UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
September 30, 2022

YEXT, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-38056**	**20-8059722**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

61 Ninth Avenue
New York, NY 10011
(Address of principal executive offices, including zip code)

(212) 994-3900
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	YEXT	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 30, 2022, Yext, Inc., a Delaware corporation (the "Company"), entered into a cooperation agreement (the "Cooperation Agreement") withLead Edge Public Fund, LP, Lead Edge Capital VI, LP, and Lead Edge Capital V, LP (collectively "Lead Edge").

Pursuant to the Cooperation Agreement, the Company agreed to appoint Evan Skorpen to the board of directors of the Company (the "Board") as a Class I director with a term expiring at the Company's 2024 annual meeting of stockholders.

The Cooperation Agreement also provides for certain "standstill" provisions that restricts Lead Edge and its affiliates from, among other things, acquiring any securities of the Company that would result in Lead Edge and its affiliates having beneficial ownership of more than 15% of the Company's voting securities. The standstill provisions expire on the earlier of (i) the date on which Company next elects a slate of Class I directors or (ii) the two-year anniversary of the date of the Cooperation Agreement. The Cooperation Agreement also requires Mr. Skorpen to tender resignation from the Board if Lead Edge and its affiliates have beneficial ownership of less than 7% of the Company's voting securities.

The foregoing summary of the Cooperation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Cooperation Agreement, a copy of which is attached as Exhibit 10.1 and is incorporated by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The disclosure set forth in Item 1.01 above is incorporated by reference into this Item 5.02.

On September 30, 2022, the Board approved an increase in the number of authorized directors from nine to ten and elected Evan Skorpen as a Class I director to fill the vacancy. Mr. Skorpen's term will expire at the 2024 annual meeting of stockholders.

Evan Skorpen, age 34, has served as a Partner and the public portfolio manager at Lead Edge Capital since September 2018. Prior to that, Mr. Skorpen served as an investor at ValueAct Capital from August 2015 to August 2018 and at Hellman & Friedman from July 2013 to July 2015. Mr. Skorpen holds a B.A. in Mathematics and Economics from Williams College.

Mr. Skorpen is eligible to receive compensation as outlined in the Company's outside director compensation policy described in the Company's proxy statement dated April 29, 2022. Pursuant to this policy, the Company's outside directors are eligible to receive an annual cash retainer based on their general service on the Board and additional cash retainers for participation or serving as chairperson of certain committees of the Board. Under the policy, a non-employee director can elect to receive such cash compensation in the form of equity awards. The Company's outside directors are also eligible to receive equity awards under the Company's 2016 Equity Incentive Plan (the "Plan").

In connection with his election to the Board, Mr. Skorpen has been awarded an initial grant of restricted stock units having a value, as defined under the policy, of $300,000 at the time of grant under the Plan, or 62,370 restricted stock units. This award will vest in approximately equal installments annually over a three-year period, subject to continued service through each vesting date. The Company's outside directors are also entitled to an annual grant of restricted stock or restricted stock units having a value, as defined under the policy, of $150,000 at the time of grant, provided the non-employee director has served on the Company's Board of Directors for at least the preceding six months. This annual award will vest as to 100% of the shares on the one-year anniversary of the date of grant or upon a change of control. The Board has discretion to accelerate or modify such vesting schedule. Finally, the Company reimburses its non-employee directors for all reasonable out-of-pocket expenses incurred in the performance of their duties as directors.

Other than as described in Item 1.01 of this Form 8-K and the Cooperation Agreement, there are no other arrangements or understandings between Mr. Skorpen or any other persons pursuant to which Mr. Skorpen was named a director of the Company. Neither Mr. Skorpen or his immediate family members have any direct or indirect material interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K.

In connection with his election, Mr. Skorpen entered into the Company's standard indemnification agreement for directors and officers.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Cooperation Agreement, dated September 30, 2022, by and among Yext, Inc.,Lead Edge Public Fund, LP, Lead Edge Capital VI, LP, and Lead Edge Capital V, LP
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

YEXT, INC.

