**DEVELOPMENT AGREEMENT**

**Featured Drug Development Agreements**

DEVELOPMENT AGREEMENT

ENHANCED TOOLBAR INCLUDING AUDIBILIZATION

This Agreement, dated as of June 8, 2004, is by and between YP Corp., a Nevada

corporation with its principal place of business at 4840 E. Jasmine Street,

Suite 105, Mesa, Arizona 85205 and SurfNet Media Group, Inc, a Delaware

corporation with its principal place of business at 2801 South Fair Lane, Tempe,

Arizona 85282. YP and SurfNet are sometimes referred to individually as the

"Party" and collectively as the "Parties."

RECITALS:

A. SurtNet develops computer software that, among other things, provides

enhanced communications capabilities via the Internet.

B. YP is in the business of providing Internet-based yellow page

advertising space on or through www.yellow-page.net, www.yp.net and www.yp.com.

C. YP wishes to utilize in its business certain software applications

developed by SurfNet to enhance and improve the functionality and utility of the

products and services YP uses in its business.

D. SurfNet and YP desire to enter into a business relationship pursuant

to which, among other things, (i) SurtNet would deliver certain software

applications via the Internet to YP, and (ii) YP would make certain payments to

SurfNet.

AGREEMENT:

Accordingly, the Parties hereby agree as follows:

1. Certain Definitions. For the purposes of this Agreement, the following

terms will have the indicated meanings:

1.1 "Beneficial Owner" has the meaning set forth in Rule 13d-3 under the

Securities Act of 1993, as amended.

1.2 "Change Of Control" means a change in control of YP of a nature that

would be required to be reported in response to Item 6(e) of Schedule

14A of Regulation 14A under the Securities Exchange Act of 1934, as

amended (the "Exchange Act"), whether or not YP is subject to the

Exchange Act at such time, including any of the following events:

1.2.1 Any Person becomes the Beneficial Owner, directly or indirectly,

of securities of YP representing a majority of the combined

voting power of or equity interest in YP in connection with a

merger or otherwise. In applying the preceding sentence,

securities acquired directly from YP, its

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subsidiaries, or affiliates by or for the Person shall not be

taken into account.

1.2.2 A merger or consolidation of YP is consummated will, any other

corporation or entity or any other form of business combination

pursuant to which the outstanding stock of YP is exchanged for

cash, securities or other property paid, issued or caused to be

issued by the surviving or acquiring corporation or entity unless

the stockholders immediately before the merger or consolidation

would continue to own equity securities that represent (either by

remaining outstanding or by being converted into equity

securities of the surviving entity) at least a controlling

interest in YP or such surviving or acquiring entity corporation

immediately after such merger or consolidation.

1.2.3 A sale, transfer or lease by YP of all, or substantially all, of

YP's assets is consummated.

1.3 "Deliverables" means the software code as set forth in the

Specifications and other materials required to be delivered by SurfNet

to YP hereunder, as more fully described in the Specifications,

including, without limitation, the Toolbar. Unless otherwise set forth

in this Agreement (including the Specifications), or unless otherwise

agreed by the Parties, all code to be delivered to YP will be

transmitted by SurfNet to YP electronically in accordance with such

security measures as may be mutually agreed by the Parties.

1.4 "Error(s)" means defect(s) in the Technology which prevent(s) it from

performing in accordance with the Specifications.

1.5 "Impression(s)" means a single instance of the Toolbar being accessed

or viewed by an end user.

1.6 "Internet" means any systems for distributing digital electronic

content and information to end users via transmission, broadcast,

public display, or other forms of delivery, whether direct or

indirect, whether over telephone lines, cable television systems,

optical fiber connections, cellular telephones, satellites, wireless

broadcast, or other mode of transmission now known or subsequently

developed.

1.7 "Launch Date" will mean that date on which the Toolbar is first

generally available for use by YP.

1.8 "Person" has the meaning given in Section 3(a)(9) of the Securities

Act of 1933, amended, as modified and used in Section 13(d) of the

Securities Act of 1933, amended, and will include a "group," as

defined in Rule 13d-5 promulgated thereunder. However, a person will

not include YP or any of its affiliates.

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1.9 "Schedule" means the schedule(s) for completion of the Services, as

set forth in the Specifications.

