

TERMS AND CONDITIONS

SECTION 1. Parties: Authority. Herold Mediatel Ltd ("Company") has authorized the Advertising Account Executives ("Representative") identified on the face of this application ("Application") to solicit listings and units of advertising ("Advertisement" or "Advertisements") for publication in the directory or directories ("Directory" or "Directories") listed on the face of his Application. THE REPRESENTATIVE IS NOT AUTHORIZED TO AGREE TO THE PUBLICATION OF ANY ADVERTISEMENT, TO APPROVE THE FORM OR CONTENT OF ANY ADVERTISEMENT OR TO

BIND THE COMPANY IN ANY WAY.

SECTION 2. Issue Period: Cancellation Period. THIS APPLICATION IS MADE FOR THE NEXT ISSUE OF EACH DIRECTORY INTO WHICH ADVERTISING IS SOLD. Each issue of a Directory is expected to have a normal issue period of twelve months ("Issue Period"). The Company reserves the right to discontinue any issue or to increase or decrease the duration of any Issue Period. THE ADVERTISER MAY REVISE OR CANCEL ANY ADVERTISEMENT ONLY BY GIVING THE REPRESENTATIVE WRITTEN NOTICE WHICH MUST BE RECEIVED NO LATER THAN THE RELEVANT DIRECTORY CLOSE DATE. UPON REQUEST, THE COMPANY WILL INFORM THE ADVERTISER OF THIS DATE.

SECTION 3. Acceptance or Rejection of Application: Right to Refuse or Restrict Publication. The Company reserves the right to accept or reject this Application with respect to any Advertisement, or restrict any Advertisement for publication in a directory at any time for any reason. This Application will be binding on the Company with respect to any Advertisement only when that Advertisement is actually published.

SECTION 4. Payment for Advertisers: Acceleration. The annual rate for Advertisements published by the Company will be those printed or updated by the Representative on the face of this Application. Amounts owed for Advertisements will be billed at 50% due upon signature of this contract and 50% due upon publication. Amounts due will be billed in total within thirty (30) days of publication and are payable when the bill is rendered. Notwithstanding the foregoing, the Company may elect to require full or partial payment prior to publication of any Advertisement. If an Advertiser fails to pay any bill within thirty (30) days of the date of such bill, at the Company's election, the Advertiser will be subject to a late payment charge of up to 1.5% per month, or such lesser amount as permitted by applicable law, on all amounts outstanding after the date indicated on the bill. Should it be necessary to place the Advertiser's account for collection, the Advertiser agrees to pay any and all collection costs and attorneys' fees necessary for such collection.

SECTION 5. No Approval or Endorsement. The publication of an Advertisement does not constitute approval or endorsement by the Company of any product or service, and the Advertiser agrees not to make any representation to the contrary. The Advertiser agrees that publication of an Advertisement does not restrict the right of the Company to publish advertisements of any other person in any Directory.

SECTION 6. Advertising Copy: Review of Proofs. The Advertiser will furnish all advertising material ("Advertising Copy") to the Company prior to deadlines established by the Company. The Company reserves the right to approve the Advertising Copy with respect to content, form, size, wording, illustration, typography and otherwise. ON REQUEST, THE COMPANY WILL ATTEMPT TO PERMIT THE ADVERTISER TO REVIEW PROOFS OF ADVERTISING COPY FOR A NEW DISPLAY ADVERTISEMENT, BUT THE ADVERTISER WILL BE REQUIRED TO MAKE FULL PAYMENT FOR A PUBLISHED ADVERTISEMENT AND MEET ALL ITS OTHER OBLIGATIONS EVEN IF THE COMPANY FAILS TO PERMIT SUCH REVIEW. THE ADVERTISER MAY CORRECT INACCURATE PROOFS OF ADVERTISING UP TO SEVEN BUSINESS DAYS AFTER THE DIRECTORY ADVERTISING CLOSE DATE.

SECTION 7. Conformity of Advertisements with Telephone Company Records and Company Standards. The Company has the right, without notifying the Advertiser, to conform the name, address and telephone numbers contained in

Advertisements with the official records of the local telephone company serving the Advertiser and to conform the Advertisements with applicable Company standards and practices.

SECTION 8. FORM AND APPEARANCE OF DIRECTORY: LOCATION OF ADVERTISEMENTS. THE COMPANY HAS THE RIGHT TO CONTROL THE FORM AND APPEARANCE OF ANY ISSUE OF ANY DIRECTORY, AND DOES NOT GUARANTEE THAT ANY ADVERTISEMENT WILL APPEAR ON ANY SPECIFIC PAGE OR POSITION ON A PAGE. THE COMPANY HAS THE RIGHT TO DETERMINE ALL HEADINGS THAT WILL APPEAR IN ANY OF ITS DIRECTORIES AND TO APPROVE OR DISAPPROVE THE ADVERTISER'S SELECTION OF A HEADING OR HEADINGS FOR A PARTICULAR ADVERTISEMENT.

