

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CONVERGYS CORPORATION
(Exact name of registrant as specified in its charter)

Ohio
(State or Other Jurisdiction of Incorporation or Organization)

31-1598292
(I.R.S. Employer Identification Number)

201 East Fourth Street, Cincinnati, OH
(Address of Principal Executive Offices)

45202
(Zip Code)

**Convergys Corporation
2018 Long-Term Incentive Plan**
(Full Title of the Plan)

Jarrold B. Pontius
General Counsel and Chief Administrative Officer
Convergys Corporation
201 East Fourth Street
Cincinnati, OH 45202
(513) 723-7000
(Name, address and telephone number of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company
Emerging growth company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered(1)(2)	Proposed maximum offering price per share(3)	Proposed maximum aggregate offering price	Amount of registration fee
Common shares, no par value	11,578,435	\$22.555	\$261,151,601	\$32,514

(1) Includes (a) 3,000,000 common shares, no par value ("Common Shares"), that are reserved for issuance under the Convergys Corporation 2018 Long-Term Incentive Plan (the "Plan"), plus (b) 6,110,423 Common Shares previously available for grant under the Convergys Corporation Amended and Restated Long Term Incentive Plan (the "Existing Plan"), which will be reserved for issuance under the Plan, plus (c) 2,468,012 Common Shares subject to outstanding awards under the Existing Plan as of April 22, 2018, which, if such awards are forfeited, canceled or terminated without having become vested, will be reserved for issuance under the Plan.

- (2) This Registration Statement also covers an indeterminable number of additional Common Shares as may hereinafter be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (3) Estimated solely for calculating the amount of the registration fee, pursuant to Rules 457(c) and 457(h) under the Securities Act of 1933, as amended (the "Securities Act"), based on the average of the high and low sales prices of the Common Shares as reported on the New York Stock Exchange on May 9, 2018.
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PART I

INFORMATION REQUIRED IN THE 10(a) PROSPECTUS

Information required by Part I of Form S-8 to be contained in the Section 10(a) Prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act, and the “Note” to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents By Reference.

The following documents, filed with the Securities and Exchange Commission (the “SEC”) by Convergys Corporation (the “Company”), are incorporated by reference:

- The Company’s Annual Report on Form 10-K for the year ended December 31, 2017;
- The Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2018;
- The Company’s Current Reports on Form 8-K filed with the SEC on January 3, 2018, January 25, 2018 and April 30, 2018; and
- The description of the Common Shares contained in the Company’s Registration Statement on Form 8-A, filed with the SEC on August 6, 1998, as amended.

In addition, all documents filed by the Company with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered hereby have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the respective dates of the filing of such documents with the Commission (such documents, together with the documents listed above, the “Incorporated Documents”). Nothing in this Registration Statement shall be deemed to incorporate by reference any information furnished under Item 2.02 or Item 7.01 of Form 8-K.

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed Incorporated Document) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof except as so modified or superseded.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

There are no provisions in the Company’s Amended Articles of Incorporation (the “Articles”) by which an officer or director may be indemnified against any liability that he or she may incur in his or her capacity as such. However, the Company’s Amended and Restated Code of Regulations (the “Regulations”) provide that the Company will, to the full extent permitted by Ohio law, indemnify all persons whom it may indemnify under such law.

Section 1701.13(E) of the Ohio Revised Code (the “Ohio Code”) sets forth conditions and limitations governing the indemnification of directors, officers and certain other persons. In general, the Ohio Code authorizes Ohio corporations to indemnify directors, officers and certain other persons from liability if the director, officer or certain other person acted in good faith and in a manner reasonably believed by the director, officer or certain other person to be in or not opposed to the best interests of the corporation, and, with respect to any criminal actions, if the director, officer or certain other person had no reasonable cause to believe his conduct was unlawful. In the case of an action by or on behalf of a corporation, indemnification may not be made (i) if the person seeking indemnification is adjudged liable for negligence or misconduct, unless an appropriate court determines such person is fairly and reasonably entitled to indemnification, or (ii) if liability asserted against such person concerns certain unlawful dividends, distributions and other payments. Section 1701.13(E) provides that to the extent a director, officer or certain other person has been successful on the merits or otherwise in defense of any such action, suit or proceeding, such individual shall be indemnified against expenses reasonably incurred in connection therewith. The indemnification authorized under Ohio law is not exclusive and is in addition to any other rights granted to officers and directors under the articles of incorporation or code of regulations of the corporation or any agreement with directors, officers and certain other persons. A corporation may purchase and maintain insurance or furnish similar protection on behalf of any director, officer or certain other person against any liability asserted against him and incurred by him in his capacity, or arising out of the status, as a director, officer or certain other person, whether or not the corporation would have the power to indemnify him against such liability under the Ohio Code.

The Company also provides liability insurance for its directors and officers for certain losses arising from certain claims and charges, including claims and charges under the Securities Act, that may be made against such persons while acting in their capacities as directors and officers of the Company.

The foregoing descriptions of the Articles, the Regulations and Section 1701.13(E) of the Ohio Code do not purport to be complete and are qualified in their entirety by reference to the Articles, Regulations and the Ohio Code.

Item 7. Exemption From Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Exhibit No. Description

3.1	Amended Articles of Incorporation of the Company. (Incorporated by reference from Exhibit 3.1 to the Company's Form 10-Q filed on May 5, 2010.)
3.2	Amended and Restated Code of Regulations of the Company. (Incorporated by reference from Exhibit 3.1 to the Company's Form 8-K filed on May 2, 2011.)
5.1*	Opinion of Thompson Hine LLP.
10.1	Convergys Corporation 2018 Long-Term Incentive Plan. (Incorporated by reference from Exhibit 10.1 to the Company's Form 8-K filed on April 30, 2018.)
10.2*	Form of Time-Based Restricted Stock Unit Award Agreement (Employees) under the Convergys Corporation 2018 Long-Term Incentive Plan.
10.3*	Form of Performance-Based Restricted Stock Unit Award Agreement (Employees) under the Convergys Corporation 2018 Long-Term Incentive Plan.
10.4*	Form of Time-Based Restricted Stock Unit Award Agreement (Non-Employee Directors) under the Convergys Corporation 2018 Long-Term Incentive Plan.
23.1*	Consent of Thompson Hine LLP (included in Exhibit 5.1).
23.2*	Consent of Ernst & Young LLP.
24.1*	Powers of Attorney (included on the signature pages hereto).

