

**Fill in this information to identify the case:**

Debtor 1 Gold's Holding Corp.  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court for the: Northern District of Texas, Amarillo Division  
Case number 20-31320-hdh11

E-Filed on 07/09/2020  
Claim # 149

# Official Form 410 Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

## Part 1: Identify the Claim

<b>1. Who is the current creditor?</b>	
<u>Yelp, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>
	<b>Where should payments to the creditor be sent? (if different)</b>
<u>Julie Zidek Carter</u> Name <u>4343 N. Scottsdale Rd Ste 220</u> Number Street <u>Scottsdale</u> <u>AZ</u> <u>85251</u> City State ZIP Code Contact phone <u>(415) 908-3801</u> Contact email <u>finance@yelp.com</u>	_____ Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
<b>4. Does this claim amend one already filed?</b>	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 3 1 4

7. How much is the claim? \$ 13,302.00. Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
Services Performed

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)(    ) that applies.

**Amount entitled to priority**

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/09/2020  
MM / DD / YYYY

Amanda A Gasal  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Amanda Gasal  
First name Middle name Last name

Title Senior Collections Specialist

Company Yelp, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 14181 Noel Road Apt 3204  
Number Street  
Dallas TX 75254  
City State ZIP Code

Contact phone (480) 207-5610 Email aagasal@yelp.com

Attachment 1 - 4518\_001.pdf

Description -



ADVERTISING AGREEMENT  
(FRANCHISOR PURCHASE ORDER AND YELP PRICING COMMITMENT)

THE PURCHASE ORDER AND PRICING COMMITMENT, AND THE MASTER ADVERTISING TERMS, BELOW, CONSTITUTES AN AGREEMENT (COLLECTIVELY, THE "ADVERTISING AGREEMENT") BETWEEN THE FRANCHISOR INDICATED BELOW IN THE SIGNATURE BLOCK AND YELP INC. ("YELP"). PLEASE SIGN AND RETURN TO YELP AT THE NUMBER INDICATED ON THE FAX COVER SHEET OR AS OTHERWISE INSTRUCTED BY YELP. THE ADVERTISING AGREEMENT BECOMES EFFECTIVE BETWEEN THE PARTIES AS OF THE DATE SIGNED BY FRANCHISOR ("COMMITMENT EFFECTIVE DATE"). THE ADVERTISING AGREEMENT IS VOIDABLE BY YELP IF NOT ACCEPTED BY FRANCHISOR AND RECEIVED BY YELP WITHIN 30 DAYS FROM THE DATE SENT TO FRANCHISOR.

In order to improve the flow and accuracy of communication between Yelp and the Franchisor's affiliates, Yelp requires that Franchisor's primary contact(s) with Yelp be identified as the "Primary Contact" in this Client Information sheet. Client's Primary Contact(s) will act as the point of contact between Franchisor and Yelp. All communication from Franchisor and its affiliates, not including Franchisees, to Yelp must be aggregated prior to contacting Yelp. Franchisor may update the Primary Contact person(s) at any time by providing written notice, including email, to Franchisor's Account Manager at Yelp.

Franchisor Primary Client Contact Information ("Franchisor" or "Client"):

Franchisor or Business name: *Solde Holding Corp.*

Primary Contact name:

Email:

Phone:

FRANCHISOR SIGNATURE:

Date: *11/21/2015*

Title: *CEO*

Print Name: *Richard S. Teblonka*

Client Signature: *Richard S. Teblonka*

**PURCHASE ORDER AND PRICING COMMITMENT**  
North America

Franchisor will provide Yelp with a contact list of its Franchisees solely for the purpose of Yelp contacting the Franchisees to offer them the below Ad Programs at the below fees. Franchisor will complete and submit a Franchisee location list inclusive of all contact information (name, business cell phone, business phone, email, address) for each of their potential Franchisee Advertisers. Franchisor will provide Yelp with a single point of contact (Primary Client Contact) that must be a direct employee of Franchisor (no agency contacts or third party representatives). Franchisor will include this Franchise Commitment Agreement, including a copy of the Yelp Advertising Agreement (Franchisee), along with an email to Franchisees explaining that the below Ad Program options are part of an approved marketing program with Yelp. Franchisor will schedule one conference call or webinar between Franchisees and Yelp for the purpose of facilitating discussion between Yelp and the Franchisees.

