

**THIS CONTRACT** is made on .....2008

**BETWEEN:**

- (1) **YELL LIMITED**, a company registered in England and Wales under number 4205228 whose registered office is at Queens Walk, Oxford Road, Reading, Berkshire, RG1 7PT (“**YELL**”); and
- (2) [ ] a company registered in England and Wales under number [ ] whose registered office is at [ ] (the “**Supplier**”).

**IT IS AGREED:**

**1. Definitions**

**1.1** In this Contract, the following definitions shall apply unless the context requires otherwise:

“**Advertisement**” a Yell customer advertisement (whether created by the customer, Yell or by a third party on behalf of Yell or the customer) made available to the Supplier by Yell in accordance with this Contract, which links to either Yell.com or the Yell customer’s own website;

“**Business Day**” means a day other than a Saturday, Sunday or a bank or public holiday in England;

“**Contract**” means these terms and conditions together with the Schedules;

“**Click**” means the action of a User clicking on a hyperlink within an Advertisement and being redirected to either Yell.com or the Yell customer’s website;

“**Commencement Date**” means the commencement date set out in Schedule 1;

“**Fees**” means the Supplier’s fees set out in Schedule 1;

“**IPRs**” means (a) all copyrights, patents, rights in trade marks, design rights, database rights, rights in know-how, trade secrets (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, renewal, extension, division or reissue, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“**Maximum Fee**” means the monthly maximum aggregate Fee payable by Yell to the Supplier as set out in Schedule 1;

“**netReach Programme**” means Yell’s online advertising programme whereby Yell shall make available Advertisements and Yell Advertisements on the Website;

“**Pay-per-Click**” means Yell pays the Fees only when a User Clicks on an Advertisement in accordance with the terms of this Contract, up to the Maximum Fee;

“**Service**” means the service the Supplier agrees to provide under this Contract as more particularly set out in Clause 3;

**“Supplier Marks”** the logos, brands, trade marks, trade names, service marks, identifying slogans and Supplier ‘get up’ set out in Schedule 1;

**“Target”** means any keyword, negative keyword category, location and/or other targeting mechanism provided by Yell to the Supplier in order to determine the form of Advertisement or Yell Advertisement, if any, which will be sent to the Supplier;

**“Term”** means the term of the Contract set out in Schedule 1;

**“User”** means a third party who accesses and/or uses the Website;

**“Website”** means the website registered, operated or provided by the Supplier, the URL of which is detailed in Schedule 1, which shall include any replacement URL agreed to by Yell in writing during the Term;

**“Website Content”** means all textual and graphical content on the Website, including text, code, graphics, images, logos, photographs, sounds, music, video, animation, characterisation, URLs, trade marks and all contact information and/or other data in whatever medium or form which is not Yell Content;

**“Yell Advertisement”** means any advertisement and/or promotional material relating to Yell products, services or its business which is not an Advertisement;

**“Yell Capsule”** the Yell branded content which appears on the Website as set out in Schedule 1, or as otherwise notified by Yell to the Supplier from time to time;

**“Yell Content”** means all textual and graphical content of an Advertisement, the Yell Advertisement and the Yell Capsule including text, code, graphics, images, logos, photographs, sounds, music, video, animation, characterisation, URLs, trade marks and all contact information and/or other data in whatever medium or form provided by Yell to the Supplier for incorporation in the Website; and

**“Yell.com”** means the website currently located at <www.yell.com>, which is registered and operated by Yell.

1.2 In this Contract:

- 1.2.1 words in the singular include the plural and words in the plural include the singular;
- 1.2.2 unless otherwise indicated, references to Clauses or Schedules mean clauses or schedules of this Contract;
- 1.2.3 the table of contents and headings used in this Contract are for convenience of reference only and shall not be construed as having any substantive significance or as indicating that all the provisions of this Contract relating to any topic are to be found in any particular Clause;
- 1.2.4 references to any Act, regulation, code of practice or statutory order include any amendment, re-enactment or extension of that act, regulation, code of practice or statutory order and in the case of an Act include any relevant regulation, code of practice or order made under it;