* Filed herewith

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that subparagraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for the purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement, if any, shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to trustees, directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 6 of this Registration Statement, or otherwise (other than insurance), the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a trustee, director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such trustee, director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cincinnati, State of Ohio, on this 9th day of May, 2018.

CONVERGYS CORPORATION

By: /s/ Andrew A. Farwig
Andrew A. Farwig
Corporate Secretary

The undersigned officers and directors of Convergys Corporation hereby severally constitute and appoint Andre S. Valentine and Jarrod B. Pontius, and each of them, his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, severally, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each said attorneys-in-fact and agents, or any of them or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities indicated on the 9th day of May, 2018.

<u>Signature</u>	<u>Title</u>
<u>/s/ Andrea J. Ayers</u> Andrea J. Ayers	Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Andre S. Valentine</u> Andre S. Valentine	Chief Financial Officer (Principal Financial Officer)
<u>/s/ Taylor C. Greenwald</u> Taylor C. Greenwald	Senior Vice President and Controller (Chief Accounting Officer)
<u>/s/ Cheryl K. Beebe</u> Cheryl K. Beebe	Director
<u>/s/ Richard R. Devenuti</u> Richard R. Devenuti	Director
<u>/s/ Jeffrey H. Fox</u> Jeffrey H. Fox	Chairman
<u>/s/ Joseph E. Gibbs</u> Joseph E. Gibbs	Director
<u>/s/ Joan E. Herman</u> Joan E. Herman	Director

/s/ Robert E. Knowling, Jr.

Robert E. Knowling, Jr.

Director

/s/ Thomas L. Monahan III

Thomas L. Monahan III

Director

/s/ Ronald L. Nelson

Ronald L. Nelson

Director

EXHIBIT INDEX

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24.1*	<u>Powers of Attorney (included on the signature pages hereto).</u>

* Filed herewith

OPINION OF COUNSEL

THOMPSON HINE LLP

May 9, 2018

Convergys Corporation
201 East Fourth Street
Cincinnati, Ohio 45202

Ladies and Gentlemen:

We have acted as special counsel to Convergys Corporation, an Ohio corporation (the "Company"), in connection with the filing with the Securities and Exchange Commission on the date hereof of a Registration Statement on Form S-8 (the "Registration Statement") registering the offer and sale from time to time of up to 11,578,435 of the Company's common shares, no par value (the "Common Shares"), pursuant to the Convergys Corporation 2018 Long-Term Incentive Plan (the "Plan").

We have examined such documents as we have deemed necessary or appropriate to enable us to render this opinion, including: (a) the Amended and Restated Articles of Incorporation and Code of Regulations of the Company, (b) the Plan, (c) the Registration Statement, and (d) corporate records and proceedings of the Company.

Based upon the foregoing and subject to the qualifications set forth herein, it is our opinion that, upon issuance or delivery of the Common Shares from time to time pursuant to the terms of the Plan and awards granted under the Plan, the Common Shares will be, when so issued or delivered, validly issued, fully paid and non-assessable.

This opinion is limited to the specific issues addressed herein. This opinion is based upon currently existing laws, rules, regulations and judicial decisions, and we disclaim any obligation to advise you with respect to any changes that may occur after the date of this opinion.

We consent to the filing of this opinion as an exhibit to the Registration Statement. However, in giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations thereunder.

Sincerely,

/s/ THOMPSON HINE LLP

**TIME-BASED RESTRICTED STOCK UNIT AWARD
UNDER THE PROVISIONS OF
THE CONVERGYS CORPORATION
2018 LONG-TERM INCENTIVE PLAN**

Pursuant to the provisions of the Convergys Corporation 2018 Long-Term Incentive Plan (the “Plan”), the Compensation and Benefits Committee of the Board of Directors of Convergys Corporation (the “Compensation Committee”) has granted you a time-based restricted stock unit award (the “Award”), on and subject to the terms of the Plan and your agreement to the following terms, conditions and restrictions of this Award Agreement (the “Award Agreement”).

1. Delivery of Shares. Subject to and upon the terms, conditions, and restrictions set forth in this Award Agreement, Convergys Corporation (the “Company”) shall deliver to you []% of the number of common shares, without par value, of Convergys Corporation (the “Shares”) indicated on your Notice of Time-Based Restricted Stock Unit Award form (“Notice of Award”) within 30 days following the First Vest Date indicated on your Notice of Award (the “First Vest Date”), []% of the number of Shares indicated on your Notice of Award within 30 days following the Second Vest Date indicated on your Notice of Award (the “Second Vest Date”) and []% of the number of Shares indicated on your Notice of Award within 30 days following the Third Vest Date indicated on your Notice of Award (the “Third Vest Date”). Each of the First Vest Date, the Second Vest Date and the Third Vest Date is referred to herein as a “Vest Date”.

