

**COMMUNICATIONS WORKERS OF AMERICA
DISTRICT 3**

AND

THRYV, INC.

January 28, 2022

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(TO BE UPDATED WITH FINAL PRODUCT)

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**ARTICLE 1
Agreement**

- 1.1 This Agreement is made as of January 28, 2022 by and between the Communications Workers of America (District 3), hereinafter referred to as the “Union” and Thryv, Inc. hereinafter referred to as the “Company.”

**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 parties agree that the Company hereby continues its recognition of the Union, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for supervisors and professional employees as defined in the National Labor Relations Act as amended, and employees regularly performing confidential labor relations duties. The jobs presently within these non-represented categories are listed below.

- 4.1.1 The Company and the Union mutually agree that the bargaining unit employees shall be those with the job titles listed as follows:

- Business Advisor - Premise
- Senior Business Advisor - Premise

- 4.2 As a result of collective bargaining, the parties hereby covenant and agree that the following provisions will remain unchanged and govern their relationship for the duration of this labor agreement.

**ARTICLE 5
Management Rights**

- 5.1 The Union recognizes the Company’s traditional right to manage its business and to establish and require standards of performance, 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 negotiate over the change for a period of fifteen (15) calendar days from that notice. The fifteen (15) calendar day period may be extended by mutual agreement of the parties. At the conclusion of the fifteen (15) calendar days, the Company may proceed with 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 or designer blazers).

- 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. Face to face meetings are preferred. By mutual agreement of the parties, the parties may agree to utilize video conferencing tools to facilitate collective bargaining in the interest of expediting meetings and controlling the expenses for both parties that are inherent with in-person bargaining (travel, meeting space, etc.)
- 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 Bargaining Unit identified in Article 4, 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 this Bargaining 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 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.
- 7.4 Seniority** – Seniority for bargaining unit positions shall be based on the period of service attained by the employee in their most current period of employment with the Company.
- 7.5 Business Requirements** – shall mean the requirements, as determined by the Company to accomplish its business.
- 7.6 Shift** – normally shall mean an eight (8)-hour work period.
- 7.7 Normal Workweek** – The normal workweek for regular full-time employees will be forty (40) hours.
- 7.8 Union Representative** – shall mean a person duly designated as such in writing by the Union to the Company's Human Resources/Labor Relations designee.

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 Company's 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;

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. Face to face meetings are preferred and will be convened by the parties at mutually agreeable places, dates, and times. By mutual agreement of the parties, video conferencing tools may be used to facilitate the meeting in the interest of expediting meetings and controlling the expenses for both parties that are inherent with in-person meetings (travel, meeting space, etc.). 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.

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 (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 AVP-Labor Relations has agreed in advance.

ARTICLE 9 Compensation and Job Classifications

Sales Compensation

- 9.1** The Company's Sales Compensation Plan, which includes Base Pay Ranges, will apply to sales representatives in each job title. The Sales Compensation Plan will be implemented in conjunction with the Company'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, the Company 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 the Company'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%) or more difference in average earnings (base pay plus incentive) for a sales job title across this CWA District 3 Bargaining 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%), then the Company will pay a total remedy, based on a maximum remedy of \$4,000 multiplied by the number of employees in the sales job title(s) in the bargaining unit at the time the calculation is performed, 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(s), where the change resulting in a significant decrease has been implemented, divided by the total number of sales representatives in this CWA Bargaining Unit utilizing the Sales Compensation Plan equals the percentage of affected employees. The number of employees/sales representatives will be determined as of the last day of the comparison period.
2. The percentage of affected employees multiplied by the maximum remedy calculated above 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 the maximum remedy calculated in 9.4.2 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 Sales Compensation 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:

**SALES COMPENSATION PLAN
For Sales Offices in Southeast
Total Targeted Compensation**

Outside Sales Pay Areas

- The business advisor basic annual salaries shall be set by pay areas that are aligned with each individual's specific designated location:

Pay Area 4	Pay Area 3	Pay Area 2		Pay Area 1	
Miami	Atlanta	Charlotte	Asheville	Augusta	Jacksonville
	Ft. Lauderdale	Orlando	Columbia	Columbus	Macon
		Raleigh	Charleston	Greensboro	Melbourne
		Tampa	W. Palm Beach	Greenville	Pensacola
		Wilmington		Panama City	
		Savannah			

- Base Pay Ranges for each premise business advisor position is listed in the table below:

Outside Sales Base Salaries

Pay Area	Business Advisor			Sr. Business Advisor		
	Min	Mid	Max	Min	Mid	Max
1	\$28,800	\$36,000	\$43,200	\$50,400	\$63,000	\$75,600
2	\$32,000	\$40,000	\$48,000	\$56,000	\$70,000	\$84,000
3	\$35,200	\$44,000	\$52,800	\$61,600	\$77,000	\$92,400
4	\$38,400	\$48,000	\$57,600	\$67,200	\$84,000	\$100,800

Outside Sales Target Total Compensation

- **TTC = base pay + annual incentive pay at 100% of assigned objectives**
- **TTC 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	Pay Area 3	Pay Area 4
Sr. Business Advisor	\$117,000	\$130,000	\$143,000	\$156,000
Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000

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

9.7 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

9.8 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.