Multiple Locations\* (Location List Attached)

<b>Ad Program Pricing Commitment</b>	
<b>Enhanced Profile</b>	<b>Number of Corporate Locations: 147</b> <span style="float: right;"><b>Monthly Fee Per Location: \$18.00</b></span>
Yelp will provide the following fee rates to Franchisor's Franchisees for a period of 12 months from the Commitment Effective Date. Franchisees are free to purchase additional programs should they be available.	
<b>Number of Potential Franchisee Locations: 283</b>	
<b>Option 1:</b> Enhanced Profile with Competitor Ad Removal – Fixed Fees \$90 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$110 per month <input type="checkbox"/> Featured Video - Additional Fixed Fees: \$20 per month <input type="checkbox"/> Call Tracking - Additional Fixed Fees: \$25 per month	
<b>Option 2:</b> Enhanced Profile with Competitor Ad Removal – Fixed Fees \$75 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$225 per month <input type="checkbox"/> Featured Video - Additional Fixed Fees: \$16 per month <input type="checkbox"/> Featured Video and Production - Additional Fixed Fees: \$40 per month <input type="checkbox"/> Call Tracking - Additional Fixed Fees: \$20 per month	
<b>Option 3:</b> Enhanced Profile with Competitor Ad Removal – Fixed Fees \$60 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$440 per month <input type="checkbox"/> Featured Video - Additional Fixed Fees: \$12 per month <input type="checkbox"/> Featured Video and Production - Additional Fixed Fees: \$30 per month <input type="checkbox"/> Call Tracking - Additional Fixed Fees: \$15 per month	
<b>Option 4:</b> Enhanced Profile with Competitor Ad Removal – Fixed Fees \$35 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$715 per month <input type="checkbox"/> Featured Video - Additional Fixed Fees: \$8 per month <input type="checkbox"/> Featured Video and Production - Additional Fixed Fees: \$20 per month <input type="checkbox"/> Call Tracking - Additional Fixed Fees: \$10 per month	
<b>Option 5:</b> Enhanced Profile with Competitor Ad Removal – Fixed Fees \$10 per month CPC Auction-based Auto-bidding Program - Maximum CPC Budget Cap of \$990 per month <input type="checkbox"/> Featured Video - Additional Fixed Fees: \$4 per month <input type="checkbox"/> Featured Video and Production - Additional Fixed Fees: \$10 per month <input type="checkbox"/> Call Tracking - Additional Fixed Fees: \$5 per month	
Maximum CPC Bid Price varies by location. See Advertising Agreements (Franchisee) for details.	
<b>Summary</b>	
<b>Total Number of Locations: 430</b> <b>Service Start Date: 2/1/2015</b> <b>Commitment Period:</b> 12 months from Service Start Date** <b>Automatic Renewal: None</b>  <b>Payment Type:</b> Client to pay in advance by check, within 30 days from date of invoice  <b>Payment Frequency:</b> quarterly  <b>Payment Currency:</b> USD  <b>Yelp Salesperson: Jordan Grossman</b>	Total Monthly Fixed Costs:     \$ 2,646.00  <i>Adjustments to Program Locations:</i> Client may add or remove locations from Profile Ad Programs each month by emailing Client's AM a revised Location List, at least 5 business days prior to the 1 <sup>st</sup> of the upcoming month, containing all locations Client wishes to be active in that month. Client agrees that Yelp may invoice, and Client shall pay, for all locations active in each month.  Decreasing the total number of active locations by more than 5% of the number listed in this initial Purchase Order shall require a

Supplemental Purchase Order and be subject to an increase in per profile pricing to Yelp's then-current rates.

#### Additional Terms

Unless otherwise agreed in writing, Franchisor is not liable for any of its Franchisees' obligations under any Franchisee Advertising Agreement or Purchase Order executed by a Franchisee.

Franchisor grants Yelp a limited, non-exclusive, non-transferable, royalty-free license to use Franchisor's trademarks solely to communicate with Franchisees in connection with the terms of this Agreement.

For the purpose of clarity, this agreement does not grant Franchisees or Franchisor any control over the reviews displayed on Client's listing or the application of Yelp's Terms of Service and Content Guidelines.

\*Location listings, as well as specific location pricing, are included in the electronic Location List as a schedule to this Purchase Order. The Ad Program and Fees in the same row as the referenced additional listings shall apply to the listings in such attached schedule.