2. Forfeiture of Award.

- a. Your right to receive any Shares that are the subject of this Award that have not yet been delivered (and any dividend equivalents that have not yet been paid) shall be forfeited automatically and without further notice if you cease to be an employee of the Company and its affiliates prior to a Vest Date for any reason other than death, Disability, or involuntary termination without Cause. For purposes of this Award Agreement:
 - (i) “Disability” has the same meaning as in the Company’s long-term disability plan; and
 - (ii) “Cause” means a determination by the Company that you have been involved in fraud, misappropriation, embezzlement, commission of a crime or an act of moral turpitude, or have violated the Code of Business Conduct, recklessly or willfully injured an employee, company property, business, or reputation, or have acted recklessly in the performance of your duties.
- b. If the Company determines that you engaged in any Detrimental Activity during your employment with Convergys Corporation or during the two-year period following the termination of such employment for any reason, (i) to the extent all or some of the Shares (and dividend equivalents) subject to this Award have not yet been delivered or paid, your right to receive such Shares (and dividend equivalents) shall be forfeited and (ii) to the extent that Shares (and dividend equivalents) have been delivered or paid to you pursuant to this Award, the Company, in its sole discretion, may require you to pay back to it an amount equal to the income recognized for federal income tax purposes, as reflected on form W-2, by reason of the issuance of such Shares (and payment of dividend equivalents) to you, provided that such Shares (and dividend equivalents) were delivered or paid within the six-month period immediately preceding the termination of your employment or at any time following your termination of employment. For purposes of this Section 2b, “Detrimental Activity” shall include: (1) disclosing proprietary, confidential or trade

secret information; (2) becoming involved in any business activity in competition with Convergys Corporation in the geographical area where Convergys Corporation is engaged in such business activity; (3) interfering with Convergys Corporation's relationships with any person or entity or attempting to divert or change any such relationship to the detriment of Convergys Corporation or the benefit of any other person or entity; (4) failing to disclose and assign to Convergys Corporation any ideas, inventions, discoveries and other developments conceived by you during your employment, whether or not during working hours, which are within the scope of or related to Convergys Corporation's existing or planned business activities; (5) disparaging or acting in any manner which may damage the business of Convergys Corporation or which would adversely affect the goodwill, reputation or business relationships of Convergys Corporation; (6) inducing any employee of Convergys Corporation to terminate his or her employment relationship with Convergys Corporation; (7) taking or retaining without authorization any property of Convergys Corporation; or, (8) intentionally or fraudulently providing any inaccurate information causing any financial reports of Convergys Corporation to have to be restated or reported. Convergys Corporation shall be entitled to set-off against any payment called for under this paragraph any amount otherwise owed to you by the Company, provided that such set-off may only be made at the time the amount otherwise owed to you would normally be paid to you. Nothing in this Section is intended to supersede or otherwise affect any Non-Disclosure and Non-Competition agreement or other employment-related agreement between you and Convergys Corporation. References to Convergys Corporation in this paragraph shall include all direct and indirect subsidiaries of Convergys Corporation.

- c. Without limitation of the foregoing and for the avoidance of doubt, this Award shall be subject to the terms and conditions of the Company's Recoupment Policy, effective as of January 25, 2017, as well as any clawback or recoupment policy that is adopted, amended, modified or supplemented by the Company to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations promulgated thereunder by the Securities and Exchange Commission, other laws or the regulations of the New York Stock Exchange and that, by its terms, is applicable to you as an officer or employee of the Company.

3. Death, Disability, and Involuntary Termination Without Cause. If you cease to be an employee of the Company and its affiliates prior to a Vest Date and prior to a Change of Control due to death, Disability, or involuntary termination without Cause ("Qualifying Termination"), then you shall be entitled to receive a number of Shares (the "Adjusted Shares") equal to the product of (a) the number of Shares covered by this Award that were not yet vested immediately prior to your Qualifying Termination, multiplied by (b) a fraction, the numerator of which is the number of full calendar months from the first day of the month in which the Award was granted through the date of your Qualifying Termination and the denominator of which is 36. The remaining unvested Shares shall be forfeited automatically and without further notice as of the date of your Qualifying Termination.

4. Change of Control. The provisions of this Section 4 shall control, notwithstanding any provision of Section 14 of the Plan to the contrary. In the event of a Change of Control prior to a Vest Date, if you are then an employee of the Company and its affiliates, you will not be entitled to the number of Shares covered by this Award that have not then vested (and such Shares will be cancelled) and, subject to your continued employment as provided herein and in lieu of such Shares, you will be entitled to cash in an amount equal to the product of the number of such unvested Shares multiplied by the average of the opening and closing prices per Share on the New York Stock Exchange on the trading day immediately preceding the date of the Change of Control (the "Dollar Amount"). All or a portion of the Dollar Amount shall be paid to you without interest or earnings (but together with dividend equivalents as provided in Section 6 of this Award Agreement) on each remaining Vest Date, in the same proportion that the unvested Shares would have become vested on

each such Vest Date, provided that you remain an employee of the Company and its affiliates (or any successor thereto) on each such Vest Date. Except as otherwise provided in this Section 4, any unpaid portion of the Dollar Amount (and any related dividend equivalents) shall be forfeited automatically and without further notice if you cease to be an employee of the Company and its affiliates (or any successor thereto) prior to a Vest Date.

Notwithstanding the foregoing, if you cease to be an employee of the Company and its affiliates (or any successor thereto) by reason of your death, Disability, involuntary termination by the Company or its affiliates (or any successor thereto) without Good Cause, or termination of employment by you with Good Reason on or after a Change of Control, then any portion of the Dollar Amount that has not been paid shall be paid (together with dividend equivalents as provided in Section 6 of this Award Agreement) within 10 business days after you so cease to be an employee. For purposes of this Award Agreement:

- a. "Good Cause" means your conviction of, or plea of nolo contendere to, a felony or misdemeanor involving moral turpitude; your willful misconduct resulting in material harm to the Company and its affiliates (or any successor thereto); your willful breach of your duties or responsibilities; or your fraud, embezzlement, theft or dishonesty against the Company or any of its affiliates (or any successor thereto), resulting in material harm to the Company and its affiliates (or any successors thereto);
- b. "Good Reason" means actions taken by the Company resulting in a material negative change in the employment relationship. For these purposes, a "material negative change in the employment relationship" shall include:
 - (i) your assignment to any duties materially inconsistent with your position (including titles and reporting requirements), authority, duties or responsibilities as in effect immediately prior to a Change of Control or as subsequently enhanced, or any other material diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company's ceasing to be a publicly traded entity);
 - (ii) any material reduction in your annual base salary, short-term incentive opportunities or long-term incentive opportunities from those in effect immediately prior to a Change of Control;
 - (iii) any material reduction in your aggregate employee benefits from those in effect immediately prior to a Change of Control;
 - (iv) the relocation of your principal location of employment by more than 50 miles; or
 - (v) any failure by the Company to cause a successor to assume this Award Agreement.