1.10 "Services" means the design, development and delivery of the

Technology in accordance with the Specifications, as modified from

time to time, and all other services performed by SurfNet pursuant to

this Agreement.

1.11 "Specifications" means the specifications for the Services and

Technology, attached to this Agreement as Exhibit A, which includes a

Technology design and content summary, as well as a detailed

specification for all required features and functionality, and a

complete delivery and implementation schedule. The Parties contemplate

that the Specifications may be modified by mutual consent from time to

time during the Term; if and when the Specifications are modified, the

Parties shall initial the new Specifications or amendments to the

existing Specifications, and immediately following the last initialing

such new Specifications or amendments shall automatically be deemed to

supercede or supplement (as the case may be) Exhibit A.

1.12 "Technology" means (i) Metaphor desktop engine computer software

developed by SurfNet driving a YP-designed toolbar created by SurfNet

that will provide an end user with active desktop access to the

Toolbar without imbedding the Technology in the operating system or

desktop, as more fully described in the Specifications, and all future

versions thereof and enhancements, upgrades and modifications thereto

developed by SurfNet ("Phase I"); and (ii) an audibilized Metaphor

desktop engine computer software developed by SurfNet, as more fully

described in the Specifications, and all future versions thereof and

enhancements, upgrades and modifications thereto developed by SurfNet

driving a YP-designed toolbar created by SurfNet that will (A) provide

an end user with active desktop access to the Toolbar without

imbedding the Technology in the operating system or desktop, and (B)

incorporate streaming audio into the Metaphor desktop engine for such

uses as press releases, management announcements and other YP

generated audible messaging ("Phase II").

1.13 "Toolbar" means the product derived from the Technology.

1.14 "Term" means the period of time commencing on the Effective Date and

continuing thereafter indefinitely until this Agreement is terminated

pursuant to Section 8 below.

1.15 "Territory" means the entire universe.

1.16 "Web" means the so-called World Wide Web, containing, inter alia,

pages written in hypertext markup language (HTML) and/or any similar

successor technology.

2. License. Subject to the terms and conditions contained in this Agreement,

SurfNet hereby grants to YP for a duration of two (2) years commencing on

the date that the

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technology is delivered and accepted by YP a worldwide, exclusive license, with

respect to the Internet yellow pages market only, to (i) use the Technology on

YP's websites and permit the Technology to be copied onto the websites of YP's

end users, and (ii) promote the Technology on a co-branded basis.

Notwithstanding the foregoing, if the Launch Date does not occur within six (6)

months from the date hereof, YP will forfeit its exclusivity and the foregoing

license automatically will become a nonexclusive license. SurfNet reserves the

right to make copies of, to make derivative works of and to use the Technology

for commercial purposes and to license the Technology to third parties subject

to the terms of this Agreement, subject to any additional terms relative to the

original term sheet executed by the parties in \_\_\_\_\_\_\_. No rights or licenses

are granted or deemed granted hereunder or in connection herewith, other than

those rights or licenses expressly granted in this Agreement.

3. Compensation. YP shall pay SurfNet for the Services the following:

3.1 A development fee of eighty-five thousand dollars ($85,000), with

fifty thousand dollars ($50,000) payable upon the execution of this

Agreement and thirty-five thousand dollars ($35,000) payable upon

delivery of Phase II.

3.2 A monthly license fee of three thousand seven hundred fifty dollars

($3,750), covering up to one million Impressions per month based on a

streaming rate of 16kbs, payable in arrears on the 15th day of the

month immediately following the Launch Date, and on the 15th day of

each month thereafter during the Term; and

3.3 A monthly license fee of four thousand seven hundred fifty dollars

($4,750) for each additional one million Impressions per month, or any

part thereof, in excess of the aggregate Impressions referenced in

Section 3.2, based on a streaming rate of 16kbs, payable in arrears on

the 15th day of the following month.

3.4 A Change of Control fee of one hundred thousand dollars ($100,000)

payable not later than five (5) business days following a Change of

Control.

4. Technology Development.

4.1 In General. SurfNet shall perform the Services, and deliver to YP the

Technology, in accordance with the Specifications (including the

Schedule), as the same may change from time to time during the Term

with the mutual consent of YP and SurfNet, and all other terms and

conditions contained in this Agreement. SurfNet will use its best

efforts to meet each milestone in the Schedule for delivering the

Technology. SurfNet agrees that the Services shall be performed in a

professional manner and shall be of a high grade, nature and quality.

