staying healthy, adopting a child to dealing with substance abuse issues. Employees can reach a counselor at 800-858-6714, 24 hours/ 7 days a week, who will provide the caller with up to 6 free face-to-face counseling sessions, and provide resources and assistance with any subsequent treatment or programs the employee may want to pursue. EAP provides employees with a confidential means to discuss very difficult, and sometimes embarrassing, issues with compassion and professionalism.

We believe it is important that our employees are aware of these services and commit to include in our New Employee Orientation and in subsequent periodic communications, the resources available to them and their families.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Shannon Kirkland
CWA Chairperson

January 24, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America,
AFL-CIO 20525 Center Ridge Rd., Suite
700
Cleveland, Ohio 44116

Re: Pensions

The parties agree that YP shall revise the necessary YP Pension Plan documents to reflect that the YP Pension Plan, as successor to the Midwest Program AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, including any early retirement enhanced annuity or subsidy accrual, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

The parties agree that YP shall revise the necessary YP Pension Plan documents to reflect the fact that the YP Pension Plan, as successor to the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

Sincerely,

Gary R. Winkler
YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Staff Representative
Communications Workers of
America 20525 Center Ridge Road
Suite 700
Cleveland, OH 44116 Re:

Pension and Benefits

Dear Ms. Hogan:

Revise the necessary YP Pension Plan documents to reflect that the YP Pension Plan, as successor to the Midwest Program AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, including any early retirement enhanced annuity or subsidy accrual, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

Revise the necessary YP Pension Plan documents to reflect the fact that the YP Pension Plan, as successor to the Bargained Cash Balance Program #2 of the AT&T Pension Benefit Plan, shall be frozen for the purpose of all future service benefit accruals, as of August 11, 2013. Therefore, as of August 11, 2013, there shall be no future service benefit accruals and the monthly benefit accrued per year of service under the Plan, shall be \$0.

To the extent permissible by law, and provided that such transaction will not jeopardize the tax or other legal status of the YP Holdings LLC Pension Fund ("Fund"), nor cause the Fund to incur excessive additional costs, the Fund shall permit Employees covered by the CWA District 4 collective bargaining agreement to roll-over vested benefits into a qualified plan, beginning as soon as practicable, on or after ratification of this Agreement.

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

August 11, 2013

Ms. Monica Hogan
International Representative
Communications Workers of America, AFL-CIO
20525 Center Ridge Rd., Suite 700
Cleveland, Ohio 44116

RE: Bargaining Unit

Seniority Dear Ms. Hogan:

The purpose of this letter is to set forth certain agreements and understandings between the Company and the Union with respect to bargaining unit seniority for those management employees in permanent management titles who are returned from management or transferred out of management into a bargaining unit job classification after the date of this letter.

For the purposes of Article 47, Seniority, of this Agreement and for purposes of scheduling of time off (vacation time, days in lieu of holidays which occur during a scheduled vacation week, excused work days, paid and non-paid, but excluding the Company designated excused work day), bargaining unit seniority shall be defined as follows:

- (a) Bargaining unit seniority for an employee promoted to management and returned to the bargaining unit after one (1) year from the date of promotion to management shall equal the net credited service earned in the bargaining unit. When the employee remains in the bargaining unit two (2) years after the employee's return from management, bargaining unit seniority shall equal net credited service earned in the bargaining unit and management positions.*
- (b) Bargaining unit seniority for an employee hired into a management position and then into the bargaining unit shall equal the net credited service earned in the bargaining unit.*

For all other purposes including the case of an employee promoted to management and returned to the bargaining unit within one (1) year of the date of promotion to management, bargaining unit seniority shall be the same as defined in Article 47, Definitions (Seniority).

Sincerely,

Gary R. Winkler
For YP Midwest Publishing LLC

Monica Hogan
For Communications Workers of America

Appendix D

Total Targeted Compensation Review

Memorandum of Agreement

Between

Thryv, Inc.

And

Communications Workers of America, District 4

TOTAL TARGETED COMPENSATION REVIEW

The parties agree to apply the following Total Targeted Compensation Review process under any sales compensation plan in effect during the 2019 - 2021 Collective Bargaining Agreement:

Definitions

Terms used in this document are defined in this section.

Adjustment Group: The “Adjustment Group” is the group of individual Company employees who are:

- o Eligible Business Advisors (defined below)
- o Or Transferred Business Advisors (defined below)
- o And/or Eligible Business Advisors — FMLA (defined below)

Individuals of the Adjustment Group must be active employees at the time of adjustment distribution.

Calculated Earnings: “Calculated Earnings” of an employee is his/her base pay at midpoint of the applicable Base Pay Range plus his/her actual incentive earnings for the measurement period.

Bargaining Unit: “Bargaining Unit” is the grouping of business advisors at the CWA District 4 Bargaining Unit level

Eligible Business Advisors: “Eligible Business Advisors” are those business advisors in the Region who have:

- o 30 months or more in a Company sales position and 12 consecutive months or more in their then current position (job title and sales division) at the end of the Measurement Period and
- o On-budget days during the Measurement Period of 75% of the available on-budget days to be included in the computation.

Eligible Business Advisors — FMLA: “Eligible Business Advisors — FMLA” are business advisors who would have met the criteria for Eligible Business Advisors except for approved FMLA absence and therefore will be eligible for their prorated portion of the adjustment.

Measurement Period: The “Measurement Period” will be 26 consecutive two-week sales reporting pay periods beginning pay period 1 of each year. A Measurement Period is comprised of a standard 260 on-budget days.