\*\*Early Termination Fee applies if Client terminates prior to end of Commitment Period. "Early Termination Fee" is the total amount of Fixed Costs payable to Yelp during the Commitment Period less any amounts already paid to Yelp for Fixed Costs under the Purchase Order, as otherwise set forth above in the Purchase Order form.

#### Ad Program Descriptions

**Enhanced Profile Program:** allows Client to access premium features in connection with its business profile page, such as competitive ad removal, photo slideshow, and account support.

**Cost-Per-Click ("CPC") Auction-based Auto-bidding Program:** Yelp delivers a variable and unguaranteed number of ad impressions to the Site to promote Client's business, as determined at Yelp's sole discretion based on available inventory and other factors, and Client pays Yelp for the number of clicks during a given period of time. A "click" occurs when a Site user clicks on an ad impression. Yelp establishes a minimum bid price per click, which is the least the Client would pay for a click and which Yelp may change at any time. If there are no competing advertisers, Client pays the minimum bid price. If there are competing advertisers, the winning advertiser will pay the minimum amount of money necessary to beat the second-place advertiser, based on relevance and bid price. Client agrees to allow Yelp to implement an auto-bidding strategy whereby Client's bid price per click varies based on relevance, competition, and other factors, in an effort to maximize the number of clicks an advertiser receives.

**Featured Video:** Client must provide a video that the Client has the rights to display on the Yelp Site, subject to Yelp's specifications and guidelines. Yelp will host the video for the duration of the associated Ad Program.

**Call Tracking Feature** replaces the phone number displayed on the Client's business profile pages on the Site with temporary local or toll-free tracking phone numbers. Tracking numbers provided by Yelp are the property of Yelp or its service providers, and cannot be retained by Client. Client may choose between local and toll free tracking numbers. Local numbers are based on availability. If local numbers are not available in a specific area code, Yelp reserves the right to substitute toll free tracking numbers.

#### MASTER ADVERTISING TERMS

##### I. Ad Programs

Yelp Inc. ("Yelp") will provide the advertising services that Client (also referred to as "you" and "your") purchases from Yelp from time to time ("Ad Programs") in connection with Yelp's websites, mobile applications, and other properties (including other third party properties that the parties may agree upon in writing) ("Site") pursuant to these Master Advertising Terms (the "Terms"). Each such purchase will be set forth in a purchase order agreed to in writing by both parties which sets forth the Ad Programs being purchased, applicable fees, the date the Ad Program starts ("Service Start Date"), the duration of the advertising commitment ("Commitment Period"), and any renewal terms, among other information ("Purchase Order"). Each agreed upon Purchase Order is governed by and incorporated into these Terms, and Client's initial Purchase Order is hereby attached hereto. Yelp may at any time replace the features associated with any Ad Program with features of substantially similar value. An "ad impression" is a single display of an advertisement on the Site which incorporates content provided by Client and/or the Site's users. An "ad click" is a single instance for which Yelp records that a user clicked on an ad impression. A "user view" is a single instance for which Yelp records that the Site, or a particular page or portion of the Site, was accessed or viewed.

##### II. Fees and Payment

Client will pay Yelp the fees specified in each Purchase Order for the duration of its term. The fees are fixed for the duration of the Commitment Period specified in each Purchase Order, but may be modified by Yelp thereafter by providing one (1) month's prior written notice to Client. All fees are net of any taxes Client may be required to pay in its taxing jurisdiction. Payments are due in advance of the period for which they apply, or as otherwise set forth in the applicable Purchase Order. Unpaid amounts or errors may be billed in subsequent invoices. If Client's payment method fails or Client's account is past due, Yelp may collect past due amounts using other collection mechanisms, and Client agrees to pay all expenses associated with such collection, including reasonable attorneys' fees.

IF CLIENT PROVIDES YELP WITH CREDIT CARD, DEBIT CARD, OR BANK ACCOUNT INFORMATION, CLIENT AUTHORIZES YELP TO USE SUCH PAYMENT INFORMATION TO AUTOMATICALLY CHARGE CLIENT ON A RECURRING BASIS TO COLLECT ALL FEES DUE HEREUNDER. CLIENT REPRESENTS THAT HE OR SHE IS AUTHORIZED TO INCUR CHARGES AGAINST THE PAYMENT CARD USED TO PURCHASE AD PROGRAMS. THE FORM OF PAYMENT CANNOT BE CHANGED OR ALTERED UNLESS ALL AMOUNTS DUE UNDER THE TERMS HAVE BEEN PAID IN FULL OR OTHERWISE AGREED TO BY THE PARTIES IN WRITING.