Throughout the Term:

4.1.1 SurfNet will assign human and financial resources to develop the

Technology.

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4.1.2 SurfNet will monitor the reliability and accessibility of the

Technology, and ensure that it continues to perform in accordance

with the Specifications, excluding any modifications and changes

made by YP without the knowledge or consent of SurfNet.

4.1.3 From time to time, YP may request that SurfNet undertake to

develop certain enhancements to the Technology. Upon such

request, SurfNet shall confer in good faith with YP regarding the

feasibility of developing such enhancements and the time frame

for developing, testing and incorporating such enhancements.

Then, SurfNet and YP shall mutually agree as to whether SurfNet

should pursue development of such enhancements, and, if so, which

of SurfNet and/or YP will fund such development. Upon mutual

written agreement, the Specifications shall be deemed amended to

include such enhancements.

4.2 Acceptance. The terms and conditions contained in this Section will

apply to the initial release of the Technology, as well as to each

subsequent release, upgrade, enhancement and version thereof.

4.2.1 SurfNet agrees to thoroughly test the Technology (including

without limitation each and every release, version, and

enhancement thereof), as appropriate under the circumstances, at

all appropriate stages of development, and shall document its

testing by written test documents delivered to YP. Such test

documents shall include a detailed description of the tests as

conducted, and test results (including, without limitation,

resulting bug list and outstanding issues list). Notwithstanding

anything contained in this Agreement to the contrary, SurfNet

will not deploy the Technology, and/or any enhancement thereof,

unless and until YP authorizes such deployment in writing.

4.2.2 If either Party is aware or becomes aware of a delay that will

prevent SurfNet from meeting a scheduled milestone for any

component of the Technology under the Schedule, such Party will

promptly inform the other Party of such delay, and the reason

therefore, in writing. If such delay is caused by YP, the

Schedule will automatically be deemed extended, if and to the

extent minimally necessitated by the original delay. If such

delay is caused by SurfNet, SurfNet will be given a reasonable

period (up to thirty (30) business days, depending on the

circumstances) to cure. However, SurfNet acknowledges that timely

meeting the Schedule is of critical importance under this

Agreement, and that time is of the essence in curing a delayed

delivery.

4.2.3 YP shall evaluate the beta and final version of the Technology

and shall submit a written acceptance or rejection to SurfNet

within ten (10) business days after YP Net's receipt of the beta

versions and fifteen (15) business days after receipt of the

final version of the Technology. If YP

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identifies Errors in the Technology prior to acceptance, then

SurfNet shall correct, at its sole expense, such Errors, and use

its best efforts to effect such correction within fifteen (15)

business days. If no written acceptance or rejection is received

by SurfNet, acceptance shall he deemed to have occurred.

4.2.4 If SurfNet fails to deliver the Technology within the dates

specified in the Schedule (after application of the applicable

reasonable cure period) and if any Errors discovered during the

acceptance process cannot be eliminated in the correction period

specified in the Specifications or Exhibit B (whichever is

applicable) then YP may, at its option: (i) extend the correction

period; or (ii) suspend its performance until the problem is

corrected to YP's reasonable satisfaction and/or, if the failure

to deliver or uncorrected Error is material, terminate this

Agreement for cause pursuant to Section 8.

4.2.5 Notwithstanding anything contained herein to the contrary,

SurfNet shall at all times hereunder be responsible for ensuring

that the Technology meets all Specifications, and if any Error in

the originally submitted Technology is discovered after

acceptance, SurfNet shall remain obligated to correct such Error

in accordance with the applicable timetable determined by YP and

SurfNet as set forth in the Specifications or Exhibit B, or as

otherwise may be mutually agreed under the circumstances.

5. Representations and Warranties.

5.1 By SurfNet. SurfNet warrants and represents that:

5.1.1 It is a corporation duly organized, validly existing and in good

standing under the laws of Delaware.

5.1.2 It has the full power to enter into this Agreement and to grant

the rights set forth herein.

5.1.3 This Agreement, when executed and delivered by SurfNet, will be

the legal, valid and binding obligation of SurfNet, enforceable

against it in accordance with its terms.