- 1.2.5 in the event of any conflict or inconsistency between any Schedule and the other terms and conditions of this Contract, the provisions of the other terms and conditions of this Contract shall prevail;
- 1.2.6 except as expressly otherwise provided in this Contract, any reference to “writing” or “written” includes faxes and any legible reproduction of words delivered in permanent and tangible form but does not include e-mail;
- 1.2.7 reference to the words “include” or “including” are to be construed without limitation to the generality of the preceding words; and
- 1.2.8 the terms of this Contract shall apply to the exclusion of all other terms and conditions.

## **2. Commencement and Duration**

- 2.1 This Contract shall commence on the Commencement Date and shall continue for the Term unless earlier terminated in accordance with Clause 11.

## **3. Services**

- 3.1 The Supplier shall send an automated request for Advertisements from Yell or its authorised representative, based on the Targets, each time a search is made by a User or a contextual search is performed on the Website page which is being used by a User as the case may be.
- 3.2 Yell shall use commercially reasonable efforts to make available the Yell Capsule, Advertisement or Yell Advertisement, as applicable and as available, to the Website after it receives a request from the Supplier in accordance with Clause 3.1.
- 3.3 Notwithstanding Clause 3.2 above, Yell shall be under no obligation to provide an Advertisement, when requested by the Supplier in accordance with Clause 3.1, where Yell considers in its reasonable opinion that there are no suitable Advertisements to deliver and/or a search or contextual search contains a negative keyword. In such an event, Yell shall be entitled to deliver a Yell Advertisement in the place of an Advertisement. For the avoidance of doubt, no Fee shall be payable by Yell to the Supplier in respect of the display of Yell Advertisements in the Yell Capsule.
- 3.4 The Supplier shall ensure that the Advertisements and the Yell Capsule provided by Yell or its authorised representative are located in the position set out in Schedule 1, in accordance with the terms of this Contract.
- 3.5 Both parties shall comply with the technical requirements at all times as set out in Schedule 2.
- 3.6 The Supplier shall not offer services the same as, or similar to, the Services to any third party such that any third party advertising appears in such close proximity to the Yell Content that Yell reasonably considers that such advertising would confuse Users as to the source of the advertising.
- 3.7 If Yell considers that third party advertising is appearing in close proximity to the Yell Content then it may notify Supplier of the same and, immediately thereafter, the parties shall engage in good faith discussions to try to resolve the matter. If such

discussions do not resolve the matter within five (5) Business Days, Yell may, without limiting its rights under the Contract, immediately terminate the Contract on written notice to Supplier.

- 3.8 The Website must primarily be focused at UK Users.
- 3.9 Both parties acknowledge that neither party can guarantee the number of Clicks (if any) on any Advertisement on the Website for the amount of Fees payable.
- 3.10 Yell shall not deliver Advertisements in the Excluded Classifications or Categories as set out in Schedule 1.
- 3.11 As between Yell and the Supplier, Yell shall own any and all data created as a result of the Services and Yell shall use it howsoever it chooses, including for marketing, promotional, research, statistical and administrative purposes.
- 3.12 The Supplier is solely responsible for the Website, including all Website Content and materials, and the maintenance and operation thereof. Yell is not responsible for anything related to the Website, including the receipt of queries from Users.
- 3.13 Both parties shall agree the Targets in writing before the Commencement Date.
- 3.14 Yell shall be entitled to remove or modify the Targets or Content at any time upon reasonable notice to the Supplier with the Supplier's consent, such consent not to be unreasonably withheld or delayed.
- 3.15 Nothing in this Contract will prevent Yell from acquiring goods or services of any kind, including services the same or similar to the Services, for any third party at any time.