9.9 The job title classification assigned to employees will be in accordance with the preponderance of work duties they are called upon to perform.

9.10 Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, it shall proceed as follows:

9.10.1 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 determined for such job titles and classifications. Following such notice to the Union, the Company may proceed to staff such job titles or classifications.

9.10.2 The Union shall have the right, within fourteen (14) days from the receipt of notice from the Company, to initiate negotiations concerning the career level with annual base salary range established by the Company.

9.10.3 If negotiations are not so initiated, or if the parties are unable to reach agreement within thirty (30) days of notice to the Union, the career level with annual base salary range set by the Company shall remain in effect.

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 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.

10.8 Virtual Office Privacy Rights

The Company's right to inspect an employee's virtual workspace, including a home office, shall be limited to the inspection of Company-provided equipment. Company access to personal property of an employee, including his/her home, shall be by mutual consent only, and not a condition of employment.

ARTICLE 11 Benefits

Uniform Benefits

11.1 During the term of this Agreement, 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. For the duration of this contract, the Company agrees to provide medical, dental, and vision benefits for bargaining unit members. 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
- Cash Balance/Pension Plan
- Medical Plan
- Vision Plan
- Dental Plan
- Flexible Reimbursement Plan
- Life and Accident Insurance Plans
- Short-term Disability Plan
- Long-term Disability Plan
- Adoption Assistance
- Tuition Assistance
- Leaves of Absence
- Severance Program
- Incidental Absence for Illness or Injury
- Employee Stock Purchase Plan

Transition

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 On-going since Pay Period 1, 2018, 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 The Company will continue to administer the YP Holdings LLC Pension Plan for the benefit of employees who had accrued benefits as of June 30, 2017. The Plan is frozen as of November 30, 2012, and there are no further accruals or additional participants.

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

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

11.3.1 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
- ◆ Juneteenth – June 19
- ◆ 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 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, provided two weeks' notice of an intention to resign has been received by the Company. In its discretion, the Company may allow less than two weeks' notice.

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

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ARTICLE 16
Grievance Procedure

Grievance

Section 1. All complaints or prospective grievances by the union shall normally be taken up informally with the first level of Management in an effort to resolve the matter. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to the Company any complaint, and to have such complaints adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that a Union representative has been given opportunity to be present at such adjustment.

Section 2. A grievance is a complaint by the Union:

- a. Alleging violation of the provisions or application of the provisions of this Agreement.
- b. Alleging that an employee has been discharged, suspended, demoted or otherwise disciplined without just cause.
- c. Alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company.

Any such grievance not addressed or resolved in Section 1. above, which is reduced to writing, setting forth, if applicable, specifically the substance of the grievance and the provision or provisions of the Agreement allegedly violated, delivered by a Union representative to the designated Company representative in accordance with Section 3. following, within forty-five (45) calendar days of the action complained of, shall be considered and handled as a formal grievance. However, the rights of Management, as set forth in this Agreement, and all other inherent rights of Management not expressly limited by a specific provision of this Agreement are vested exclusively in the Company and are not subject to the grievance or arbitration procedures of this Agreement.

Section 3. The formal grievance procedure shall normally consist of two (2) successive steps. Notice of grievance and appeals of decision shall be forwarded in accordance with the following:

STEP 1

The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of written notice of the grievance for the purpose of setting a mutually agreeable meeting date and location. The designated Company representative will provide a decision in writing within ten (10) workdays after completion of the meeting(s) unless mutually agreed otherwise by the parties.

STEP 2

If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed to the designated Company representative, in writing, within thirty (30) workdays after a decision has been rendered at the first step. The designated Company representative shall contact the Union representative within seven (7) workdays of receipt of the written appeal for the purpose of setting a mutually agreeable meeting date and location. The meeting may be done by phone. The designated Company representative will provide a decision in writing within fifteen (15) workdays, after completion of the meeting(s), unless mutually agreed otherwise by the parties.

Section 4. A decision at Step 2 of the formal grievance procedure, as set forth in Section 2., shall be construed as full completion of the formal grievance procedure.

Section 5. After a notice, as set forth in Section 2. above, has been received by the Company, the Company will not attempt to adjust the grievance with any employee or employees involved. Any proposed adjustment will be presented by the Company to the designated Union representative.

Section 6. The Company will keep the Union fully informed, in writing, on a current basis, of the designated Company representatives referenced in Sections 2. and 3. above.

Section 7. Formal grievance meetings shall be held at mutually agreeable times and locations. For the purpose of presenting a grievance, those employees of the Company including the aggrieved employee(s) and the employee representative(s) designated by the Union, who shall suffer no loss in pay for the time consumed in, and necessarily consumed in traveling to and from grievance meetings, shall not be more than two (2) at any level of the grievance procedure.

Section 8. Failure to submit or pursue a grievance under the conditions and within the time and manner stated above shall be construed to be a waiver by the employee and the Union of the formal grievance. Any complaint of this type shall be handled by the Company as an informal grievance on an informal basis. Informal grievances are not subject to arbitration.

Section 9. Any provision in this Article to the contrary notwithstanding, no forms of discipline, including suspension and discharge, of employees with less than thirty (30) days of service with the Company shall be subject to the grievance procedure, provided, however, that the Company may extend said period for an additional thirty (30) days upon written notice to the Union.