5.1.4 The execution, delivery and performance of this Agreement by

SurfNet does not conflict with, or constitute a breach or default

under, any provision of any agreement, contract, commitment or

instrument to which it is a party

5.2 By YP. YP warrants and represents that:

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5.2.1 It is a corporation duly organized, validly existing and in good

standing under the laws of Nevada.

5.2.2 It has the full power to enter into this Agreement and to grant

the rights set forth herein.

5.2.3 This Agreement, when executed and delivered by YP, will be the

legal, valid and binding obligation of YP, enforceable against it

in accordance with its terms.

5.2.4 The execution, delivery and performance of this Agreement by YP

does not conflict with, or constitute a breach or default under,

any provision of any agreement, contract, commitment or

instrument to which it is a party.

6. Indemnification.

6.1 SurfNet warrants that the use of the Technology by YP pursuant to the

terms hereof shall not constitute an infringement of any existing

patent, copyright or other right. SurfNet hereby agrees to defend or

settle any suit, proceeding or claim brought against YP based on a

claim that the use of the Technology or any part thereof by YP

constitutes an infringement of any existing patent, copyright or other

right. SurfNet shall pay all damages or costs awarded against or

expenses, including attorneys' fees, incurred by YP in such suit,

proceeding or claim.

6.2 In the event the Technology or any part thereof shall be in SurfNet's

opinion likely to or shall become the subject of a claim for patent,

copyright, or other infringement, may, at its option and expense, and

without diminishing SurfNet's obligations under Section 7.1, procure

for YP the right to continue using such affected part of the

Technology or modify such affected part to become non-infringing.

Should SurfNet elect to remove or modify such infringing part of the

Technology, SurfNet shall forthwith replace such part with a

functionally equivalent non-infringing part and/or take other

appropriate action to ensure that the Technology conforms to the

Specifications to YP Net's satisfaction, without cost to YP.

6.3 In the event that SurfNet shall refuse or shall be unable to supply or

shall be prevented from supplying the Technology or any part thereof

to YP, or in the event that YP Net's continued use of the Technology

shall be prohibited or enjoined at any time, SurfNet shall promptly

replace all affected parts of the Technology with functionally

equivalent non-infringing parts and/or shall take such other action to

ensure that the Technology conforms to the Specifications to YP's

satisfaction, without cost to YP.

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6.4 SurfNet warrants that YP shall suffer no interruption of its normal

business activities or cycles as a result of any claimed infringement,

any litigation referred to in Section 7.1 or any replacement of items

contemplated in Sections 5.2 or 5.3 hereof.

7. Warranties.

7.1 SurfNet represents and warrants to YP that as of the date of delivery:

7.1.1 SurfNet has good and merchantable title to and the right to sell

and/or license the Technology as the case may be as provided for

in this Agreement, free and clear of all security interests,

liens and encumbrances.

7.1.2 The Technology is designed in accordance with this Agreement.

7.1.3 The Technology is comprised of all of the features and functions

agreed to herein.

7.1.4 YP shall receive any licenses or warranties extended by any

third party used by SurfNet in connection with the Technology.

7.2 SurfNet further warrants and covenants that for a period of one year

following the Technology Acceptance Date:

7.2.1 The Technology will be free from defects in workmanship and

material.

7.2.2 The Technology will have all of the qualities and features, and

be capable of performing all of the functions described in the

Specifications.

7.2.3 The Technology will be of merchantable quality, will be fit for

the ordinary purposes for which such goods are used, and will

pass without objection in the trade.

7.3 During the one year following the Technology Acceptance Date, SurfNet

will immediately and in no event later than thirty (30) business days

after notice, provide, at no charge to YP, corrections, modifications

or additions to the Technology where YP notifies SurfNet in writing,

of any errors, omissions, deficiencies or inconsistencies in the

Technology, except for any changes made by YP. YP shall assist SurfNet

in identifying these circumstances on which such errors, omissions,

deficiencies or inconsistencies are discovered, and, if requested by

SurfNet, shall document their existence.

7.4 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO

EXPRESS WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN

THIS AGREEMENT.

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8. Termination and Other Remedies.

8.1 In addition to any other rights and/or remedies that YP may have under

the circumstances, all of which are expressly reserved, YP may suspend

performance and/or terminate this Agreement immediately upon written

notice at any time if:

8.1.1 SurfNet is in material breach of this Agreement, and fails to

cure that breach within sixty (60) business days after written

notice thereof, in which case YP Net will have the right to

withhold payment of amounts otherwise owed by YP Net to SurfNet

pursuant to this Agreement; or

8.1.2 In the case of a failure to provide the technology or

deliverables as promised by the delivery dates as mutually agreed

by the parties herein or as extended than YP will be entitled to

the return of all the development money tendered herein.