#### **4. Yell's Responsibilities**

- 4.1 Yell shall be entitled to amend the Yell Capsule in any way at any time provided that the overall dimensions of the Yell Capsule do not exceed those set out in the Yell Capsule technical requirements set out in Schedule 1 and the technical requirements set out in Schedule 2.
- 4.2 Yell shall not deliver Advertisements in the Excluded Classifications or Categories as set if any such restrictions are listed in Schedule 1.

#### **5. Prohibited uses**

- 5.1 The Supplier shall not, and shall not allow any third party fraudulently or otherwise invalidly to increase the number of Clicks on Advertisements in order to increase the amount of fees invoiced by the Supplier, whether by the use of robots, computer generated search requests or other search engine optimisation services, processes, software or otherwise.
- 5.2 The Supplier shall not induce or offer any benefit to any person to Click on an Advertisement on the Website.
- 5.3 The Supplier shall not, and shall not allow any third party to use any automated means, form of scraping or other such data extraction methods to access, query or otherwise collect and use the Yell Content or any other Yell advertising related information from any website unless expressly permitted by Yell in writing.

- 5.4 Yell reserves the right to investigate the Supplier's online activities for click-fraud or other such invalid Click activity. The Supplier undertakes to provide Yell with reasonable assistance in all such matters including access to and copies of documents, records and electronic data on giving reasonable prior notice.
- 5.5 The Supplier undertakes not to use any Yell Content on any URL except that specified in Schedule 1 unless agreed in writing by Yell. The Supplier must not sub-syndicate the Content (whether in whole or in part) to any third parties or other network sites.
- 5.6 The Yell Content must not be animated, morphed or otherwise distorted in its appearance. The Supplier must not alter, amend, modify or adapt the Yell Content in any manner including size, proportions, colours or elements without Yell's prior written consent. The Supplier must not redirect a User away from any linked page on an Advertisement.
- 5.7 The Supplier will not at any time during the Term display, advertise or permit to be displayed or advertised on the Website, any website or any link to any website advertising, sponsorship content or any other material which could, in Yell's reasonable opinion, be considered to be unlawful, misleading, offensive, prejudicial or inflammatory; is likely to expose Yell to claims or liability, lead Yell into prosecution, criticism, or disrepute or cause Yell embarrassment; or infringes Yell's rights or the rights of third parties.
- 5.8 The Supplier shall not act or omit to act in any way nor make any representation or offer any undertaking whatsoever which may indicate that it has or will at any time have any right, title or interest in the Yell Content.
- 5.9 The Supplier shall not copy, store or use the Yell Content for:
- 5.9.1 any purpose which is unlawful in the United Kingdom;
  - 5.9.2 any purpose other than supplying the Services to Yell;
  - 5.9.3 any purpose that is: harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, or is (in Yell's reasonable opinion) otherwise objectionable; or
  - 5.9.4 creating, verifying, updating or amending the Supplier's own databases, records, directories, customer lists or mailing lists or those of a third party.
- 5.10 The Supplier shall not:
- 5.10.1 tamper with or modify any part of the Yell Content; or
  - 5.10.2 use any automated means (including agents, robots, scripts, or spiders) to monitor or copy the Yell Content or bypass Yell's tools or services or to interfere or attempt to interfere with the proper working of the Yell Content.

## **6. Payment**

- 6.1 The Fees are calculated on a Pay-per-Click basis. For the purpose of this Contract, the number of Clicks shall be exclusively calculated by Yell and Yell shall be entitled to reduce the Fees pro rata where it considers, in its reasonable opinion, that

click-fraud or other invalid Click activity has occurred. Unless there is manifest error on Yell's part, the Supplier acknowledges and agrees that Click measurement statistics provided by Yell are the official, definitive measurement of Advertisement activity and that no other measurements or usage statistics (including those of a third party or the Supplier's) will be accepted by Yell.