In order to invoke a termination for Good Reason, you shall provide written notice to the Company of the existence of one or more of the conditions described in clauses (i) through (v) of this Section 4(b) within 90 days following the initial existence of such condition or conditions, and the Company shall have 30 days following receipt of such written notice (the "Cure Period") during which it may remedy the condition. In the event that the Company fails to remedy the condition constituting Good Reason during the Cure Period, you must terminate employment, if at all, within two years following the initial existence of such condition or conditions in order to terminate employment for Good Reason. Your mental or physical incapacity following the occurrence of an event described above in clauses (i) through (v) of this Section 4(b) shall not affect your ability to terminate employment for Good Reason.

5. Rights as a Shareholder. You shall not have any rights as a shareholder of the Company with respect to any Shares that may be deliverable hereunder unless and until such Shares have been delivered to you.

6. Dividend Equivalents. Upon payment of any dividend on Shares occurring during the period commencing on the effective date of your Notice of Award and ending on the earlier of (i) the date all of the Shares granted in your Notice of Award have either been delivered under Section 1 or Section 3 of this Award Agreement or forfeited under Section 2 or Section 3 of this Award Agreement and (ii) the date of a Change of Control, the Company shall credit your Dividend Equivalents Account, which the Company shall maintain on its books in your name, with an amount equal in value to the dividends that you would have received had you been the actual owner of the number of Shares indicated on your Notice of Award that have not previously been delivered or forfeited on the date of the dividend. Your right to receive any dividend equivalents pursuant to this Award Agreement shall be subject to the same terms, conditions and restrictions (including forfeiture restrictions) as your right to receive the related Shares (or the related Dollar Amount, as applicable). In no event will earnings accrue on any amount credited to your Dividend Equivalents Account. Your Dividend Equivalents Account shall be distributed to you in cash at the time and to the extent the related Shares are delivered or, in the event of a Change of Control, at the time and to the extent the related Dollar Amount is paid. Any portion of your Dividend Equivalents Account relating to Shares that are forfeited under Section 2 or Section 3 of this Award Agreement shall be forfeited. In the event of a Change of Control, any portion of your Dividend Equivalents Account relating to the portion of your Dollar Amount that is forfeited under Section 4 of this Award Agreement shall be forfeited.

7. Transferability. Your right to receive any Shares (and dividend equivalents) shall not be transferable or assignable by you other than by will or by the laws of descent and distribution.

8. Tax Withholding. To the extent the Company or any affiliate is required to withhold any taxes in connection with the delivery of Shares under this Award Agreement, then the Company or affiliate (as applicable) shall retain a number of Shares otherwise deliverable hereunder with a value equal to the required withholding (based on the fair market value of the Shares on the date of delivery). If the Company or any affiliate is required to withhold any taxes other than in connection with the delivery of Shares under this Award Agreement (including such taxes as may be required to be withheld in connection with the payment of dividend equivalents), then the Company or affiliate (as applicable) shall have the right in its sole discretion to (a) withhold such required tax withholding from cash (including dividend equivalents) paid under this Award Agreement, (b) require you to pay or provide for payment of the required tax withholding, or (c) deduct the required tax withholding from any amount of salary, bonus, incentive compensation or other amounts otherwise payable in cash to you (other than deferred compensation subject to Section 409A of the Code).

9. No Employment Contract. Nothing contained in this Award Agreement shall confer upon you any right with respect to continuance of employment by the Company or any subsidiary, nor limit or affect in any manner the right of the Company or any subsidiary to terminate your employment or adjust your compensation.

10. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws with respect to this Award; provided, however, notwithstanding any other provision of this Award Agreement, the Shares shall not be delivered if the delivery thereof would result in a violation of any such law. This Award is intended to be exempt from the provisions of Section 409A of the Code as a short term deferral or to be compliant with Section 409A of the Code. This Award shall be construed, administered, and governed in a manner that effects such intent, provided that the Company does not represent or guarantee that any particular federal or state income, estate, payroll, or other tax consequences will occur because of this Award and the compensation provided hereunder. To the extent required to comply with

Section 409A of the Code, (a) any delivery of Shares or payment of a Dollar Amount (and payment of dividend equivalents) to a “specified employee” as determined by the Company in accordance with Treasury Regulation Section 1.409A-1(i) (or any successor thereto) on account of termination of employment shall be made no earlier than six months after the date of termination; (b) termination of employment shall not be considered to occur until there is a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h) (1)(ii), where the employee’s services permanently decrease to less than 50% of the average level of services performed over the preceding 36 month period; and (c) any vested Shares or vested Dollar Amount (and dividend equivalents) shall be delivered or paid on the earlier of (i) the applicable Vest Date, or (ii) your separation from service (subject to a six-month delay as may be required if you are a specified employee as described above).

11. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Award Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect your rights under this Award Agreement without your consent.

12. Severability. In the event that one or more of the provisions of this Award Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

13. Relation to Plan. This Award Agreement is subject to the terms and conditions of the

14. Plan. In the event of any inconsistency between the provisions of this Award Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Compensation Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of this Award.

15. Successors and Assigns. Without limiting Section 7 hereof, the provisions of this Award Agreement shall inure to the benefit of, and be binding upon, your successors, administrators, heirs, legal representatives and assigns, and the successors and assigns of the Company.

16. Governing Law. The interpretation, performance, and enforcement of this Award Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

**PERFORMANCE RESTRICTED STOCK UNIT AWARD
UNDER THE PROVISIONS OF
THE CONVERGYS CORPORATION
2018 LONG-TERM INCENTIVE PLAN**

Pursuant to the provisions of the Convergys Corporation 2018 Long-Term Incentive Plan (the “Plan”), the Compensation and Benefits Committee of the Board of Directors of Convergys Corporation (the “Compensation Committee”) has granted you a performance restricted stock unit award (the “Award”), on and subject to the terms of the Plan and your agreement to the terms, conditions and restrictions of this Award Agreement (the “Award Agreement”).