By: /s/ Ho Shin

Ho Shin

EVP & General Counsel

Date: October 4, 2022

Exhibit 10.1

EXECUTION VERSION

Yext, Inc.
61 9th Ave
New York, NY 10011

September 30, 2022

Lead Edge Public Fund, LP, Lead Edge Capital VI, LP, and Lead Edge Capital V, LP
c/o Lead Edge Capital Management, LLC
96 Spring Street, 5th Floor
New York, NY 10012
Attention: Evan Skorpen

Ladies and Gentlemen:

This letter (this "**Agreement**") constitutes the agreement between (a) Yext, Inc. ("**Company**") and (b) Lead Edge Public Fund, LP, Lead Edge Capital VI, LP, and Lead Edge Capital V, LP (collectively "**Lead Edge**"). Company and Lead Edge are collectively referred to as the "**Parties**." Lead Edge and each Affiliate (as defined below) and Associate (as defined below) of Lead Edge are collectively referred to as the "**Lead Edge Group**."

1. *Director Appointment.*

(a) Effective as of the date of this Agreement, Company's Board of Directors (the "**Board**") will take all action necessary to, as soon as practicable and consistent with its corporate governance procedures, appoint Evan Skorpen (the "**New Director**") as a Class I director with a term expiring at Company's 2024 Annual Meeting of Stockholders. The time at which the New Director's appointment to the Company's board is effective in accordance with Delaware law shall be referred to herein as the "**Effective Time**".

(b) If at any time after the Effective Time, Lead Edge beneficially owns, controls or otherwise has an ownership interest (as provided below in this Section 1(b)) of less than seven percent (7%) of the then-outstanding Voting Securities (including, for purpose of this calculation, all Voting Securities that a member of the Lead Edge Group has the right to acquire pursuant to the exercise of any rights in connection with any securities or any agreement, regardless of when such rights may be exercised and whether they are conditional and including economic ownership pursuant to a cash settled call option or other derivative security, contract or instrument primarily related to the price of Voting Securities), the New Director shall promptly tender his immediate resignation from the Board. The Board may accept or reject such resignation at its sole discretion.

2. *Maximum Holdings*. During the Restricted Period, Lead Edge will not, and will cause the other members of the Lead Edge Group not to, in any way, directly or indirectly (in each case, except as expressly permitted by this Agreement), acquire, offer, agree or propose to acquire, whether by purchase, tender or exchange offer, through the acquisition of control of another Person, by joining a partnership, limited partnership, syndicate or other group (including a "group" as defined pursuant to Section 13(d) of the under the Securities Exchange Act of 1934 (the "**Exchange Act**")), through swap or hedging transactions, or otherwise, or direct any Person not a party to this Agreement (a "**Third Party**") in the acquisition of, any securities of Company or any rights decoupled from the underlying securities of Company that would result in the Lead Edge Group in the aggregate owning, controlling or otherwise having any beneficial ownership or other ownership interest (as provided below in this Section 2) of more than fifteen percent (15%) (the "**Ownership Limit**") of the then-outstanding Voting Securities (including, for purpose of this calculation, all Voting Securities that a member of the Lead Edge Group has the right to acquire pursuant to the exercise of any rights in connection with any securities or any agreement, regardless of when such rights may be exercised and whether they are conditional and including economic ownership pursuant to a cash settled call option or other derivative security, contract or instrument primarily related to the price of Voting Securities). Notwithstanding the foregoing, no member of the Lead Edge Group shall be deemed to be in non-compliance with this paragraph solely as a result of one or more acquisitions by Company of Voting Securities which, by reducing the number of shares outstanding, increases the relative ownership of the Lead Edge Group for purposes of this paragraph to a percentage that is greater than the Ownership Limit.

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3. *Limitations on Sale.*

(a) Between the Effective Time and the nine-month anniversary of this Agreement, Lead Edge will not sell or otherwise dispose of any Voting Securities.

(b) After the nine-month anniversary of this Agreement, Lead Edge acknowledges that it will not sell or otherwise dispose of any Voting Securities during the Restricted Period except in an amount not exceeding the volume limitations of Rule 144 promulgated under the Securities Act of 1933.