##### III. Representations and Warranties

Yelp Multi-Payer FMSA, EPs Included (last rev: 12.16.14)

Each party represents and warrants to the other that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized; all contact and entity information is complete, correct and current, and the execution and delivery of the Terms, and the performance of the transactions contemplated hereby, are within its corporate powers, and have been duly authorized by all necessary corporate action.

Client represents and warrants to Yelp that any information or materials that Client provides in connection with Ad Programs ("Advertising Materials") will (a) be true and complete, (b) not contain any material which violates Yelp's content guidelines or which is otherwise unlawful, defamatory or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights) or which may encourage a criminal offense or otherwise give rise to civil liability and (c) comply with all applicable laws and regulations in its performance of the Terms (including all applicable privacy / data protection laws and regulations and laws related to Promotions). "Promotions" are any contest, sweepstakes, coupon or other promotion appearing on or promoted through the Site by Client. Yelp reserves the right to reject or remove any Advertising Materials at its sole discretion, and to alter any Advertising Materials to conform to technical specifications.

Client further represents and warrants to Yelp that Client will not, and will not authorize or induce any other party, to: (x) generate automated, fraudulent or otherwise invalid ad impressions, inquiries, conversions, ad clicks or other actions; (y) use any automated means or form of scraping or data extraction to access, query or otherwise collect Yelp content and reviews from the Site, except as expressly permitted by Yelp or (z) use any Yelp trademarks in any manner without Yelp's prior written consent. All rights not expressly granted to Client hereunder are reserved by Yelp.

#### IV. Information About and Use of the Site

The Site allows consumers to post ratings and reviews about businesses like Client's. Purchasing Ad Programs does not impact ratings or reviews. The Site employs automated software in an effort to showcase the most reliable and useful reviews while displaying other reviews less prominently. Client understands that while Yelp uses such automated software to identify potentially less helpful reviews, the software may sometimes suppress legitimate reviews or fail to detect illegitimate reviews. Client's purchase of Ad Programs will not influence the automated software or otherwise allow or enable Client, directly or indirectly, to alter reviews or impact whether, where, or how reviews appear on the Site. Yelp disclaims all liability arising from Yelp's access to Client's account on Client's behalf in order to make changes or post information to the Site ("Client Instructions"). It is Client's responsibility to confirm that Client Instructions are executed as requested. Client's use of the Site, including any use by someone else acting on Client's instructions, is governed by the Terms of Service, which can be accessed through the "Terms of Service" URL located at the bottom of your business profile page.

#### V. Term and Termination

These Terms will become effective between the parties as of the date Client executes the Advertising Agreement (the "Effective Date"). Each Purchase Order will become effective on the date of the Client's signature, and will remain in effect until terminated as provided below. Client may terminate a Purchase Order effective at the end of its Commitment Period or any renewal period by providing written notice to your Yelp account representative on or before the 15<sup>th</sup> day of the month in order for the Purchase Order to terminate at the end of that month. If Client provides written notice after the 15<sup>th</sup> day of the month, then the Purchase order will terminate at the end of the following month. If a subsequent Purchase Order is executed between the parties, then the older Purchase Order shall terminate on the latest Purchase Order's Service Start Date in order to prevent having two (2) or more Purchase Orders effective at the same time, unless otherwise agreed upon by the parties in the Purchase Order. Unless otherwise terminated as provided under the Terms, the Terms will automatically expire six (6) months after the termination or expiration of the last surviving Purchase Order.

RECOGNIZING THE UP-FRONT SALES, SETUP, AND OPPORTUNITY COSTS THAT YELP BEARS IN CONNECTION WITH CLIENT PURCHASE ORDERS, AS WELL AS OTHER DAMAGES WHICH BEAR A REASONABLE RELATIONSHIP TO THE RANGE OF ACTUAL DAMAGES THAT, AS OF THE EFFECTIVE DATE, THE PARTIES ANTICIPATE WOULD FLOW FROM AN EARLY TERMINATION BY CLIENT, CLIENT AGREES TO PAY THE EARLY TERMINATION FEE SET FORTH IN ANY PURCHASE ORDER, IF CLIENT TERMINATES SUCH PURCHASE ORDER AFTER THE EFFECTIVE DATE AND BEFORE THE END OF ITS COMMITMENT PERIOD.