1. Earning of Award.

- a. The Company shall credit to your account a number of common shares, without par value, of the Company (“Shares”) equal to a percentage of the target number of Shares indicated on your Notice of Performance Restricted Stock Unit Award form (“Notice of Award”) based on the factors set forth below, or such greater or lesser number of Shares as may be determined by the Compensation Committee, in its discretion, in accordance hereof.
 - b. During each calendar year during the period commencing January 1, 20[] and ending December 31, 20[] (the “Performance Period”), the Compensation Committee shall establish performance objectives for each such calendar year (at threshold, target, maximum and such intermediate levels as determined by the Compensation Committee) based on the Company’s achievement of specified levels of [] for each such calendar year, as determined by the Compensation Committee in its sole and absolute discretion. The performance objectives established by the Compensation Committee pursuant to this Section 1(b) shall be set forth in Attachment A hereto, as amended from time to time and as set forth on the website of the Company’s third party plan administrator (“Attachment A”).
 - c. It is the current intention of the Compensation Committee that it will determine the number of Shares, if any, to be credited to your account under this Award Agreement based upon the extent to which the Company achieves the cumulative [] objectives for the three years during the Performance Period, as determined in accordance with the performance matrix set forth in Attachment A. Notwithstanding the foregoing, the Compensation Committee reserves the right to deviate from such approach and may exercise its discretion to increase or reduce the number of Shares, if any, to be credited to your account under this Award Agreement based on such other factors as the Compensation Committee, in its sole and absolute discretion, determines to be appropriate.
 - d. The Compensation Committee may, in its sole and absolute discretion, modify the performance objectives established pursuant to this Section 1, or the related threshold, target and maximum achievement levels, in whole or in part, as the Compensation Committee deems appropriate and equitable to reflect a change in the business, operations, corporate structure or capital structure of the Company or its affiliates, the manner in which the Company or its affiliates conduct business, or as the Compensation Committee otherwise deems appropriate.
 - e. Following the end of the Performance Period, the Compensation Committee shall determine in writing the number of Shares, if any, earned pursuant to this Section 1 and the final number of
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Shares (and final amount of cash dividend equivalents), if any, payable to you pursuant to this Award Agreement.

2. Delivery of Shares. Subject to and upon the terms, conditions, and restrictions set forth in this Award Agreement, following the end of the Performance Period, the Company shall deliver to you the number of Shares, if any, determined by the Compensation Committee to be payable to you pursuant to this Award Agreement (and pay to you in cash the amount of dividend equivalents, if any, determined by the Compensation Committee to be payable to you pursuant to Section 6 of this Award Agreement), which delivery of Shares (and payment of dividend equivalents) shall occur within 30 days following the Vest Date indicated on your Notice of Award (the "Vest Date").

3. Forfeiture of Award.

a. Your right to receive any Shares that are the subject of this Award that have not yet been delivered (and any dividend equivalents that have not yet been paid), shall be forfeited automatically and without further notice if you cease to be an employee of the Company and its affiliates prior to the Vest Date for any reason other than death, Disability, Retirement or involuntary termination without Cause. For purposes of this Award Agreement:

(i) "Disability" has the same meaning as in the Company's long-term disability plan;

(ii) "Retirement" means termination of employment after (A) attaining age 55 and completing at least ten years of service with the Company or any of its subsidiaries, or (B) completing thirty years of service with the Company or any of its subsidiaries; and

(iii) "Cause" means a determination by the Company that you have been involved in fraud, misappropriation, embezzlement, commission of a crime or an act of moral turpitude, or have violated the Code of Business Conduct, recklessly or willfully injured an employee, company property, business, or reputation, or have acted recklessly in the performance of your duties.

b. If the Company determines that you engaged in any Detrimental Activity during your employment with Convergys Corporation or during the two-year period following the termination of such employment for any reason, (i) to the extent the Shares (and dividend equivalents) subject to this Award have not yet been delivered or paid, your right to receive such Shares (and dividend equivalents) shall be forfeited and (ii) to the extent that Shares (and dividend equivalents) have been delivered or paid to you pursuant to this Award, the Company, in its sole discretion, may require you to pay back to it an amount equal to the income recognized for federal income tax purposes, as reflected on form W-2, by reason of the issuance of such Shares (and payment of dividend equivalents) to you, provided that such Shares (and dividend equivalents) were delivered or paid within the six-month period immediately preceding the termination of your employment or at any time following your termination of employment. For purposes of this Section 3(b), "Detrimental Activity" shall include: (1) disclosing proprietary, confidential or trade secret information; (2) becoming involved in any business activity in competition with Convergys Corporation in the geographical area where Convergys Corporation is engaged in such business activity; (3) interfering with Convergys Corporation's relationships with any person or entity or attempting to divert or change any such relationship to the detriment of Convergys Corporation or the benefit of any other person or entity; (4) failing to disclose and assign to Convergys Corporation any ideas, inventions, discoveries and other developments conceived by you during your employment, whether or not during working hours, which are within the scope of or related

to Convergys Corporation's existing or planned business activities; (5) disparaging or acting in any manner which may damage the business of Convergys Corporation or which would adversely affect the goodwill, reputation or business relationships of Convergys Corporation; (6) inducing any employee of Convergys Corporation to terminate his or her employment relationship with Convergys Corporation; (7) taking or retaining without authorization any property of Convergys Corporation; or (8) intentionally or fraudulently providing any inaccurate information causing any financial reports of Convergys Corporation to have to be restated or reported. Convergys Corporation shall be entitled to set-off against any payment called for under this paragraph any amount otherwise owed to you by the Company, provided that such set-off may only be made at the time the amount otherwise owed to you would normally be paid to you. Nothing in this Section is intended to supersede or otherwise affect any Non-Disclosure and Non-Competition agreement or other employment-related agreement between you and Convergys Corporation. References to Convergys Corporation in this paragraph shall include all direct and indirect subsidiaries of Convergys Corporation.