On-Budget: “On-Budget” refers to selling days, i.e., days that carry a sales objective (quota). Holidays, vacations, leave of absence, training, and/or any form of “lost” time are not considered on-budget days.

Prorate Factor: The “Prorate Factor” is calculated by dividing the individual “on-budget” days (including days lost for approved FMLA) by 260 days.

Total Targeted Compensation: “Total Targeted Compensation” is set out in Article 9.5 of the Collective Bargaining Agreement.

Transferred Business Advisors: “Transferred Business Advisors” are business advisors who were in a sales position at the beginning of the Measurement Period, who transfer to another job title within the Company during the Measurement Period, and otherwise who would have met the criteria for Eligible Business Advisors and therefore will be eligible for their prorated portion of the adjustment.

Total Targeted Compensation Application

The Company will manage sales compensation in such a manner to ensure that at least 50% of Eligible Business Advisors will achieve Total Targeted Compensation, subject to the following conditions:

- o Sales compensation will be evaluated at a Bargaining Unit level and will be applicable to all sales job titles.
- o The sum of the New Issue (NI) revenue of the group of Eligible Business Advisors for the Measurement Period must at least equal the sum of the Present Issue (PI) revenue of that group of Eligible Business Advisors for accounts credited during the Measurement Period. If the Company discovers material irregularities in reported PI and associated NI during the closing period that results in qualification or disqualification for an Adjustment Computation, the Company has the right to adjust the reported PI and associated NI from those transactions. PI and associated NI on accounts that are Out-of-Business (OB), National Yellow Page Service (NYPS) transfers, or Bankruptcy (BK) credited during the Measurement Period will not be included in the Total Targeted Compensation Application calculation.
- o Within any Measurement Period, if the Company exercises its authority to change sales policies and/or organize the sales force for the specific purpose of depriving Eligible Business Advisors of an adjustment to which they would otherwise be entitled under the Total Targeted Compensation Review Process by causing NI to be less than PI, the effect of that change or those changes on whether the PI/NI requirement set forth in the above paragraph has been fulfilled shall be ignored.

Compensation Evaluation

Sales compensation evaluation will be computed at the Bargaining Unit level using Calculated Earnings of Eligible Business Advisors for the Measurement Period, as follows:

- o Determine the percentage of Eligible Business Advisors whose Calculated Earnings are greater than or equal to Total Targeted Compensation.
- o If less than 50% of Eligible Sales Representatives achieve Total Targeted Compensation based on Calculated Earnings, then the Company will provide an adjustment as calculated below.

Adjustment Computation

If applicable, the adjustment will be derived at the Bargaining Unit level from Eligible Business Advisors.

- o Computation: Subtract the sum of the Calculated Earnings of the Eligible Business Advisors from the sum of the earnings that those Eligible Business Advisors would have achieved at Total Targeted Compensation. Multiply this difference times 55% to determine the amount of the adjustment to be distributed.

Adjustment Distribution

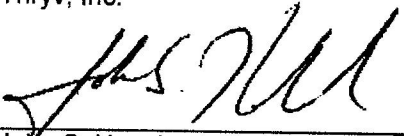
The dollar amount determined under "Computation" will be distributed to employees in the Adjustment Group applying the following steps:

- o Individual Portion: For each member of the Adjustment Group,
 1. Determine the individual's attainment percentage of Total Targeted Compensation by dividing the individual's Calculated Earnings by the Total Targeted Compensation for the respective job (title and pay area).
 2. Multiply the individual's attainment percentage of Total Targeted Compensation times the applicable Prorate Factor to determine each individual's prorated percentage of Total Targeted Compensation.
 3. Sum the individual prorated percentages of Total Targeted Compensation for the Adjustment Group.
 4. Divide each individual's prorated percentage of Total Targeted Compensation by the sum of the individual prorated percentages of Total Targeted Compensation for the Adjustment Group to determine the Individual Portion.
- o Individual Adjustment: Determine the Individual Adjustment by multiplying the Individual Portion by the Computation (amount of adjustment to be distributed).

Any adjustment due and paid under this Memorandum of Agreement (MOA) shall be included in earnings credited under a new compensation plan when making calculations under Article 9.4.1.

If a dispute arises between the two parties in which the language of this MOA and the language of Article 9.5 are in conflict regarding subjects covered by this MOA, the language of this MOA is controlling. Further, the parties agree that disputes arising under this MOA are subject to resolution through the grievance and arbitration procedures.

Thryv, Inc.



John S. Hanchek Date
Company Chairperson

Communications Workers of America



Shannon Kirkland Date
CWA Chairperson

2019 Wellness Program

The Company will continue to offer a Wellness Program for 2019. This Wellness Program is designed to encourage employees and their families to take an active role in managing their health.

The employees covered under this agreement will be offered the same program; subject to the same eligibility requirements and terms and conditions as its management employees.

Highlights:

- DexYP will communicate the program details to all eligible employees.
- The program is designed to help employees manage their personal health and wellbeing with incentives to reward their healthy activities.
- It will be a point based system that will track various activities employees complete including walking steps, sleep habits, nutritional habits, challenges, getting a physical, biometrics, and many more activities.
- Each quarter of the year will be separate and employees can earn money as they accumulate points during each quarter.
- Employees will have option to put what they earn into their HSA, Amazon cash, gift cards, charity donation, etc.
- Virgin Pulse is the wellness vendor platform we will be using.