- 6.2 If a Maximum Fee is listed in Schedule 1 and the number of valid Clicks recorded in a month generates a Fee equal to the Maximum Fee then Yell shall not be liable to Supplier to pay a Fee for any additional Clicks made on Advertisements for the balance that month. In these circumstances the Supplier shall continue to display the Yell Content on the Website, without further Fees being payable by Yell.
- 6.3 The Supplier shall be entitled to track the number of Clicks delivered for each Advertisement provided that any tracking system used by the Supplier e.g. cookies, shall only remain on Users' PCs for a maximum of 30 days and shall not contain any personal information.
- 6.4 Yell shall notify the Supplier within five Business Days of each month end of the number of Clicks recorded. Invoices shall be submitted by the Supplier to Yell, or its nominated representative, as nominated by Yell from time to time. The Fees shall be due and payable thirty (30) calendar days following the end of the month of receipt by Yell of a valid and properly drawn VAT invoice.
- 6.5 Yell will notify the Supplier in writing within fourteen (14) calendar days of receipt of each invoice if it considers the invoice to be incorrect or that any part of it is not due together with the reasons therefor. An invoice shall not be due for payment if reasonably disputed pursuant to this Clause 6.5. For the avoidance of doubt, this Clause shall not act as a waiver of Yell's rights if it is later discovered that the invoice was incorrect or the sums were not otherwise due or a waiver of any claims arising from any breach by the Supplier of the terms of this Contract.
- 6.6 Without limiting its rights under this Contract, in the event that the Supplier materially breaches this Contract (in whole or in part), then for so long as and to the extent that the material breach occurs, no Fees shall be payable from or by Yell as relate to those Services which the Supplier fails to provide in accordance with this Contract.

## **7. Representations**

- 7.1 Each party warrants to the other party that:
- 7.1.1 it has the right, power and authority to execute and enter into this Contract and perform its obligations hereunder upon and subject to the terms hereof; and
- 7.1.2 it will perform its obligations hereunder with reasonable skill and care.
- 7.2 Yell warrants to the Supplier that the Yell Content does not infringe any IPRs of any third party.

## **8. Liability**

- 8.1 Yell shall use an electronic validation system to monitor the number of Clicks for each Advertisement. Yell does not represent, warrant or in any way guarantee that the validation system is uninterrupted or fault free. For the avoidance of doubt, Yell

shall in no way be liable for any loss or damage suffered by the Supplier as a result of any fraud perpetrated by any User or third party.

- 8.2 Nothing in this Contract shall limit or exclude either party's liability in respect of death or personal injury caused by its negligence, or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.
- 8.3 Save as provided in this Clause 8, neither party shall have any liability, to the maximum extent permitted by applicable law, for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):
- 8.3.1 loss of revenue;
  - 8.3.2 loss of actual or anticipated profits (including for loss of profits on contracts);
  - 8.3.3 loss of anticipated savings;
  - 8.3.4 loss of business;
  - 8.3.5 loss of opportunity;
  - 8.3.6 loss of goodwill;
  - 8.3.7 loss of reputation;
  - 8.3.8 loss of, damage to or corruption of data or software;
  - 8.3.9 wasted expenditure; or
  - 8.3.10 any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in Clauses 8.3.1 to 8.3.9).
- 8.4 Except as specified expressly in this Clause 8, the limitations on and exclusions of liability for damages in this Contract apply regardless of whether the liability is based on breach of contract, (including negligence) or otherwise under or in connection with this Contract.
- 8.5 Subject to Clause 8.2, Yell's maximum aggregate liability for all claims, demands, actions, awards, compensation, costs (including legal costs and disbursements), expenses, damages, losses, fines and other liabilities of whatsoever nature under or in connection with this Contract, whether arising from in contract, tort (including negligence) or on any other basis whatsoever, shall be limited to a sum not exceeding 100% of the Fees paid to the Supplier in the 12 months prior to such liability arising.