Section 10. Grievances which involve true intent and meaning of any provisions of this Agreement may be submitted to the designated Step 2 Company Representative.

ARTICLE 17 Arbitration

Arbitration

Section 1. If at any time a controversy should arise regarding the true intent and meaning of any provisions of this Agreement, including Memoranda of Agreement or other Letters of Understanding interpreting the Agreement in regard to the performance of an obligation hereunder, which the parties are unable to resolve by use of the grievance procedure, the matter may be arbitrated upon written request of either party to this Agreement.

Section 2. If the answer or decision of the Company's representative at the conclusion of Step 2 of the formal grievance procedure, as described in Article 16, is unsatisfactory to the Union, the Union shall, in writing, to the designated Company representative, within sixty (60) calendar days thereafter, request arbitration, if such is desired.

Section 3. The Union shall make its request for arbitration to the American Arbitration Association ("AAA") and request a list of no less than 10 qualified arbitrators. The Company and Union shall strike from the arbitration list provided pursuant to Rule 10 of the AAA Labor Arbitration Rules, however, should the first list not result in the appointment of an arbitrator, the Union shall request a second list, and subsequent lists as necessary. Any costs incurred in the process of selecting an arbitrator will be borne equally by both parties

The compensation and expenses of the arbitrator, and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and

witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement.

Section 4 Any arbitration case which has not been submitted to the AAA 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 agree in writing to extend the time period.

Section 5. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor agreements, whereby all rights not expressly limited by this Agreement are reserved to the Company. The arbitrator shall not have jurisdiction over the rights of Management not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement, or to substitute his/her discretion for that of Management, but shall be limited in power and jurisdiction to determine whether there has been a violation of this Agreement. Back pay and benefits, if awarded, will be limited to one (1) year from the occurrence giving rise to the grievance. In cases where an arbitrator determines to award back pay, it is understood that the back pay award shall be subject to a "make whole" concept and as such shall be reduced by all interim earnings including unemployment compensation, termination pay, Social Security Disability payments and other similar payments.

Section 6. Except where otherwise mutually agreed, failure to submit a matter to arbitration within the times above stated or failure to pursue subsequent steps within the time and in the manner above stated shall constitute a waiver by the employee and the Union of the right to arbitration.

Section 7. Upon the Union's providing the Company with a reasonable period of advance notice, the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant and one Union representative need not clock out if the proceeding occurs during Grievant's and representative's regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall clock out for that purpose.

Section 8. Any provision in this Article to the contrary notwithstanding, no form of discipline, including suspension and discharge, of employees with less than twelve (12) months of service shall be subject to arbitration.

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.
- 18.6** An employee who wishes to cease payment of union dues shall notify the Company's Human Resources department by letter, fax, or email.

Absence for Union Business

- 18.7** 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 the Company.

Union Bulletin Board

- 18.8** The Company agrees to provide a link on its intranet to the Union's virtual bulletin board for CWA District 3 employees.
- 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.
- 18.10** For Virtual employees, a link to the CWA District 3 website will be provided on the Company's Intranet site, currently known as "The 411". The location of the Union's electronic bulletin board(s) shall be determined by the Company with due regard to visibility and accessibility to employees for whom the Union is the recognized representative.

Notifications

- 18.11** 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.

- 18.12** 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.
- 18.13** 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

- 18.14** 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.
- 18.15** After an employee requests Union representation at an investigatory interview, no questioning will take place until a Union Representative is present at the interview.
- 18.16** 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.
- 18.17** The provisions of this article will not be used to unduly delay the investigative process.

Union Activity on Company Time

- 18.18** Neither the Union nor the Locals, their representatives or members, shall conduct Union business or carry on Union activities on Company time.

Union Orientation

- 18.19** A Local Representative is permitted to contact new employees to the bargaining unit to provide the employee with information about the Union. As an exception to the provisions of Article 18.17, 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 the Company'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 a minimum of 24-hour 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's Severance Program outlined in the summary plan description for the Management Employees will be applicable to employees covered by this Agreement and shall be governed by applicable provisions in Article 11.

ARTICLE 20
Contract Printing and Distribution

- 20.1 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 For purposes of union security and grievance/arbitration procedures, this Agreement is effective from January 28, 2022, and shall continue in full force and effect through 5:00 PM, February 11, 2020. 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 February 28, 2025.
- 22.2 The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement.

Thryv, Inc.

Communications Workers of America



John S. Hanchek Date Signed

Kevin Kimber Date Signed



Ralph Vitales Date Signed

Cathy Smith Date Signed

Willard (JR) Rhodes Date Signed

Appendix A

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Appendix B

Performance Improvement Plans

MEMORANDUM OF UNDERSTANDING

Between

THRYV, INC.