(c) Notwithstanding the foregoing, Lead Edge will not be restricted from selling or otherwise disposing of any Voting Securities during the Restricted Period in connection with an acquisition by any Third Party of more than fifty percent of Company or all or substantially all of Company's assets that is subject to any solicitation of Company's stockholders for approval that is otherwise recommended for approval by the Company's stockholders by the Board, or otherwise in connection with any stock buyback or self-tender offer conducted by Company.

4. *Definitions*. As used in this Agreement, the term (a) "**Person**" will be interpreted broadly to include, among others, any individual, general or limited partnership, corporation, limited liability or unlimited liability company, joint venture, estate, trust, group, association or other entity of any kind or structure; (b) "**Affiliate**" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act and will include Persons who become Affiliates of any Person after the date of this Agreement; (c) "**Associate**" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act and will include Persons who become Associates of any Person after the date of this Agreement, but will exclude any Person not controlled by or under common control with the related Person; (d) "**beneficially own**," "**beneficially owned**" and "**beneficial ownership**" has the meaning set forth in Rule 13d-3 and Rule 13d-5(b)(1) promulgated under the Exchange Act; (e) "**Restricted Period**" means the period from the Effective Time until 11:59 p.m., Eastern time, on the earlier of (i) the date on which Company next elects a slate of Class I directors, which is expected to be Company's 2024 Annual Meeting of Stockholders or (ii) the two-year anniversary of the date of this Agreement; and (f) "**Voting Securities**" means the shares of Company's common stock and any other securities of Company entitled to vote in the election of directors, or securities convertible into, or exercisable or exchangeable for, such shares or other securities, whether or not subject to the passage of time or other contingencies.

5. *Specific Performance*. Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach (or threatened breach) of this Agreement.

6. *Entire Agreement; Binding Nature; Assignment; Waiver.* This Agreement constitutes the only agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. This Agreement binds, and will inure to the benefit of, the Parties and their respective successors and permitted assigns. No Party may assign or otherwise transfer either this Agreement or any of its rights, interests, or

obligations under this Agreement without the prior written approval of the other Party. Any purported transfer requiring consent without such consent is void. No amendment, modification, supplement or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the affected Party, and then only in the specific instance and for the specific purpose stated in such writing. Any waiver by any Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Agreement in the future.

7. *Severability*. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement that is held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, and this Agreement will otherwise be construed so as to effectuate the original intention of the Parties reflected in this Agreement. The Parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

8. *Governing Law; Forum*. This Agreement is governed by and will be construed in accordance with the laws of the State of Delaware. Each of the Parties (a) irrevocably and unconditionally consents to the exclusive personal jurisdiction and venue of the Court of Chancery of the State of Delaware and any appellate court thereof (unless the federal courts have exclusive jurisdiction over the matter, in which case the United States District Court for the District of Delaware and any appellate court thereof will have exclusive personal jurisdiction); (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (c) agrees that it will not bring any action relating to this Agreement or otherwise in any court other than the such courts; and (d) waives any claim of improper venue or any claim that those courts are an inconvenient forum.

9. *Waiver of Jury Trial*. EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. No Party will seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

10. *Third Party Beneficiaries*. This Agreement is solely for the benefit of the Parties and is not enforceable by any other Person.

11. *Counterparts*. This Agreement and any amendments to this Agreement may be executed in one or more textually-identical counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail or by an electronic signature service (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

12. *Headings*. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement.

13. *Termination*. This Agreement shall immediately terminate upon lapsing of the Restricted Period, and no Party shall have any further obligations or liability hereunder, except that the provisions of Sections 6 through 12 and this Section 13 shall survive any such termination.

[*Signature page follows*.]

Very truly yours,

YEXT, INC.

By: /s/ Michael Walrath
Name: Michael Walrath
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date written above:

LEAD EDGE PUBLIC FUND

By: /s/ Mitchell Green
Name: Mitchell Green
Title: Authorized Signatory

LEAD EDGE CAPITAL VI, LP

By: /s/ Mitchell Green
Name: Mitchell Green
Title: Authorized Signatory

LEAD EDGE CAPITAL V, LP

By: /s/ Mitchell Green
Name: Mitchell Green
Title: Authorized Signatory