- c. Without limitation of the foregoing and for the avoidance of doubt, this Award shall be subject to the terms and conditions of the Company's Recoupment Policy, effective as of January 25, 2017, as well as any clawback or recoupment policy that is adopted, amended, modified or supplemented by the Company to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and regulations promulgated thereunder by the Securities and Exchange Commission, other laws or the regulations of the New York Stock Exchange and that, by its terms, is applicable to you as an officer or employee of the Company.

4. Certain Events During the Performance Period.

- a. If you cease to be an employee of the Company and its affiliates prior to the end of the Performance Period and prior to a Change of Control due to death or Disability, then (i) the number of Shares that are covered by this Award shall be automatically reduced to a number of Shares (the "Adjusted Shares") that bears the same ratio to the target number of Shares indicated on your Notice of Award as (A) the number of full calendar months from the first day of the Performance Period through the date your employment terminates bears to (B) 36, and (ii) notwithstanding Section 1 hereof, the Adjusted Shares will be delivered within 30 days following the date your employment terminates (together with dividend equivalents as provided pursuant to Section 6 of this Award Agreement), except as otherwise provided pursuant to Section 10 below. The remaining Shares shall be forfeited automatically and without further notice as of the date of your termination.
 - b. If you cease to be an employee of the Company and its affiliates prior to the end of the Performance Period and prior to a Change of Control due to Retirement or involuntary termination without Cause, then (i) the number of Shares that are covered by this Award shall be automatically reduced to the Adjusted Shares, and (ii) you shall be credited with a number of Shares equal to such percentage (up to []%) of the Adjusted Shares as may be determined by the Compensation Committee, in its discretion, in accordance with Section 1 of this Award Agreement, which percentage the Compensation Committee intends to determine based upon the Company's achievement of the cumulative [] objectives for the three years during the Performance Period. Any Shares determined not to be payable to you by the Compensation Committee after the exercise of its discretion pursuant to Section 1 hereof shall be forfeited automatically and without further notice. Shares earned, if any, pursuant to the provisions of this section 4(b) will be delivered following the end of the Performance Period and on or prior to March 15, 20[] (together with dividend equivalents as provided pursuant to Section 6 of this Award Agreement), except as otherwise provided pursuant to Section 10 below.
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- c. The provisions of this Section 4(c) shall control, notwithstanding any provision of Section 14 of the Plan to the contrary. If, prior to the Vest Date and while you are employed by the Company and its affiliates, a Change of Control of the Company occurs, then, notwithstanding Section 1 hereof, the number of Shares that are covered by this Award shall be adjusted by the Compensation Committee to equal a number of Shares (the "COC Adjusted Shares") determined as follows: (x) if the Change of Control occurs on or prior to December 31, 20[___], the COC Adjusted Shares shall equal the target number of Shares indicated on your Notice of Award; or (y) if the Change of Control occurs after December 31, 20[___], the COC Adjusted Shares shall equal the number of Shares that would have been earned pursuant to this Award, determined based upon the Company's actual cumulative [_____] performance for the calendar year(s) that ended on or prior to the date of the Change of Control, as compared to the cumulative [_____] performance objectives set forth in Attachment A for such year(s). In the event that this Section 4(c) applies, you will not be entitled to receive any Shares pursuant to this Award (and such Shares will be cancelled) and, subject to your continued employment as provided herein and in lieu of such Shares, you will be entitled to cash in an amount equal to the product of the number of COC Adjusted Shares, multiplied by the average of the opening and closing prices per Share on the New York Stock Exchange on the trading day immediately preceding the date of the Change of Control (the "Dollar Amount"). The Dollar Amount shall be paid to you without interest or earnings (but together with dividend equivalents as provided in Section 6 of this Award Agreement) on the Vest Date, provided that you remain an employee of the Company and its affiliates (or any successor thereto) on the Vest Date. Except as otherwise provided in this Section 4(c), the Dollar Amount (and any related dividend equivalents) shall be forfeited automatically and without further notice if you cease to be an employee of the Company and its affiliates (or any successor thereto) prior to the Vest Date.

Notwithstanding the foregoing, if you cease to be an employee of the Company and its affiliates (or any successor thereto) by reason of your death, Disability, involuntary termination by the Company or its affiliates (or any successor thereto) without Good Cause, or termination of employment by you with Good Reason on or after a Change of Control, then, to the extent not previously paid, the Dollar Amount shall be paid (together with dividend equivalents as provided in Section 6 of this Award Agreement) within 10 business days after you so cease to be an employee. For purposes of this Award Agreement:

- i. "Good Cause" means your conviction of, or plea of nolo contendere to, a felony or misdemeanor involving moral turpitude; your willful misconduct resulting in material harm to the Company and its affiliates (or any successor thereto); your willful breach of your duties or responsibilities; or your fraud, embezzlement, theft or dishonesty against the Company or any of its affiliates (or any successor thereto), resulting in material harm to the Company and its affiliates (or any successors thereto).
 - ii. "Good Reason" means actions taken by the Company resulting in a material negative change in the employment relationship. For these purposes, a "material negative change in the employment relationship" shall include:
 - (A) your assignment to any duties materially inconsistent with your position (including titles and reporting requirements), authority, duties or responsibilities as in effect immediately prior to a Change of Control or as subsequently enhanced, or any other material diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company's ceasing to be a publicly traded entity);
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- (B) any material reduction in your annual base salary, short-term incentive opportunities or long-term incentive opportunities from those in effect immediately prior to a Change of Control;
- (C) any material reduction in your aggregate employee benefits from those in effect immediately prior to a Change of Control;
- (D) the relocation of your principal location of employment by more than 50 miles; or
- (E) any failure by the Company to cause a successor to assume this Award Agreement.