8.1.3 SurfNet becomes insolvent or makes any assignment for the

benefit of creditors or similar transfer evidencing insolvency;

or suffers or permits the commencement of any form of insolvency

or receivership proceeding; or has any petition under any

bankruptcy law filed against it, which petition is not dismissed

within sixty (60) business days of such filing; or has a trustee

or receiver appointed for its business or assets or any part

thereof.

8.2 In addition to any other rights and/or remedies that SurfNet may have

under the circumstances, all of which are expressly reserved, SurfNet

may suspend performance and/or terminate this Agreement immediately

upon written notice at any time if:

8.2.1 YP is in material breach of Section 3 of this Agreement, and

fails to cure that breach within thirty (30) business days after

written notice thereof; or

8.2.2 YP becomes insolvent or makes any assignment for the benefit of

creditors or similar transfer evidencing insolvency; or suffers

or permits the commencement of any form of insolvency or

receivership proceeding; or has any petition under any bankruptcy

law filed against it, which petition is not dismissed within

sixty (60) business days of such filing; or has a trustee or

receiver appointed for its business or assets or any part

thereof.

8.3 In the event of termination or expiration of this Agreement for any

reason, any provision required to interpret the rights and obligations

of the Parties arising prior to termination of this Agreement shall

survive termination.

9. Confidentiality.

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9.1 Nondisclosure.

9.1.1 SurfNet shall maintain in confidence and shall not disclose to

any third Party the Confidential Information received pursuant to

this Agreement, without the prior written consent of YP. The

foregoing obligation shall not apply to: (i) information that is

known to SurfNet or independently developed by SurfNet prior to

the time of disclosure; (ii) information disclosed to SurfNet by

a third party that has a right to make such disclosure; (iii)

information that becomes patented, published or otherwise part of

the public domain as a result of acts by YP or by a third person

who has the right to make such disclosure; or (iv) information

that is required to be disclosed by order of any governmental

authority or a court of competent jurisdiction; provided that

SurfNet shall notify YP if it believes such disclosure is

required and shall use its best efforts to obtain confidential

treatment of such information by the agency or court.

9.1.2 YP shall maintain in confidence and shall not disclose to any

third Party the Confidential Information received pursuant to

this Agreement, without the prior written consent of SurfNet. The

foregoing obligation shall not apply to: (i) information that is

known to YP or independently developed by YP prior to the time of

disclosure; (ii) information disclosed to YP by a third party

that has a right to make such disclosure; (iii) information that

becomes patented, published or otherwise part of the public

domain as a result of acts by SurfNet or by a third person who

has the right to make such disclosure; or (iv) information that

is required to be disclosed by order of any governmental

authority or a court of competent jurisdiction; provided that YP

shall notify SurfNet if it believes such disclosure is required

and shall use its best efforts to obtain confidential treatment

of such information by the agency or court.

9.1.3 The receiving Party's obligations of confidentiality with

respect to Confidential Information that constitute trade secrets

under the Uniform Trade Secrets Act as adopted in the State of

Georgia (or other similar applicable law) shall run for as long

as such information remains a trade secret. The receiving Party's

obligations of confidentiality with respect to Confidential

Information that is not covered under the Uniform Trade Secrets

Act as adopted in the State of Arizona (or other similar

applicable law), shall run for three (3) years from the date of

termination of this Agreement.

9.2 Use of Confidential Information.

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9.2.1 SurfNet shall ensure that all of its employees, agents and

contractors having access to the Confidential Information of YP

are obligated in writing to abide by SurfNet's obligations

hereunder. SurfNet shall use the Confidential Information only

for the purposes contemplated under this Agreement.

9.2.2 YP shall ensure that all of its employees, agents and

contractors having access to the Confidential Information of

SurfNet are obligated in writing to abide by YP Net's obligations

hereunder. YP shall use the Confidential Information only for the

purposes contemplated under this Agreement.

9.3 Disparagement. Without having first sought and obtained YP Net's

written approval (which YP may withhold in its sole and absolute

discretion), SurfNet shall not, directly or indirectly, (i) trade upon

this transaction or any aspect of SurfNet's relationship with YP, or

(ii) otherwise deprecate YP technology.

