

THRYV FOUNDATION 2020 SMALL BUSINESS COVID-19 GRANT PROGRAM TERMS

April 2020

1. THE COVID-19 GRANT PROGRAM:

The mission of the Thryv Small Business Foundation (“Thryv Foundation”), which has been designated by the IRS as a tax-exempt organization, is furthering small businesses and entrepreneurship in American communities by empowering, educating, developing and investing in the success of small businesses so they can continue to benefit their local communities. To help small and medium-sized businesses (“SMBs”) deal with the financial burdens associated with the economic effects of the COVID-19 pandemic, the Thryv Foundation will, among other things, provide grants to deserving SMBs through its 2020 Small Business COVID-19 Grant Program. Each recipient will receive a grant at least in the amount of \$2,500 (“Grant”).

2. ELIGIBILITY:

The Thryv Foundation Grant Program is open to any eligible for-profit or non-profit small business that is domiciled in the fifty (50) United States or District of Columbia, and whose customers are residents or businesses domiciled in the fifty (50) United States or District of Columbia, and which is currently in operation selling or providing a product or service during the Application Period, and whose independent owner(s)/operator(s) are legal residents of the fifty (50) United States and the District of Columbia. In addition to the foregoing, in order to be considered eligible for this Grant Program, the Applicant (defined below) and the business must meet all of the following criteria, as applicable, and must continue to do so during the entire Grant Program duration:

- a. The business must be currently active, lawful, have all necessary and required licenses and registrations, and be in good standing with any relevant national, state, local, or industry-specific organizations, regulatory authorities, and the IRS;
- b. Applicant/owner must be at least eighteen (18) years of age at the time of Application and be an authorized agent of the registered business;
- c. The business must be a small or medium-sized business, and may not be affiliated with direct seller business. Criteria published by the U.S. Small Business Administration (“SBA”) will be used as a guide in evaluating appropriate business size in the process of determining Grant recipients, but such measures shall not be dispositive, and deviations may be permitted depending on circumstance;
- d. The business may not fall into one of the Thryv or Thryv Leads prohibited business types: providing Services of an “adult” nature (e.g., adult entertainment, escorts, etc.); pharmaceuticals; cannabis or cannabis derivatives; guns/firearms-related services or products; or targeting/servicing customers outside the United States of America;
- e. The Applicant cannot be an employee, former employee, or relative/household member of an employee of Thryv, Inc. or the Thryv Foundation; and
- f. Neither the business itself nor any owner of or investor in the business may be an employee, former employee, or relative/household member of an employee of Thryv, Inc. or the Thryv Foundation.

The Thryv Foundation shall determine, in its sole discretion, whether an applicant meets the eligibility criteria to apply for the Grant Program and shall determine Grant recipients at its sole discretion. Although not a requirement for application, a business’s status as newly-formed, a minority-, woman-, disabled-, or veteran-owned business, and/or whether the business’s community is an economically disadvantaged area will be given some consideration by the Thryv Foundation in selecting the Grant

recipients. The Thryv Foundation's decisions regarding eligibility and all other aspects of the application and selection process are final and binding. This Grant Program is subject to all applicable federal, state, and local laws and regulations, and is void in any geographic locations where prohibited by law.

3. APPLICATION PERIOD:

The Grant Program application submission period begins on March 30, 2020, at 12:00:00 AM Eastern Time (ET) and ends when The Thryv Foundation, in its sole discretion, decides to end the Application Period after awarding at least 40 Grants ("Application Period"). For the sake of clarity, the Thryv Foundation shall award Grants on a rolling basis during the Application Period.

The Thryv Foundation intends to notify the selected Grant recipients and publicly announce the recipients on or before May 15, 2020, however, all notification and announcement dates are subject to change at the Thryv Foundation's sole discretion.

4. HOW TO APPLY:

Limit: one (1) entry per business.

To apply for the Grant Program, applicants ("Applicants") are required to visit the Thryv Foundation website located at www.thryvfoundation.org (the "Grant Application Site") and submit a fully completed application (the "Application") during the Application Period.

Except where prohibited or where non-publication is requested for a specific reason, application for the Grant Program constitutes each Applicant's consent to the publication of her/his/its name, organizational information, address, contact phone number, and website URL, in any media (including, without limitation, the Internet), for any valid purpose of the Thryv Foundation, without compensation.

By applying to the Grant Program and providing an email address, each Applicant grants the Thryv Foundation express permission to send Applicant emails related to the Grant Program, including, but not limited to notification of Grant recipients and follow-up emails in order to gather information related to the fulfillment of the Grant and feedback regarding the Grant Program to be used in the planning and design of future grant programs, as well as for the administrative purpose of the Thryv Foundation. If Applicant provides a mobile phone number for business contact purposes, Applicant expressly consents to the Thryv Foundation contacting Applicant via such mobile number, including via SMS text messaging, for which charges may apply from the Applicant's mobile carrier.

5. SELECTION OF GRANT RECIPIENTS; PROVISION AND ACCEPTANCE OF GRANTS:

There is a limit of one Grant per Applicant per year.