In order to invoke a termination for Good Reason, you shall provide written notice to the Company of the existence of one or more of the conditions described in clauses (A) through (E) of this Section 4(c)(ii) within 90 days following the initial existence of such condition or conditions, and the Company shall have 30 days following receipt of such written notice (the "Cure Period") during which it may remedy the condition. In the event that the Company fails to remedy the condition constituting Good Reason during the Cure Period, you must terminate employment, if at all, within two years following the initial existence of such condition or conditions in order to terminate employment for Good Reason. Your mental or physical incapacity following the occurrence of an event described above in clauses (A) through (E) of this Section 4(c)(ii) shall not affect your ability to terminate employment for Good Reason.

5. Rights as a Shareholder. You shall not have any rights as a shareholder of the Company with respect to any Shares that may be deliverable hereunder unless and until such Shares have been delivered to you.

6. Dividend Equivalents. At the same time that any Shares are delivered to you pursuant to this Award Agreement, the Company shall pay dividend equivalents to you in cash, in an amount equal to the aggregate cash dividends that you would have received had you been the actual owner, from the effective date of your Notice of Award through the date of distribution of Shares, of the number of Shares, if any, actually distributed to you pursuant to this Award Agreement. In the event of a Change of Control prior to the Vest Date, the Company shall credit your Dividend Equivalents Account, which the Company shall maintain on its books in your name, with an amount equal in value to the dividends that you would have received on or prior to the date of the Change of Control had you been the actual owner of the COC Adjusted Shares from the effective date of your Notice of Award through the date of the Change of Control, and your Dividend Equivalents Account shall be distributed to you in cash at the time and to the extent the related Dollar Amount is paid. Your right to receive any dividend equivalents pursuant to this Award Agreement shall be subject to the same terms, conditions and restrictions (including forfeiture restrictions) as your right to receive the related Shares (or the related Dollar Amount, as applicable). In no event will any interest or earnings be credited on the amount of dividend equivalents, if any, payable to you pursuant to this Award Agreement.

7. Transferability. Your right to receive any Shares (and dividend equivalents) shall not be transferable or assignable by you other than by will or by the laws of descent and distribution.

8. Tax Withholding. To the extent the Company or any affiliate is required to withhold any taxes in connection with the delivery of Shares under this Award Agreement, then the Company or affiliate (as applicable) shall retain a number of Shares otherwise deliverable hereunder with a value equal to the required withholding (based on the fair market value of the Shares on the date of delivery). If the Company or any affiliate is required to withhold any taxes other than in connection with the delivery of Shares under this Award Agreement (including such taxes as may be required to be withheld in connection with the payment of dividend equivalents), then the Company or affiliate (as applicable) shall have the right in its sole discretion

to (a) withhold such required tax withholding from cash (including dividend equivalents) paid under this Award Agreement, (b) require you to pay or provide for payment of the required tax withholding, or (c) deduct the required tax withholding from any amount of salary, bonus, incentive compensation or other amounts otherwise payable in cash to you (other than deferred compensation subject to Section 409A of the Code).

9 . No Employment Contract. Nothing contained in this Award Agreement shall confer upon you any right with respect to continuance of employment by the Company or any subsidiary, nor limit or affect in any manner the right of the Company or any subsidiary to terminate your employment or adjust your compensation.

10. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws with respect to this Award; provided, however, notwithstanding any other provision of this Award Agreement, the Shares shall not be delivered if the delivery thereof would result in a violation of any such law. This Award is intended to be exempt from the provisions of Section 409A of the Code as a short term deferral or to be compliant with Section 409A of the Code. This Award shall be construed, administered, and governed in a manner that effects such intent, provided that the Company does not represent or guarantee that any particular federal or state income, estate, payroll, or other tax consequences will occur because of this Award and the compensation provided hereunder. To the extent required to comply with Section 409A of the Code, (a) any delivery of Shares or payment of a Dollar Amount (and payment of dividend equivalents) to a “specified employee” as determined by the Company in accordance with Treasury Regulation Section 1.409A-1(i) (or any successor thereto) on account of termination of employment shall be made no earlier than six months after the date of termination; (b) termination of employment shall not be considered to occur until there is a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h) (1)(ii), where the employee’s services permanently decrease to less than 50% of the average level of services performed over the preceding 36 month period; and (c) any vested Shares or vested Dollar Amount (and dividend equivalents) shall be delivered or paid on the earlier of (i) the Vest Date, or (ii) your separation from service (subject to a six-month delay as may be required if you are a specified employee as described above).

11. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Award Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect your rights under this Award Agreement without your consent.

12. Severability. In the event that one or more of the provisions of this Award Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

13. Relation to Plan. This Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Award Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Compensation Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of this Award.

14. Successors and Assigns. Without limiting Section 7 hereof, the provisions of this Award Agreement shall inure to the benefit of, and be binding upon, your successors, administrators, heirs, legal representatives and assigns, and the successors and assigns of the Company.

15. Governing Law. The interpretation, performance, and enforcement of this Award Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

ATTACHMENT A
TO
PERFORMANCE RESTRICTED STOCK UNIT AWARD

<i>[_____] Performance Objectives</i>	<i>20[][_____] Objectives</i>	<i>20[][_____] Objectives</i>	<i>20[][_____] Objectives</i>	<i>Cumulative [_____] Objectives (20[] - 20[])</i>	<i>Percentage of Shares Earned Based on [_____] Performance</i>
Threshold	\$[_____]	\$TBD	\$TBD	\$TBD	[_____]%
Target	\$[_____]	\$TBD*	\$TBD*	\$TBD*	[_____]%
Maximum	\$[_____]	\$TBD*	\$TBD*	\$TBD*	[_____]%

* Compensation Committee currently intends that [_____] objectives will correlate with the selected and approved performance goal under the Annual Incentive Plan for the year.

For performance between the levels listed above, the number of Shares earned will be determined using straight line interpolation, based on actual performance. If the cumulative Threshold level set forth in the performance matrix above is not achieved, then no Shares or dividend equivalents shall be payable hereunder.