9.4 Press Release. Neither Party will issue any press release or make any

public announcement(s) relating in any way whatsoever to this

Agreement or the relationship established by this Agreement without

the express prior written consent of the other Party. However, the

Parties acknowledge that this Agreement, or portions thereof, may be

required under applicable law to be disclosed, as part of or an

exhibit to a Party's required public disclosure documents. If either

Party is advised by its legal counsel that such disclosure is

required, it will notify the other in writing and the Parties will

jointly seek confidential treatment of this Agreement to the maximum

extent reasonably possible, in documents approved by both Parties and

filed with the applicable governmental or regulatory authorities.

Notwithstanding the foregoing, YP and SurfNet will cooperate to create

a mutually approved joint press release regarding the non-confidential

aspects of this Agreement, which press release shall be issued by each

Party on the Launch Date; provided, however, that the precise timing

of such press release shall be subject to the approval of YP (in its

sole and absolute discretion).

9.5 Injunctive Relief. Because damages at law will be an inadequate remedy

for breach of any of the covenants, promises and agreements contained

in this Article 9 hereof, the aggrieved Party shall be entitled to

injunctive relief in any state or federal court located within the

City of Phoenix, Arizona, including specific performance or an order

enjoining the breaching Party from any threatened or actual breach of

such covenants, promises or agreements. The rights set forth in this

Section shall be in addition to any other rights which the aggrieved

Party may have at law or in equity.

10. Miscellaneous

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10.1 Neither Party shall represent itself as the agent nor legal

representative of the other for any purpose whatsoever, and neither

Party shall have the right to create or assume for the other any

obligation of any kind. This Agreement shall not create or be deemed

to create an agency, partnership, franchise, employment relationship

or joint venture between the Parties. Each Party's employees who

perform services related to this Agreement shall remain under the

exclusive direction and control of their respective employer and shall

receive such salaries, compensation and benefits as their respective

employer may from time to time determines. Each Party shall have full

and sole responsibility for its employees who perform any service

related to this Agreement with regard to compliance with all

applicable laws, rules and regulations governing such Party relating

to employment, labor, wages, benefits, taxes and other matters

affecting its employees,

10.2 Any notice required or permitted to be given under this Agreement

shall be made in writing and shall be deemed to have been given or

made if it is in writing and is: (i) delivered in person, (ii) sent by

same day or overnight courier, (iii) mailed by certified or registered

mail, return receipt requested, postage prepaid, addressed to the

Party at its address set forth below or at such other address as such

Party may subsequently furnish to the other Party by notice hereunder,

or (iv) delivered by facsimile, the transmittal of which shall be

confirmed by a telephone call to the other Party and by dispatch of a

confirming copy of the transmittal by registered or certified mail,

postage prepaid. Notices will be deemed effective on the date of

delivery in the case of personal delivery, or three (3) business days

after mailing, or on the date of dispatch in the case of notification

by facsimile (assuming confirmation of transmission). The Parties'

addresses for purposes of notice shall be as set forth above.

10.3 This Agreement shall be construed, enforced, performed and in all

respects governed by and in accordance with the laws in the State of

Arizona. In any action or suit to enforce any right or remedy under

this Agreement the prevailing Party shall be entitled to recover its

reasonable attorneys' fees and costs.

10.4 In the event any provision of this Agreement is rendered null, void or

otherwise ineffective in any given country or any political

subdivision in a given country, then (i) the Parties agree to

negotiate in good faith an acceptable alternative provision which

reflects as closely as possible the intent of the unenforceable

provision and which shall apply only with respect to that portion of

the Territory in which the original provision is rendered null, void

or otherwise ineffective and (ii) notwithstanding, and regardless of

whether the Parties reach agreement after the good faith negotiations

described in clause (i) immediately above, the validity, legality and

enforceability of the remaining provisions of this Agreement with

respect to such portion of the Territory (and of all of the provisions

of this Agreement with respect to the balance of the Territory) shall

not in any way be

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affected or impaired thereby and shall remain in full force and

effect. Section and all other headings used herein are provided for

convenience only and are not to be given any legal effect or

considered in interpreting any provision of this Agreement. No

provision of this Agreement shall be interpreted against any Party

because such Party or its legal representative drafted such provision.