SECTION 9. LIMITATION OF LIABILITY OF THE COMPANY. IN THE EVENT OF ANY ERROR OR OMISSION OF ALL OR ANY PART OF AN ADVERTISEMENT IN AN ISSUE OF A DIRECTORY, LIABILITY SHALL BE LIMITED TO A PRO RATA ABATEMENT OF THE CHARGES PAYABLE FOR SUCH ADVERTISEMENT DURING THE ISSUE PERIOD OF THE DIRECTORY IN WHICH SUCH ERROR OR OMISSION OCCURS IN THE SAME PROPORTION THAT SUCH ERROR OR OMISSION REDUCES THE VALUE OF THE ENTIRE ADVERTISEMENT IN SUCH DIRECTORY. IN NO EVENT SHALL THE COMPANY'S OR ANY AFFILIATE'S LIABILITY TO THE ADVERTISER FOR ALL CLAIMS ARISING OUT OF OR RESULTING FROM ANY SUCH ERROR OR OMISSION EXCEED THE TOTAL OR TOTAL OR PUNITIVE DAMAGES OF ANY NATURE. THE FOREGOING PROVISIONS SHALL BE THE ADVERTISER'S EXCLUSIVE REMEDY AGAINST THE COMPANY AND ANY AFFILIATE FOR ANY SUCH ERROR OR OMISSION. NEITHER THE COMPANY NOR ANY AFFILIATE WILL BE REQUIRED TO CORRECT ANY OMISSION OR ERROR IN ANY DIRECTORY, OR TO GIVE ANY SPECIAL NOTICE THEREOF OF ANY TYPE.

SECTION 10. Representative and Warranties of Advertiser Respecting Advertisements. The Advertiser represents and warrants to the Company and the Company's affiliates that the Advertiser has full right and authority to use, and to use the manner set forth in any Advertising Copy submitted by the Advertiser to the Company, each trademark, trade name, service mark, or any name, portrait, picture or illustration of a person or any other copyrighted work. The Advertiser shall give prompt written notice to the Company of any termination, material change in, or proceedings contesting any such right ,or authority.

SECTION 11. Protection of Copyrights: Company's Copyright in Directory. The Advertiser shall be solely responsible for the protection and enforcement of any trademark, trade name, service mark, or any name, portrait, picture or illustration of a person or any other copyrighted work with respect to the Advertisements. The Advertiser agrees that the Company shall retain, and shall have the right to apply for registration of, the Company's copyright in each Directory and all portions thereof, and that any such copyright is intended for the sole benefit of the Company.

SECTION 12. Indemnification. The Advertiser agrees to indemnify and hold harmless the Company and any affiliates from and against any and all liability, whether or not attributable to the negligence of the Company or any affiliate, and will pay all attorney's fees and other expenses, incurred by the Company or any affiliate in the defense thereof, arising out of the publication of any trademark, trade name, Service mark, or any name, portrait, picture or illustration of a person or any copyrighted work in accordance with this Application or any Advertising Copy submitted in connection with this Application.

SECTION 13. Disconnection of Advertiser's Phone Number. The change or disconnection of a phone number in an Advertisement by an Advertiser does not release the Advertiser from its obligations as set forth herein.

SECTION 14. Survival of Representations and Warranties. The representations and warranties of the Advertiser contained herein and the obligations of the Advertiser hereunder shall survive publication of any Advertisements and the termination of this Application.'

SECTION 15. Modifications. Waiver. This Application may not be amended, nor any term hereof waived, except in writing signed by the Company. Failure of or delay by the Company in enforcing anyone of its rights hereunder, or

publication of any Advertisement, shall not constitute a waiver of such right or any other right. The invalidity or unenforceability of any provision hereof shall not affect the validity or unenforceability of any other provision hereof.

SECTION 16. Successors and Assigns. This Application shall be binding upon and shall inure to the benefit of, the Company and the Advertiser and their respective successors and assigns.

SECTION 17. Construction of Terms. The singular shall include the plural, and vice versa, and the use of any gender shall include all genders. The term "person" shall include individuals, corporations and all other entities or organizations. The term "affiliate" shall include Gibtelecom and all its subsidiaries, direct or indirect.

SECTION 18. Data Protection/Privacy. The Company gives notice to the Advertiser that the data collected pursuant to this Application will only be used in connection with publication of the contracted Advertisement and any other listings in the Directories or any related electronic directory and the Advertiser grants its consent for such processing, Further, the production of such Directories or related electronic directory's involves the transfer of such data to and its processing in the European Union (EU) countries, to which the Advertiser grants its consent. In the event the Applicant does not return this Application duly completed within 2 weeks of its posting, the Company reserves the right to publish a listing of the Advertiser limited to basic

identification data, at no extra charge, in the Directories. In such case, the Advertiser has the right to demand, at no extra charge and at any time, the partial or complete omission of such basic identification data from the Directories effective with the next issue of each Directory. The Advertiser has the right to demand that the Advertisement and any other listing in the Directories or any related electronic directory not reveal the Advertiser's gender. The Advertiser also has the right of access to personal data held about it by the Company and the right to have inaccuracies corrected.

SECTION 19. Application as Reflection of Entire Understanding. This Application contains the entire agreement of the parties and supersedes any and all prior understandings, any oral representatives, and any earlier agreements for the publication of advertising between the Advertiser and the company or any of their respective predecessors.

ADVERTISING DESCRIPTION FURNISHED UPON REQUEST