## **9. Indemnities**

- 9.1 The Supplier will at all times and on demand fully indemnify Yell and keep Yell fully indemnified from and against any and all losses, expenses, damages, costs, and claims (including reasonable legal fees) incurred by or awarded against it as a result of any breach by the Supplier of Clauses 3.4, 3.5, 3.6, 5.1, 5.2, 5.3, 5.5 to 5.10 and 12, including any claim made by a Yell customer advertiser as a result of the

Supplier's publication of an Advertisement which is other than as provided to it by Yell.

## 10. **Suspension of the Services**

10.2 Without prejudice to any other rights or remedies that Yell may have and without any liability to the Supplier, Yell reserves the right to suspend the Services, and/or making available Content in whole or part to the Website without notice, in circumstances where:

10.2.1 Yell (in its sole discretion) considers the Website Content or any Advertisement (including on linked websites) are unlawful, misleading, offensive, prejudicial or inflammatory; likely to expose Yell to claims or liability, lead Yell into prosecution, criticism, or disrepute or cause Yell embarrassment; infringe Yell's rights or the rights of third parties or do not comply with Yell's then current advertising guidelines, or otherwise misrepresent the nature of the goods or service being advertised or the place or places from which Yell customer conducts its business;

10.2.2 Yell has reasonable grounds to believe that the rights' owner of any IPRs within the Advertisements or Website Content has withheld, withdrawn or failed to give his permission for its use of the same in an Advertisement or on the Website.

10.3 In the event that Yell suspends the Services, in whole or in part, in accordance with Clauses 10.2 the Supplier shall, upon notice of the suspension by Yell, immediately ensure that the offending material is permanently removed from the Website.

10.4 Without prejudice to any other rights Yell may have, Yell shall be entitled to suspend delivery of the Yell Content, immediately if it reasonably believes that fraudulent activity to increase the number of Clicks is taking place as set out in Clause 5.

10.5 The period during which Yell, may suspend the Services, will continue until the circumstances giving rise to Yell's right to suspend the Services ceases to subsist or until this Contract expires or is terminated in accordance with Clause 11.

## 11. **Termination**

11.1 Yell reserves the right to terminate this Contract or part thereof for any reason without liability by providing the Supplier with not less than fifteen (15) days prior written notice of such termination. In the event that Yell terminates this Contract on less than 15 days written notice, pursuant to this Clause 1.1, the Supplier shall be entitled to recover in lieu of notice per day (up to a maximum of 15 days), Fees based on an average of the Fees per day since the Commencement Date.

11.2 Either party may (without prejudice to its other rights and remedies) immediately terminate this Contract by notice in writing to the other if:

11.2.1 a voluntary agreement is approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or an undertaking or a resolution or petition to wind up the other party is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver

or administrator or to present a winding-up petition or make a winding-up order or a similar event occurs in respect of the other party in any other jurisdiction; or

- 11.2.2 the other party ceases or threatens to cease to trade; or
  - 11.2.3 the other party commits any irremediable material breach of the provisions of this Contract; or
  - 11.2.4 in the case of a material breach capable of remedy, the breaching party fails to remedy the breach within thirty (30) days after receipt of notice giving particulars of the breach and requiring it to be remedied.
- 11.3 Yell may (without prejudice to its other rights) immediately terminate this Contract by notice in writing to the Supplier if Yell suffers from any event or circumstance which is beyond its reasonable control or which it could not reasonably be expected to have taken into account at the date of this Contract, and which results in or causes its failure to perform any or all of Yell's obligations under this Contract (including any act of God, lightning, fire, storm, flood, earthquake, act of the public enemy, war declared or undeclared, threat of war, terrorist act, the act or omission of Government, highways authorities or other competent authority, blockade, revolution, riot, insurrection, civil commotion, industrial action, public demonstration, strike, sabotage, act of vandalism or explosion).
- 11.4 Yell may, without prejudice to its other rights, immediately terminate this Contract by notice in writing to the Supplier if there is a change of control of the Supplier.
- 11.5 Upon termination or expiry of this Contract, the Supplier shall no longer be entitled to the rights granted under this Contract and shall immediately destroy all data, records, documentation and information arising out of this Contract in a manner acceptable to Yell.