Yelp may terminate any Purchase Order or the Advertising Agreement at any time for any or no reason without liability, effective immediately, by providing written notice to Client. In the event of such termination, Client will immediately pay all unpaid fees through the date of termination, and Yelp will reimburse any fees that were prepaid for Ad Programs to be rendered after the date of such termination.

#### VI. YELP'S DISCLAIMER OF WARRANTIES

CLIENT ACKNOWLEDGES AND AGREES THAT AD PROGRAMS ARE PROVIDED TO CLIENT ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YELP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE AD PROGRAMS AND EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, YELP SPECIFICALLY DISCLAIMS ALL WARRANTIES AND GUARANTEES REGARDING (I) THE PERFORMANCE, QUALITY AND RESULTS OF THE AD PROGRAMS, INCLUDING AD CLICK RATES, CONVERSIONS, AND ANY USER-GENERATED CONTENT THAT APPEARS IN YOUR AD PROGRAMS, (II) the accuracy of the information and metrics that yelp provides in connection with the site or Ad Programs (e.g., TRAFFIC, VIEWS, VISITORS, USERS, DEMOGRAPHICS, AND BEHAVIORAL INFORMATION ABOUT VISITORS AND USERS), AND (III) the placement, CONTENT, PROMOTIONAL VALUE, QUALITY, TIMING, OR NUMBER OF AD IMPRESSIONS. YELP SHALL NOT BE LIABLE FOR NON-PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL. WHILE YELP WILL TRY TO TARGET AD IMPRESSIONS TO PARTICULAR USERS, TYPES OF USERS, USER LOCATIONS, USER QUERIES, OR OTHER USER BEHAVIORS, YELP MAY NOT BE ABLE TO ACHIEVE A CLIENT'S SPECIFIC EXPECTATION OF ACCURATE AD TARGETING.

#### VII. LIMITATIONS OF LIABILITY

(a) THIRD PARTIES MAY INADVERTENTLY OR FOR FRAUDULENT OR IMPROPER PURPOSES GENERATE AD IMPRESSIONS, USER VIEWS, CALLS OR AD CLICKS ("THIRD-PARTY ACTIVITY"), WHICH MAY IMPACT THE FEES YOU PAY YELP AND THE PERCEIVED EFFECTIVENESS OF AD PROGRAMS. CLIENT ACCEPTS THE RISK OF THIRD-PARTY ACTIVITY WITHOUT LIABILITY TO YELP. AS SUCH, THE PARTIES AGREE THAT YELP HAS NO LIABILITY FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIRD-PARTY ACTIVITY EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, IN WHICH CASE YELP'S MAXIMUM LIABILITY AND CLIENT'S EXCLUSIVE REMEDY IS A REFUND IN THE FORM OF REPLACEMENT ADVERTISING SERVICES ON YELP EQUAL TO THE NUMBER OF THIRD-PARTY ACTIVITY. TO THE EXTENT THAT YELP ITSELF INADVERTENTLY GENERATES AD IMPRESSIONS, USER VIEWS, OR AD CLICKS, YELP'S MAXIMUM LIABILITY AND CLIENT'S EXCLUSIVE REMEDY IS A REFUND IN THE FORM OF REPLACEMENT ADVERTISING SERVICES EQUAL TO THE NUMBER OF SUCH INVALID AD IMPRESSIONS, USER VIEWS, OR AD CLICKS, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW. YELP'S MAXIMUM LIABILITY AND CLIENT'S EXCLUSIVE REMEDY IN THE EVENT OF ANY UNDER-DELIVERY OF AD IMPRESSIONS IN ANY GIVEN MONTH IS, AT YELP'S SOLE DISCRETION, FOR YELP TO EITHER (I) DELIVER THE SHORTFALL OF AD IMPRESSIONS IN SUBSEQUENT MONTHS OR (II) PROVIDE A REFUND OF THE OVERCHARGED AMOUNT, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW.