And

COMMUNICATIONS WORKERS OF AMERICA

PERFORMANCE IMPROVEMENT PLAN for SALES REPRESENTATIVES

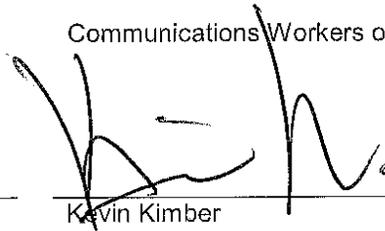
Thryv, Inc. and Communications Workers of America ("CWA") agree as follows:

1. The Company may change the PIP policy as it relates to performance by Sales Representatives after providing the CWA with notice and a reasonable opportunity to meet and negotiate over the change for thirty days prior to implementation.
2. Employees who commence PIPs while in their probationary periods will not be allowed to challenge discharge, demotion or other discipline at arbitration or in any other legal forum. For the purpose of the PIP policy, probationary employees are those who have accumulated less than 18 months in their sales positions following the most recent hire date.
3. As to employees who have completed their probationary periods and are placed in a PIP, the application of "just cause" referenced in Article 16.1 shall only be interpreted to mean that management applied the proper process as set forth in the PIP policy. The Company retains the sole responsibility to set standards of performance unless specified in the PIP policy.
4. The parties acknowledge that there may be circumstances when the Company may determine to demote rather than to terminate employees who fail PIPs. Therefore, in any arbitration in which the Union challenges the type of discipline received by an employee for not meeting performance standards, the Union shall not make any "disparate treatment" claim based on the Company's treatment of other employees.

This Memorandum of Understanding is effective the Sunday following notice of ratification and shall expire with this contract. The parties specifically agree that the terms and conditions set forth in this Memorandum of Understanding shall not survive the expiration of this Memorandum of Understanding unless agreed to by the parties in writing.

Thryv, Inc.

Communications Workers of America



John S. Hanchek

Date signed

Kevin Kimber

Date signed

Appendix C

Letters of Agreement

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Business Tools and Resources

Dear Mr. Kimber:

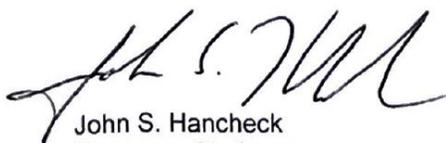
In order to provide the best possible service to its customers, the Company provides a wide variety of tools and resources for its sales representatives including, office space, computers, and where applicable, transportation, communications and miscellaneous expense allowances. This letter will confirm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

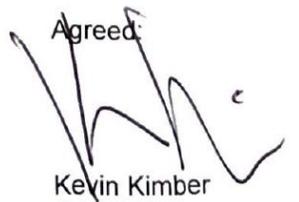
Beginning the first payroll period following official notice of ratification of the Tentative Agreement, those individuals who are working virtually, will receive a taxable stipend of fifty dollars (\$50.00) per bi-weekly payroll period to offset miscellaneous expenses, such as, mobile phone, data package, and office supplies. In order to be eligible for the stipend under this section, the employee must be on the active payroll.

Business Advisers eligible to participate in the automobile plan, in accordance with Thryv, Inc. policy will enroll in the FAVR Plan. Business advisors eligible to participate in the automobile plan must have Company-designated and provided software for mileage capture on their smart device. 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.

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

Agreed

Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Commission Debit Proration (Commission Charge-Backs)

Dear Mr. Kimber:

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.

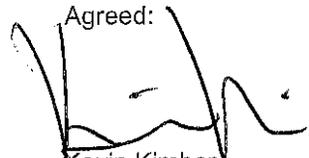
This agreement shall not apply to incidents of suspected fraud nor to pay plan manipulation by the sales employee.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Consistent Sales Policy and Merit Pay Plan Application

Dear Mr. Kimber:

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.

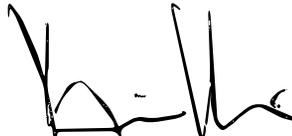
Nothing in this letter negates the Company's right to apply discretion within the parameters of the sales policies and the Merit Pay Plan.

Sincerely,

Agreed:



John S. Hanchek
Company Chairperson



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Extenuating Circumstances

Dear Mr. Kimber:

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,



John S. Hanchek
Company Chairperson



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: New Products or Services

Dear Mr. Kimber:

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

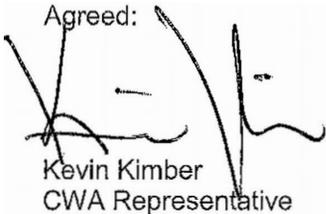
The Company agrees to share information with the Union regarding new products and services made available by the Company and will consider bargaining unit Sales Representative (Business Advisors) as a channel for such products and services.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Sales Objectives Review Meetings

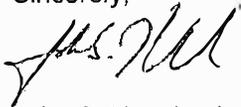
Dear Mr. Kimber:

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 periodically, to share information on sales objectives and consider input from the Union.

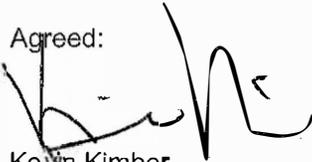
The Company retains the sole right to set objectives as stated in Article 9.2 of the Agreement.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Representative

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Special Sales Incentives/Rewards

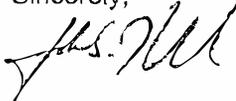
Dear Mr. Kimber:

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.

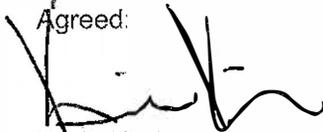
To the extent practicable, the Company will notify the Union in writing of major sales incentive initiatives prior to implementation.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Tuition Assistance Plan

Dear Mr. Kimber:

This letter will confirm our agreement that the Company will provide Tuition Reimbursement to employees as described in the Company's Tuition Assistance Plan for Management Employees.