## **12. IPRs**

- 12.1 During the term of this Contract, Yell grants the Supplier a non-exclusive, non-transferable, non-sublicensable, terminable licence to:
- 12.1.1 electronically reproduce and distribute, and publicly perform and display, the Yell Content on the Website; and
  - 12.1.2 reproduce and distribute through any media now known, or hereafter developed, excerpts of the Yell Content to perform the Services.
- 12.2 Subject to Clause 12.1, the Supplier must not use Yell's IPRs in any media without the prior written consent of Yell.
- 12.3 The Supplier acknowledges that title to and ownership of all IPRs in the Yell Content are owned by and shall remain with Yell or its licensors. All goodwill arising through the use by the Supplier of the Yell Content vests in Yell and the Supplier hereby assigns all such future goodwill to Yell.
- 12.4 The Supplier owns or is the authorised licensor of all IPRs subsisting in and on the Website except the Yell Content and Supplier Marks.

12.5 The Supplier grants to Yell a non-exclusive licence to use the Supplier Marks for the purpose of advertising and promoting Supplier's participation in the netReach Programme. The Supplier indemnifies Yell against all costs, claims, damages, losses and expenses arising as a result of any claim or action that the Supplier Marks infringe any IPRs belonging to a third party.

12.6 Nothing in this Contract provides for, nor shall be construed to grant, any transfer or assignment of ownership of any right, title or interest in or to IPRs of the other party.

### 13. **Confidentiality**

13.1 The Supplier shall ensure that it has in place and actively enforces a privacy and usage policy which accords with good industry practice.

13.2 In this Clause 13, "Confidential Information" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the "Disclosing party") to the other party (the "Receiving party") whether before or after the date of this Contract including information relating to the Disclosing party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs, Yell data, usage data, performance reports and all other similar data and information created pursuant to Yell's provision of and Supplier's use of the Yell Content.

13.3 During the Term of this Contract and after termination thereof, the Receiving party shall not, unless required by law:

13.3.1 use Confidential Information for a purpose other than the performance of its obligations under this Contract; and

13.3.2 disclose Confidential Information to a person except with the prior written consent of the Disclosing party .

13.4 The Receiving party may disclose Confidential Information to any of its directors, other officers, employees, professional advisors, contractors and customers (a "Recipient") only to the extent that disclosure is necessary for the purposes of this Contract.

13.5 The Receiving party shall ensure that a Recipient is made aware of and complies with the Receiving party's obligations of confidentiality under this Contract as if the Recipient was a party to this Contract.

13.6 Clauses 13.1 to 13.4 do not apply to Confidential Information which:

13.6.1 is at the date of this Contract, or at any time after that date becomes, publicly known other than by the Receiving party's or Recipient's breach of this Contract; or

13.6.2 can be shown by the Receiving party to the Disclosing party's satisfaction to have been known by the Receiving party before disclosure by the Disclosing party to the Receiving party.

13.7 Nothing in this Clause 13 shall prevent Yell from using data obtained during the Services in marketing its products and services.

13.8 Nothing in this Clause 13 shall prevent either party from publicising that the Supplier provides the Services to Yell.

**14. Data Protection**

14.1 References to “Personal Data” and “Processed” in Clause 14 shall be interpreted as defined in the Data Protection Act 1998. Each party shall at all times comply with its respective obligations under the Data Protection Act 1998 and including all Codes of Practice in relation to all Personal Data that are Processed by it in connection with this Contract.