(b) FOR ALL OTHER CLAIMS ARISING FROM, RELATED TO, OR IN CONNECTION WITH A PURCHASE ORDER, AD PROGRAMS, OR THE TERMS THAT ARE NOT EXPRESSLY ADDRESSED IN SECTION VII (a) ABOVE, YELP'S (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES) MAXIMUM AGGREGATE



LIABILITY AND CLIENT'S EXCLUSIVE AGGREGATE REMEDY IS THE TOTAL FEES PAYABLE TO YELP HEREUNDER DURING THE SPECIFIED COMMITMENT PERIOD EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) OTHER THAN AS MAY BE CONTAINED IN AN EARLY TERMINATION FEE INDICATED IN A PURCHASE ORDER, NEITHER PARTY NOR ITS AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE, OR INTERRUPTION OF BUSINESS) ARISING FROM, RELATED TO, OR IN CONNECTION WITH A PURCHASE ORDER, THE AD PROGRAMS, THE SITE, OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION VII SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY.

#### VIII. Indemnification

Client will indemnify, defend, and hold Yelp and its officers, directors, agents, and employees harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including but not limited to attorneys' fees and court costs) (collectively a "Third Party Claim") arising out of or in connection with (i) the Advertising Materials, Client Instructions, or Client's use of Ad Programs, (ii) any breach of representations or warranties provided under these Terms by Client in Section III, (iii) any Promotion, including any claims for any violation by the Promotion of any applicable law, rule or regulation, (iv) Client's products or services or the provision thereof to end users or (v) if applicable, failure to obtain the consent from all parties to recorded phone calls originating from the Tracking Numbers if you have enrolled in the Pay-Per-Call Program. Yelp will notify Client promptly of any Third Party Claim for which it seeks indemnification and will permit Client to control the defense of such Third Party Claim with counsel chosen by Client; provided, that Client will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Yelp without Yelp's prior written consent.

#### IX. Choice of Law and Arbitration

(a) Any claim, controversy, cause of action or dispute that might arise between Client and Yelp ("Claim") will be exclusively governed by laws of the United States of America and the State of California consistent with the Federal Arbitration Act without regard to conflict of law provisions or giving effect to any principles that may provide for the application of the laws of another jurisdiction. Client agrees that any subpoena, third-party discovery request, or other third-party process directed to Yelp must issue from, or be domesticated by, the state or federal courts located within San Francisco County, California.

(b) All Claims must be exclusively and finally resolved and settled by final and binding arbitration administered by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before a single arbitrator who is a member of the AAA. Arbitrations will be held in San Francisco, California, but the parties may choose for themselves whether to appear in person, by phone, or through the submission of documents. The arbitrator will issue a ruling in writing, and will detail all findings of fact and law upon which the ruling was made. The arbitrator will not have the power to commit errors of law or legal reasoning, and the ruling may be vacated or corrected on appeal to a court of competent jurisdiction for such errors. The arbitrator's ruling will otherwise be final and binding on all parties, and may be entered in any court of competent jurisdiction. NOTWITHSTANDING THE FOREGOING, FOR ANY CLAIM WHICH IS NOT SUBJECT TO ARBITRATION, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

(c) CLIENT AND YELP AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS BOTH CLIENT AND YELP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A CLAIM IMPLICATES THIS SUBSECTION (C), AND THIS SUBSECTION (C) IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL BY A COURT, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

#### X. Miscellaneous

(a) Any of Client's terms or conditions which are in addition to or different from those contained in or added by way of interlineation to the Terms or any Purchase Order as originally provided to Client by Yelp which are not separately expressly agreed to in writing by both parties are deemed material and are hereby objected to and rejected by Yelp. No conditions, printed or otherwise, appearing on other contracts, orders or copy instructions which conflict with, vary, or add to these Terms will be binding on Yelp, and any conflicting or additional terms contained in any other documents or oral discussions are void. The Advertising Agreement embodies the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, emailed or written representations and agreements between the parties. No statements or promises by either party have been relied upon in entering into the Advertising Agreement, except as expressly set forth herein. Each party shall not disclose the terms or conditions of the Advertising Agreement to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation.

(b) Anyone agreeing to the Advertising Agreement on behalf of Client represents and warrants that it has full legal power and authority to enter into the Advertising Agreement, perform its obligations hereunder, and authorize the fee payments set forth in the Purchase Order(s).