The following changes become effective upon ratification, for employees covered by this collective bargaining agreement:

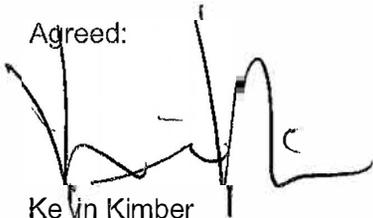
- A maximum tuition assistance reimbursement of \$8,000 per calendar year per employee.
- Employees on a final warning of disciplinary action are not eligible to participate. For purposes of tuition assistance only, a final warning shall expire no later than the end of 12 months from the date of issue.
- All regular full-time employees hired on or after November 16, 2018, must have at least eighteen months (18) of service with the Company before they are eligible to participate.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Employee Assistance Program (EAP)

Dear Mr. Kimber:

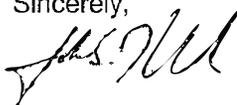
This letter confirms our mutual commitment to provide employees with ongoing information concerning work-life balance and other forms of employee assistance.

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.

The Employee Assistance Program offers employees, their spouses or domestic partners, 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 5 counseling sessions via telephone 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.

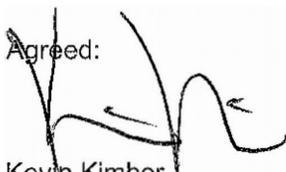
We believe it is important that our employees are aware of these services and commit to include in our New Employee Orientation and in subsequent periodic communications, the resources available to them and their families.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

August 9, 2019

Mr. Kevin Kimber
CWA Staff Representative – District 3
2180 West State Road 434, Suite 1130
Longwood, Florida 32779

Re: Company/Union Trials

Dear Mr. Kimber:

This letter will confirm the commitment between Dex Media, Inc. and the Communication Workers of America regarding trials during the life of this Agreement.

Using mutual gains/interest based bargaining techniques the parties commit to enhancing the partnership and create opportunities to improve the business through trials.

Either party may identify a trial opportunity and bring it to the other party for consideration. The Company and Union, at the bargaining level, will participate in the development and implementation of any such trial. A trial that has been determined to leave a positive impact on customer use/satisfaction, revenue growth, product enhancement, or employee satisfaction may be considered for implementation in other areas or company-wide, as appropriate. The parties agree that any permanent change must be bargained and agreed to by the Company and the Union.

The Company and Union, at the bargaining level will review the overall compensation level of the group of employees involved in a trial to determine if the aggregate payout of the trial canvass was negatively affected by the trial and whether an adjustment to compensation is appropriate.

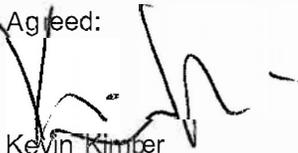
Any initiative that is developed through the trial process will not lead to layoffs or surplus during the life of this agreement.

Sincerely,



John S. Hanchek
Company Chairperson

Agreed:



Kevin Kimber
CWA Chairperson

Appendix D

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Appendix E

Sales Compensation Plan

Sales Compensation Plan

Sales Drive Incentive Plan Premise Business Advisors

Applicable to:

Senior Business Advisor – Premise
Business Advisor - Premise

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 base wages paid bi-weekly, commissions, bonuses, paid time off, overtime pay and contest incentives.

I. Introduction

Features of the Sales Drive Incentive Plan include:

- Simple, single commission rates for renewal, increase, new/non and SEM
- Different rate bands to care for varying revenue handles
- Separate rates and bands based on assigned work location
- Monthly Bonus opportunity for achieving New sales

Consistent with previous sales compensation plans, the Company advances all incentive payments. Incentive payments are subject to offsets and are not earned until a sale is final. The Company 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. The Company reserves the right to make exceptions to this practice. These payments of estimated incentive compensation are only advances and are fully recoverable by the Company to the extent the Company later determines that such incentive compensation were not fully “earned”, as defined below, or are not payable under the terms of this Plan.

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.

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 the Company, the client does not cancel, reduce or refuse to pay for the advertising, and the **business advisor** has complied with Company policies and procedures, including, but not limited to, Sales Policy.

Nevertheless, the Company will advance to Plan Participants 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 Plan Participant actually earned will be recovered by the Company from the Plan Participant (either from future incentive compensation advances or otherwise). For example, when a

client's advertising is published with an error attributable to the Plan Participant that results in a discount being given to the client, the incentive previously advanced to the Plan Participant 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 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 shall not apply to incidents of suspected fraud nor to pay plan manipulation by the sales employee.

A Plan Participant may at any time make a payment to the Company 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 the Company.

II. Plan Description
Compensation Overview

Your total compensation consists of the following components:

- Base Salary
- Sales Incentive Compensation

This document explains all elements of sales incentive compensation. Throughout this document, sample rates, objectives and targets are used to illustrate mechanics of the plans and do not represent actual payouts.

Note that the terms bi-weekly and pay period in the Incentive Compensation sections of this document refer to the sales calendar, as published by Sales Compensation, and not the payroll calendar.