14.2 Where Yell has so directed, the Supplier shall cease to use and return all data (including Personal Data), records, documentation and information relating to or which is relevant to the provision of the Services (“Yell Data”), in a format reasonably acceptable to Yell. Yell shall provide details to the Supplier of the Yell Data, which Yell requires to be destroyed by the Supplier. The Supplier shall, not later than thirty (30) working days after the termination of this Contract, return Yell Data to Yell or at the direction of Yell, destroy any unwanted Yell Data. Where Yell requests the destruction of any Yell Data pursuant to this Clause 14.2 the Supplier shall warrant to Yell that the said destruction has been undertaken in accordance with Yell’s security requirements as notified by Yell to the Supplier. The Supplier shall warrant and provide to Yell a certificate (in a format approved by Yell) providing proof within five (5) working days of the completion of the destruction of such Yell Data that the said destruction has taken place.

**15. Force Majeure**

15.1. Neither party shall be liable to the other in respect of any breach of this Contract due to any cause beyond its reasonable control including an act of God, inclement weather, flood, lightning or fire, industrial action or lockouts, the act or omission of Government, highways authorities or other competent authority, war, military operations or riot, the act or omission of any party for whom Yell is not responsible.

**16. General**

16.1 The Supplier shall not assign, subcontract or otherwise dispose of all or any of its rights or obligations under this Contract without obtaining Yell’s prior written consent.

16.2 Failure of either party to assert its rights in relation to any breach of this Contract shall not constitute a waiver of such rights, nor will any such waiver be implied.

16.3 If any provision of this Contract is held to be invalid or unenforceable, that provision will be severed from this Contract and the remainder of this Contract will remain in full force and effect. Each party shall use its respective reasonable endeavours to negotiate in good faith so as to agree on a valid clause to replace any invalid clause.

16.4 Any communication to be given in connection with the matters contemplated by this Contract shall, except where expressly provided otherwise, be in writing and shall either be delivered by hand or sent by first class pre-paid recorded post. Delivery by courier shall be regarded as delivery by hand. Any notices served under this Contract shall be deemed to have been served as follows:

- 16.4.1 if personally delivered to the registered office of one of the parties, on delivery; and
- 16.4.2 if sent by first class pre-paid recorded post, 48 hours after the same was delivered to the postal authorities.

16.5 This Contract constitutes the entire Contract between the Supplier and Yell with respect to the subject matter hereof, and supersedes all prior discussions, Contract or understanding between the Supplier and Yell. Each party agrees that in entering into this Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract for which its sole remedy shall be for breach of contract under the terms of this Contract. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.

16.6 At its own expense each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

16.7 A person who is not a party to this Contract shall have no right under this Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Yell contracts for the Services in its own name, on its own behalf and for the benefit of all other members of Yell group of companies.

**17. Governing Law and Jurisdiction**

17.1 This Contract is governed by and interpreted in accordance with English law. The Courts of England shall have exclusive jurisdiction to settle any disputes out of or arising in connection with this Contract.

**SIGNED** by )  
 )  
 duly authorised for and on behalf of )  
**YELL LIMITED:** ) .....

**SIGNED** by )  
 )  
 duly authorised for and on behalf of )  
**[SUPPLIER]:** ) .....

**SCHEDULE 1**

<b>NAMED CONTACT:</b> <b>ADDRESS:</b> <b>TELEPHONE NUMBER :</b> <b>EMAIL:</b> <b>FAX:</b>	<b>SUPPLIER:</b>	<b>YELL:</b>
<b>TERM</b>	[e.g. state number of total inclusive months]	
<b>COMMENCEMENT DATE</b>	[e.g. 1 January 2008]	
<b>FEES (COST PER CLICK)</b>		
<b>MONTHLY MAXIMUM FEE</b>		
<b>WEBSITE URL</b>		
<b>EXCLUDED CLASSIFICATIONS/CATEGORIES OF ADVERTISEMENTS</b>	[e.g. restaurants]	
<b>YELL CAPSULE CONTENT, LOCATION AND LAYOUT</b>		
<b>YELL CAPSULE TECHNICAL REQUIREMENTS</b>	[e.g. size]	
<b>SUPPLIER MARKS</b>	[Insert Supplier logos and trade marks that could be used to promote the Service]	

**SCHEDULE 2**  
**TECHNICAL REQUIREMENTS**