Each Grant recipient selected will be notified by email or phone call prior to any public announcement of the official Grant recipients. Grant recipients may not communicate their Grant-recipient status in any manner until after the Thryv Foundation makes its public announcement of the Grant recipients. By accepting a Grant, Grant recipients grant the Thryv Foundation a perpetual, worldwide, non-exclusive, irrevocable, sublicensable, royalty-free, fully paid up right and license to store, use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from any and all content, images, and logos provided by Grant Recipients (collectively, "Grant Recipient Content") to the Thryv Foundation in connection with the Grant Program and/or the Thryv Foundation. To the extent a Grant Recipient includes or incorporates any materials in its Grant Recipient Content that are or may be subject to a third-party copyright, trademark or other intellectual property or publicity right, Grant Recipient certifies that it has the relevant permissions and consents to

use such materials and to pass on such rights to the Thryv Foundation. In addition, Grant recipients may be featured on the Thryv Foundation website, Thryv Foundation social media channels and in a Thryv Foundation press release. Grant recipients may not issue their own press release without prior approval as to content and timing by the Thryv Foundation.

Grants must be accepted by Grant recipients within seven (7) days of them being notified of their selection, or the Grant may be awarded to another Applicant. A Grant recipient may decline the Grant or waive its right to receive the Grant. Grants are not transferrable and not assignable without the express written consent of the Thryv Foundation. By accepting a Grant, the Grant recipient agrees to (i) only spend Grant funds on business-related expenses, (ii) provide the Thryv Foundation with documents evidencing how all Grant funds were spent within thirty (30) days of being spent, and (iii) provide any other documentation that the Thryv Foundation may reasonably request.

6. DISQUALIFICATION:

The Thryv Foundation reserves the right, in its sole discretion, to disqualify any Applicant at any time that it finds to be tampering with the entry process or the Grant Program; to be acting in violation of these Terms; or to be acting in an inappropriate or disruptive manner or in a manner that reflects poorly on the Thryv Foundation or its parent company, or with intent to annoy, abuse, threaten or harass any other person.

Submitted Entries must be consistent with the Thryv Foundation's mission, strategy and values and the Thryv Foundation reserves the right, in its sole discretion, to reject and/or disqualify any entries at any time that the Thryv Foundation deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on age, race, gender, religion, natural origin, physical disability, sexual orientation or political affiliation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, allegedly affiliated with criminal or illegal activities (e.g. relating to murder, the sales of illegal weapons or drugs, cruelty, abuse, computer hacking, underage drinking, human trafficking, etc.), threatening, harassing, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that contain images, words or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that the Thryv Foundation believes may violate any applicable law or regulation or the rights of any third party or may subject the Grant Program, the Thryv Foundation, or the Thryv Foundation's sponsors to controversy, negative publicity, scorn, or ridicule. Should the Thryv Foundation determine, in its sole discretion, that any announced Grant recipient has violated any of the prohibitions contained in these Terms or should be disqualified for any other reason, the Thryv Foundation shall have no obligation to provide a Grant or continue to provide a Grant to such Applicant.

7. GENERAL RELEASE/LIMITATION OF LIABILITY:

By participating in the Grant Program, each Applicant releases and holds the Thryv Foundation, its parent and sponsor companies and each of their directors, officers, employees, representatives, and agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Grant Program or with the acceptance, possession, use of or defect in any Grant (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). The Thryv Foundation is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of entries or voting in this Grant Program or in the running of this Grant Program. The Thryv Foundation will not be responsible for typographical, printing or other errors in these Terms or in other materials relating to the Grant Program or Application Site.

If for any reason, the Grant Program is not capable of being conducted as planned, including but not limited to by reason of fraud, computer virus, worms, bugs, tampering, unauthorized intervention, technical limitations or failures, human error, mistake or any other cause that in the sole opinion of the Thryv Foundation could compromise, undermine, corrupt or otherwise affect the security, integrity, fairness, administration, or proper conduct of this Grant Program, the Thryv Foundation reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Grant Program at any time and without notice.

Notwithstanding anything set forth above, to the extent that the preceding release is determined by a tribunal of competent jurisdiction to be invalid, unenforceable or void for any reason, each Applicant agrees that, to the fullest extent permitted by law (i) any and all disputes, claims, and causes of action arising out of or in connection with the Grant Program, or any Grant provided shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such Applicant, but in no event attorney's fees and no greater than \$1,000; and (iii) under no circumstances will any Applicant be permitted to obtain any award for, and Applicant hereby waives all rights to claim, incidental, punitive or consequential damages.

8. CONSTRUCTION, WAIVER AND DISPUTE RESOLUTION:

The construction, validity, interpretation and enforceability of these Terms, and all issues and questions relating thereto, along with the rights and obligations of all Applicants and of the Thryv Foundation, shall be governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions. In the event that any provision is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any specific waiver of any obligation hereunder by the Thryv Foundation does not constitute a general waiver of that obligation nor of any other obligation of Applicant.

Any dispute concerning this Grant Program shall be submitted to binding arbitration exclusively in the State of Texas, Tarrant County, within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Terms shall be joined to any other arbitration initiated pursuant to these Terms.