Total Targeted Compensation – Premise

	Total Targeted Compensation by Pay Area (Annual Total)				
	<u>Pay Area 1</u>	<u>Pay Area 2</u>	<u>Pay Area 3</u>	<u>Pay Area 4</u>	<u>Pay Area 5</u>
Sr. Business Advisor	\$117,000	\$130,000	\$143,000	\$156,000	\$169,000
Business Advisor	\$81,000	\$90,000	\$99,000	\$108,000	\$117,000

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

Compensation Components – Premise

A. Base Salary (Premise)

Thryv, Inc.'s Sales Compensation Plan, which includes Base Pay Ranges, will apply to business advisors. The Sales Compensation Plan will be implemented in conjunction with Thryv, Inc. sales policies as adjusted periodically.

1. Base salary will be paid bi-weekly.
2. Base salary will be the amount within the salary band determined for the job title and pay area.

Base Salaries

Pay Area	Business Advisor			Senior Business Advisor		
	Min	Mid	Max	Min	Mid	Max
1	\$28,800	\$36,000	\$43,200	\$50,400	\$63,000	\$75,600
2	\$32,000	\$40,000	\$48,000	\$56,000	\$70,000	\$84,000
3	\$35,200	\$44,000	\$52,800	\$61,600	\$77,000	\$92,400
4	\$38,400	\$48,000	\$57,600	\$67,200	\$84,000	\$100,800
5	\$41,600	\$52,000	\$62,400	\$72,800	\$91,000	\$109,200

B. Sales Incentive Compensation (Premise)

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

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:

1. Commissions

- Rate bands are assigned by average estimated revenue handle for a location
- Mid-year changes in rate bands are rare, but may happen in any one or more of these situations:
 - i. Calculation is off by two or more rate bands
 - ii. Change in budgeted headcount after calculation is completed
 - iii. Market moved to a different sales team

- Bi-weekly Commission rates are applied separately to:
 - i. Renewal
 - ii. Increase
 - iii. New/Non
 - iv. SEM outside of a prepackaged bundle will be paid at the rep's renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Results classification is determined at a client level.

- Commissions are paid bi-weekly on an "as sold" basis, subject to the same restrictions and adjustments as defined in the Sales Policies.
- Adjustment for greater-than 12 month print pubs for BA & SBA roles only:
 - i. An evaluation will be completed annually to determine the impact of greater-than 12 month print pubs and an adjustment factor will be established
 - ii. The adjustment factor will be applied to the base commission rates
- Any adjustment will be determined based on how the revenue is divided between print and digital, as demonstrated by the following example:

2021 Revenue Split		Print	Digital	Pub Long Life Impact			
% of Revenue		26%	74%	Sale	Months	Revenue	
Example PA 2, Rate Band A		RENEWAL	INCREASE	NEW			
ORIGINAL RATES				\$100	12	\$1,200	
Business Advisor		0.40	2.10	2.10	\$100	18	\$1,800
Sr. Business Advisor		0.20	0.95	0.95			150.0%
ADJUSTED RATES				Overall Commission Adjustment			
Business Advisor		0.45	2.37	2.37	50% multiplied by 26% print revenue =		
Sr. Business Advisor		0.23	1.07	1.07	13%		

SAMPLE BANDS

Table 1.1 Business Advisor – Premise Rate Bands (Pay Area 2):

<u>Rate Band</u>	<u>Renewal</u>	<u>Increase</u>	<u>New</u>	<u>SEM I&N</u>
A	45%	237%	237%	45%
B	40%	203%	203%	40%
C	34%	186%	186%	34%
D	28%	175%	175%	28%
E	23%	170%	170%	25%

Note: Rates include greater-than 12-month pub rate factor

SEM outside of a prepackaged bundle will be paid at the rep’s renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Table 1.2 Senior Business Advisor - Premise Rate Bands (Pay Area 2):

<u>Rate Band</u>	<u>Renewal</u>	<u>Increase</u>	<u>New</u>	<u>SEM I&N</u>
A	23%	107%	107%	25%
B	17%	68%	68%	25%
C	11%	62%	62%	25%

Note: Rates include greater-than 12-month pub rate factor

SEM outside of a prepackaged bundle will be paid at the rep’s renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

Table 1.3 Business Advisor - Premise & Senior Business Advisor - Premise Rate Bands:

2022 COL Sales Drive Commission Rates

BUSINESS ADVISOR					SENIOR BUSINESS ADVISOR				
Pay Area 1					Pay Area 1				
Rate Band	Renewal	Increase	New	SEM I&N	Rate Band	Renewal	Increase	New	SEM I&N
A	41%	214%	214%	41%	A	20%	97%	97%	25%
B	36%	183%	183%	36%	B	15%	61%	61%	25%
C	31%	168%	168%	31%	C	10%	56%	56%	25%
D	25%	158%	158%	26%					
E	20%	153%	153%	25%					
Pay Area 2					Pay Area 2				
Rate Band	Renewal	Increase	New	SEM I&N	Rate Band	Renewal	Increase	New	SEM I&N
A	45%	237%	237%	45%	A	23%	107%	107%	25%
B	40%	203%	203%	40%	B	17%	68%	68%	25%
C	34%	186%	186%	34%	C	11%	62%	62%	25%
D	28%	175%	175%	28%					
E	23%	170%	170%	25%					
Pay Area 3					Pay Area 3				
Rate Band	Renewal	Increase	New	SEM I&N	Rate Band	Renewal	Increase	New	SEM I&N
A	50%	261%	261%	50%	A	25%	118%	118%	25%
B	44%	224%	224%	44%	B	19%	75%	75%	25%
C	37%	205%	205%	37%	C	12%	68%	68%	25%
D	31%	193%	193%	31%					
Pay Area 4					Pay Area 4				
Rate Band	Renewal	Increase	New	SEM I&N	Rate Band	Renewal	Increase	New	SEM I&N
A	54%	285%	285%	54%	A	27%	129%	129%	27%
B	47%	244%	244%	47%	B	20%	81%	81%	25%
C	41%	224%	224%	41%	C	14%	75%	75%	25%
D	34%	210%	210%	34%					
E	27%	203%	203%	27%					
Pay Area 5					Pay Area 5				
Rate Band	Renewal	Increase	New	SEM I&N	Rate Band	Renewal	Increase	New	SEM I&N
A	59%	308%	308%	59%	A	29%	140%	140%	29%
B	51%	264%	264%	51%	B	22%	88%	88%	25%
C	44%	242%	242%	44%	C	15%	81%	81%	25%
D	37%	228%	228%	37%					
E	29%	220%	220%	29%					
BA					SBA				
	Rate Band		PI Range			Rate Band		PI Range	
	A		<\$70k			A		<\$200k	
	B		\$70k - \$80k			B		\$200k - \$300k	
	C		\$80k - \$90k			C		>\$300K	
	D		\$90k - \$100k						
	E		>\$100k						

SEM outside of a prepackaged bundle will be paid at the BA/SBA renewal rate, but no lower than 25%. All SEM (renewal, increase & new) will be capped at \$10,000.

2. Performance Bonus (Thryv Software Client/SaaS Revenue)

In addition to the bi-weekly commissions, a BA can also qualify for a monthly New Thryv Client/SaaS Revenue bonus.

- Monthly Thryv Software Client/SaaS Revenue Bonus
 - a. Paid every month (12 per year, distinct from Sales Comp Calendar months)
 - b. Bonus amount tiered based on the number of new Thryv software client sales and/or SaaS revenue \$

- The Monthly Thryv Software Client/SaaS Revenue bonus which is paid out every month has two opportunities to achieve new sales bonus payout:
 - a. If achieve target for New Thryv Software Client # **OR** SaaS revenue \$ target - Bonus amount is in “Hit 1” column
 - b. If achieve target for New Thryv Software Client # **AND** SaaS revenue \$ target - Bonus amount is in “Hit 2” column

Table 1.5 Thryv Software Client/SaaS Revenue Tiers For BA-P By Pay Area:

BUSINESS ADVISOR						
PAY AREA 1						
\$9,000	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$2,625	\$3,281
	7	\$4,830	325%	406%	\$2,438	\$3,047
	6	\$4,140	300%	375%	\$2,250	\$2,813
	5	\$3,450	275%	344%	\$2,063	\$2,578
	4	\$2,760	250%	313%	\$1,875	\$2,344
	3	\$2,070	200%	250%	\$1,500	\$1,875
	2	\$1,380	150%	188%	\$1,125	\$1,406
	1	\$690	75%	94%	\$563	\$703
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 2 \$10,000	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$2,917	\$3,646
	7	\$4,830	325%	406%	\$2,708	\$3,385
	6	\$4,140	300%	375%	\$2,500	\$3,125
	5	\$3,450	275%	344%	\$2,292	\$2,865
	4	\$2,760	250%	313%	\$2,083	\$2,604
	3	\$2,070	200%	250%	\$1,667	\$2,083
	2	\$1,380	150%	188%	\$1,250	\$1,563
	1	\$690	75%	94%	\$625	\$781
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 3 \$11,000	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$3,208	\$4,010
	7	\$4,830	325%	406%	\$2,979	\$3,724
	6	\$4,140	300%	375%	\$2,750	\$3,438
	5	\$3,450	275%	344%	\$2,521	\$3,151
	4	\$2,760	250%	313%	\$2,292	\$2,865
	3	\$2,070	200%	250%	\$1,833	\$2,292
	2	\$1,380	150%	188%	\$1,375	\$1,719
	1	\$690	75%	94%	\$688	\$859
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 4 \$12,000	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$3,500	\$4,375
	7	\$4,830	325%	406%	\$3,250	\$4,063
	6	\$4,140	300%	375%	\$3,000	\$3,750
	5	\$3,450	275%	344%	\$2,750	\$3,438
	4	\$2,760	250%	313%	\$2,500	\$3,125
	3	\$2,070	200%	250%	\$2,000	\$2,500
	2	\$1,380	150%	188%	\$1,500	\$1,875
	1	\$690	75%	94%	\$750	\$938
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 5 \$13,000	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$3,792	\$4,740
	7	\$4,830	325%	406%	\$3,521	\$4,401
	6	\$4,140	300%	375%	\$3,250	\$4,063
	5	\$3,450	275%	344%	\$2,979	\$3,724
	4	\$2,760	250%	313%	\$2,708	\$3,385
	3	\$2,070	200%	250%	\$2,167	\$2,708
	2	\$1,380	150%	188%	\$1,625	\$2,031
1	\$690	75%	94%	\$813	\$1,016	
0	< \$690	0%	0%	\$0	\$0	