**TIME-BASED RESTRICTED STOCK UNIT AWARD
UNDER THE PROVISIONS OF
THE CONVERGYS CORPORATION
2018 LONG-TERM INCENTIVE PLAN**

Name of Director:

Grant Date:

Number of Shares:

Vest Date:

Pursuant to the provisions of the Convergys Corporation 2018 Long-Term Incentive Plan (the “Plan”), the Board of Directors of Convergys Corporation (the “Board”) hereby grants you a time-based restricted stock unit award (the “Award”) that has a Grant Date, number of Shares and Vest Date as are noted above, subject to the terms of the Plan and your agreement to the following terms, conditions and restrictions of this Award Agreement (this “Award Agreement”).

1. Delivery of Shares. Subject to and upon the terms, conditions and restrictions set forth in this Agreement (including the forfeiture provisions of Sections 2 and 3 below), Convergys Corporation (the “Company”) shall deliver to you the number of common shares, without par value, of the Company (the “Shares”) indicated above (together with dividend equivalents as provided in Section 5) either (i) within 30 days following the date you separate from service from the Company and its affiliates, or (ii) within 30 days following the Vest Date as indicated above, as applicable based on your [INSERT YEAR] TRSU Distribution Election Form, a copy of which is attached hereto. For purposes of this Section 1 and Section 3:

- a. you will be considered to “separate from service” with the Company and its affiliates on the date you have ceased to be a member of the Board and any contract or contracts under which all of your services for the Company and its affiliates are performed have expired (provided that the expiration of such contract or contracts constitutes a good faith and complete termination of your contractual relationship with the Company and its affiliates and the Company and its affiliates do not anticipate a renewal of the contractual relationship or your becoming an employee of the Company or any of its affiliates); and
- b. an “affiliate” of the Company means any entity that is considered a single employer with the Company under Section 414(b) or (c) of the Internal Revenue Code (the “Code”), but with such Code sections determined in accordance with the modifications described in the first sentence of Treasury Regulation 1.409A-1(h)(3).

2. Forfeiture of Award. Notwithstanding the provisions of Section 1 hereof, your right to receive Shares that are the subject of this Award (and any dividend equivalents) shall be forfeited automatically and without further notice if you cease to be a member of the Board prior to the Vest Date for any reason other than your death, disability or retirement. For purposes of this Section 2 and the other provisions of this Award Agreement:

- a. “disability” means an illness or injury of yours which the Board determines prevents you from continuing to perform your duties as a member of the Board; and
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- b. “retirement” means retirement after your having (I) attained the age specified in the retirement policy applicable to Board members, as amended from time to time, or (II) completed five years of service on the Board.
3. Death, Disability or Retirement. Subject to the provisions of this Section 3, if you cease to be a member of the Board both prior to the Vest Date indicated above and due to your death, disability or retirement, this Award will become fully vested (i.e., vested as to all of the Shares covered by this Award) as of the date you so cease to be a Board member. Notwithstanding the foregoing, if you cease to be a member of the Board due to retirement less than one year from the date this Award is granted, this Award will become vested only with respect to the number of Shares covered by this Award that bears the same ratio as the number of days from the date of grant through the date of retirement bears to the number of days from the date of grant to the Vest Date. If this Award or any portion of this Award becomes vested in accordance with the provisions of this Section 3, then the number of Shares with respect to which this Award becomes vested under the provisions of this Section 3 will be delivered 30 days following the date you separate from service from the Company and its affiliates (together with dividend equivalents as provided in Section 5).
4. Rights as a Shareholder. You shall not have any rights as a shareholder of the Company with respect to any Shares that may be deliverable hereunder unless and until such Shares have been delivered to you.
5. Dividend Equivalents. Upon payment of any dividend on Shares occurring during the period commencing on the Grant Date and ending on the date all of the Shares subject to this Award have either been delivered under Section 1 or Section 3 of this Award Agreement or forfeited under Section 2 of this Award Agreement, the Company shall credit your dividend equivalents account, which the Company shall maintain on its books in your name, with an amount equal in value to the dividends that you would have received had you been the actual owner of the number of Shares subject to this Award that have not previously been delivered or forfeited on the date of the dividend. Your right to receive any dividend equivalents pursuant to this Award Agreement shall be subject to the same terms, conditions and restrictions (including forfeiture restrictions) as your right to receive the related Shares. In no event will earnings accrue on any amount credited to your dividend equivalents account. Your dividend equivalents account shall be distributed to you in cash at the time and to the extent the related Shares are delivered. Any portion of your dividend equivalents account relating to Shares that are forfeited under Section 2 of this Award Agreement shall be forfeited.
6. Transferability. Your right to receive the Shares (and dividend equivalents) shall not be transferable nor assignable by you other than by will or by the laws of descent and distribution.
7. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws with respect to this Award; provided, however, notwithstanding any other provision of this Award Agreement, the Shares shall not be delivered if the delivery thereof would result in a violation of any such law. This Award is intended to be compliant with the provisions of Section 409A of the Code. This Award shall be construed, administered and governed in a manner that affects such intent, provided that the Company does not represent or guarantee that any particular federal or state income, estate or other tax consequences will occur because of this Award and the remuneration provided hereunder. In particular, if you are considered to be a “specified employee” for purposes of Section 409A of the Code on the date of your separation from service with the Company, then, to the extent required to comply with Section 409A of the Code, any delivery of Shares (and payment of dividend equivalents) on account of your separation from service shall be made no earlier than six months after your separation from service.
8. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Award Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect your rights under this Award Agreement without your consent.
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9. Severability. In the event that one or more of the provisions of this Award Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

10. Relation to Plan. This Award Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Award Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Board acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of this Award.

11. Successors and Assigns. Without limiting Section 6 hereof, the provisions of this Award Agreement shall inure to the benefit of, and be binding upon, your successors, administrators, heirs, legal representatives and assigns, and the successors and assigns of the Company.

12. Governing Law. The interpretation, performance, and enforcement of this Award Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Convergys Corporation 2018 Long-Term Incentive Plan of our reports dated February 21, 2018, with respect to the consolidated financial statements and schedule of Convergys Corporation, and the effectiveness of internal control over the financial reporting of Convergys Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Cincinnati, Ohio
May 9, 2018