10.5 Neither Party may transfer, assign or sublicense this Agreement, or

any rights or obligations hereunder, whether by contract or by

operation of law, except with the express written consent of the other

Party, and any attempted transfer, assignment or sublicense by a Party

in violation of this Section shall be void. For purposes of this

Agreement, an "transfer" under this Section shall be deemed to

include, without limitation, the following: (a) a merger or any other

combination of an entity with another party, whether or not the entity

is the surviving entity; (b) any transaction or series of transactions

whereby a third party acquires direct or indirect power to control the

management and policies of an entity, whether through the acquisition

of voting securities, by contract, or otherwise; (c) the transfer of

any rights or obligations in the course of a liquidation or other

similar reorganization of an entity; or (d) the transfer to a

subsidiary. Neither Party will unreasonably withhold or delay its

consent to a requested transfer, assignment or sublicense. Subject to

the provisions of this Section, this Agreement shall be binding upon

and inure to the benefit of each Party and their respective successors

and assigns.

10.6 All rights and obligations of the Parties hereunder arc personal to

them. Except as otherwise specifically stated herein, this Agreement

is not intended to benefit, nor shall it be deemed to give rise to,

any rights in any third party.

10.7 Each Party shall be responsible for compliance with all applicable

laws, rules and regulations, if any, related to the performance or its

obligations under this Agreement.

10.8 No waiver of any breach of any provision of this Agreement shall

constitute a waiver of any prior, concurrent or subsequent breach of

the same or any other provisions hereof or thereof, and no waiver

shall be effective unless made in writing and signed by an authorized

representative of the waiving Party.

10.9 Neither Party shall be liable hereunder by reason of any failure or

delay in the performance of its obligations hereunder during any event

of force majeure.

10.10 This Agreement contains the entire agreement of the Parties with

respect to the premises, and may not be modified or amended except by

a written instrument executed by the Party sought to be charged or

bound thereby.

10.11 The Parties acknowledge that there may be instances during the Term

when, notwithstanding the Non-Disclosure Agreement referred to in

Section 10.1 above, either party will not wish to disclose or have the

other party become aware

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(through inspection or otherwise) of certain confidential and

proprietary information of the other party relating to its business

and/or technology. In those instances, the Parties agree to work

together in a spirit of cooperation to work around such disclosure so

that each party is able to perform the Services under this agreement

to the other party's reasonable satisfaction and otherwise discharge

their obligations under this Agreement without making such disclosure.

11. Source Code Escrow. SurfNet agrees to deposit a full and complete

electronic copy of the source code to the Technology, and all updates and

enhancements thereto (the "Source Materials"), into escrow with a mutually

agreed upon escrow services company. The parties will enter into a mutually

agreeable escrow agreement. YP shall pay all fees for such escrow and

SurfNet shall bear its own costs in preparing the Source Materials for

deposit. The escrow agreement shall provide for the release of such Source

Materials in the event SurfNet ceases to do business in the normal course

(except in the cases of corporate restructuring, acquisition or

reorganization under Chapter 11 of the U.S. Bankruptcy Code). Subject to

the terms and conditions of this Agreement, upon release from escrow, YP

shall have a nonexclusive, license to use and modify the Source Materials

and distribute the same. Title in all Source Materials shall remain in

SurfNet, and YP will take all reasonable precautions to maintain the

secrecy of the Source Materials unless Surfnet becomes insolvent as defined

herein.

Executed as of the date set forth above.

SURFNET MEDIA GROUP, INC. YP CORP.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert Arkin Peter Bergmann

Chairman Chief Executive Office

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EXHIBIT A

SPECIFICATIONS, DELIVERY AND IMPLEMENTATION SCHEDULE

The toolbar shall contain the following:

1. Search controls consistent with the YP main website

2. Stock ticker information

3. Rotating banners consisting of a YP banner and banners for YP's

national customer base including audio commercials.

4. This will be based on Surfnet's MetaphorTM patented technology.

The toolbar shall be similar to that shown in www.toolbar.com on the Surfnet

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proofing station.

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EXHIBIT B

CORRECTION PERIODS

Corrections shall be made as needed on an ongoing basis, Should such corrections

result in designing a new toolbar or one with new functionalities, revised

pricing will be instituted based on negotiations to be conducted at the time.

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