Table 1.6 Thryv Software Client/SaaS Revenue Tiers For SBA-P By Pay Area:

SENIOR BUSINESS ADVISOR

PAY AREA 1 \$8,100	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Client	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$2,363	\$2,953
	7	\$4,830	325%	406%	\$2,194	\$2,742
	6	\$4,140	300%	375%	\$2,025	\$2,531
	5	\$3,450	275%	344%	\$1,856	\$2,320
	4	\$2,760	250%	313%	\$1,688	\$2,109
	3	\$2,070	200%	250%	\$1,350	\$1,688
	2	\$1,380	150%	188%	\$1,013	\$1,266
1	\$690	75%	94%	\$506	\$633	
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 2 \$9,000	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Client	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$2,625	\$3,281
	7	\$4,830	325%	406%	\$2,438	\$3,047
	6	\$4,140	300%	375%	\$2,250	\$2,813
	5	\$3,450	275%	344%	\$2,063	\$2,578
	4	\$2,760	250%	313%	\$1,875	\$2,344
	3	\$2,070	200%	250%	\$1,500	\$1,875
	2	\$1,380	150%	188%	\$1,125	\$1,406
1	\$690	75%	94%	\$563	\$703	
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 3 \$9,900	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$2,888	\$3,609
	7	\$4,830	325%	406%	\$2,681	\$3,352
	6	\$4,140	300%	375%	\$2,475	\$3,094
	5	\$3,450	275%	344%	\$2,269	\$2,836
	4	\$2,760	250%	313%	\$2,063	\$2,578
	3	\$2,070	200%	250%	\$1,650	\$2,063
	2	\$1,380	150%	188%	\$1,238	\$1,547
	1	\$690	75%	94%	\$619	\$773
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 4 \$10,800	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$3,500	\$4,375
	7	\$4,830	325%	406%	\$3,250	\$4,063
	6	\$4,140	300%	375%	\$3,000	\$3,750
	5	\$3,450	275%	344%	\$2,750	\$3,438
	4	\$2,760	250%	313%	\$2,500	\$3,125
	3	\$2,070	200%	250%	\$2,000	\$2,500
	2	\$1,380	150%	188%	\$1,350	\$1,688
	1	\$690	75%	94%	\$750	\$938
0	< \$690	0%	0%	\$0	\$0	

PAY AREA 5 \$11,700	New Thryv Client / SaaS Revenue Monthly Bonus Scale					
	# Thryv Clients	SaaS Rev	Hit 1 %	Hit 2 %	Hit 1 \$	Hit 2 \$
	8	\$5,520	350%	438%	\$3,413	\$4,266
	7	\$4,830	325%	406%	\$3,169	\$3,961
	6	\$4,140	300%	375%	\$2,925	\$3,656
	5	\$3,450	275%	344%	\$2,681	\$3,352
	4	\$2,760	250%	313%	\$2,438	\$3,047
	3	\$2,070	200%	250%	\$1,950	\$2,438
	2	\$1,380	150%	188%	\$1,463	\$1,828
	1	\$690	75%	94%	\$731	\$914
0	< \$690	0%	0%	\$0	\$0	

III. Incentive Calculation Examples

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-P in Pay Area 2, Rate Band A)

Results	Total NISD	Commission Rate	Commission
Renewal	\$ 500	45%	\$ 225
SEM*	\$ 600	45%	\$ 270
Increase	\$ 200	237%	\$ 474
New/Non	\$ 600	237%	\$ 1,422
Total NISD	\$ 1,900		\$ 2,391

*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.

Biweekly Commission Example (SBA-P in Pay Area 2, Rate Band A)

Results	Total NISD	Commission Rate	Commission
Renewal	\$ 500	23%	\$ 115
SEM*	\$ 600	25%	\$ 150
Increase	\$ 200	107%	\$ 214
New/Non	\$ 600	107%	\$ 642
Total NISD	\$ 1,900		\$ 1,121

*The SEM product sold new was a standalone SEM. The commission on this SEM sale would be calculated at the minimum rate of 25%.

Definitions

Base Pay

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

BOTS

The Book on the Street (BOTS/PI) value represents the dollar amount of advertising revenue in the current product issue.

Canvass Cycle

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 NISD revenue are made.

Fiscal Year

Fiscal year is the cumulative number of periods defined as a reporting year.

Measurement Period

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

NISD

New Issue Street Directory (NISD/NI) is the dollar amount of advertising revenue sold during the specific sales canvass.

Pay Period

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

Qualifiers

Qualifiers are additional requirements that must be achieved in order to have incentive compensation advanced.

Recurring Revenue

Recurring revenue represents renewal revenue up to the value of the BOTS plus increase over and above the BOTS.

Retention Revenue

Retention revenue is renewal revenue up to the value of the BOTS. This amount is used in the retention revenue incentive calculation.

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%).

Split Sales

When two or more Sales Units/Channels participate in completing a sales transaction, reporting of the transaction will follow the policy as defined in the Sales Policy-Market Assignment Guidelines (SP-MAG) document.

Threshold

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

2022 Wellness Program

The Company and Union agree that in the event the Company offers a Wellness Program for 2022 to its management employees as a component of its 2022 medical plan, 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.