(c) Notices under the Advertising Agreement must be in writing and sent via the following methods. Yelp may provide effective notice to Client by facsimile, registered or certified mail, commercial courier or by sending an email to the email address specified in the Client Information section, and the notice will be deemed received when received by Client, but any event no later than two (2) days after dispatch by Yelp. Any notices sent by Client to Yelp will be sent via registered or certified mail, or commercial courier to its General Counsel at Yelp Inc., 140 New Montgomery Street, San Francisco, California, 94105, and will be deemed received when such notice is received by Yelp.

(d) Any conflict among the Terms, TOS, and Purchase Orders will be resolved first in favor of the Purchase Orders (most recent first, if applicable), then the Terms, and then the TOS. The Advertising Agreement may not be amended or modified except as agreed upon in writing by the parties. No provision in the Advertising Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. Client may not assign any rights or obligations under the Advertising Agreement without Yelp's prior consent, and any purported assignment by Client shall be void. If any provision of the Advertising Agreement is held to be invalid or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision or strike such provision without further prejudice to the Advertising Agreement such that all remaining provisions of the Advertising Agreement shall remain in full force and effect. Sections VI, VII, VIII, IX, and X of the Terms will survive any termination of the Advertising Agreement.

[END TERMS]

Attachment 2 - GOLD'S GYM HOLDING CM #224031.pdf

Description -



140 New Montgomery Street  
San Francisco, CA 94105

# CREDIT MEMO

**Customer:**

GOLD'S GYM HOLDING  
4001 Maple Avenue, Suite 200  
Dallas, TX 75219,  
United States  
**ATTN:** Account Payables

Credit Memo	224031
Date	06-FEB-20
Credit Invoice Number	159398
Agency IO Number	
Yelp IO Number	
Advertiser	
Campaign	
Main Contact	
Billing Period	11/01/19 - 01/31/20
Terms	
Due Date	
Currency	USD

Line	Description	Quantity	Unit Price	UOM	Amount
1	Enhanced Profiles			Ea	24.00
<b>Tax</b>					0.00
<b>Total:</b>					24.00

<b>Remit Check To:</b> Yelp Inc. P.O. Box 204393 Dallas, TX 75320-4393	<b>Wiring Instructions:</b> Wells Fargo NA 420 Montgomery, Street San Francisco, CA 94104  Account# 4121952774    Routing# 121000248
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Email: [finance@yelp.com](mailto:finance@yelp.com)

EIN: 20-1854266

Phone: 415-908-3801

Attachment 3 - GOLD'S GYM HOLDING - 159398 (1).pdf

Description -



140 New Montgomery Street  
San Francisco, CA 94105

# INVOICE

**Customer:**

GOLD'S GYM HOLDING  
4001 Maple Avenue, Suite 200  
Dallas, TX 75219,  
United States  
**ATTN:** Account Payables

Invoice Number	159398
Invoice Date	31-Oct-2019
Agency IO Number	
Yelp IO Number	
Advertiser	
Customer PO#	
Billing Period	11/01/19 - 01/31/20
Terms	30 NET
Due Date	30-Nov-19
Currency	USD

Line	Description	Billing Period	Quantity	Unit Price	UOM	Amount
1	Enhanced Profiles <i>134 Locs</i>	NOV-2019	3.00	3,216.00	Ea	9,648.00
<b>Total Due:</b>						9,648.00

<b>Remit Check To:</b> Yelp Inc. P.O. Box 204393 Dallas, TX 75320-4393	<b>Wiring Instructions:</b> Wells Fargo NA 420 Montgomery, Street San Francisco, CA 94104 Account# 4121952774 Routing# 121000248
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Email: [finance@yelp.com](mailto:finance@yelp.com)

EIN# 20-1854266

Phone# 415-908-3801

Attachment 4 - GOLD'S GYM HOLDING - 161460.pdf

Description -



140 New Montgomery Street  
San Francisco, CA 94105

# INVOICE

**Customer:**

GOLD'S GYM HOLDING  
4001 Maple Avenue, Suite 200  
Dallas, TX 75219,  
United States  
**ATTN:** Account Payables

Invoice Number	161460
Invoice Date	16-Feb-2020
Agency IO Number	
Yelp IO Number	
Advertiser	
Customer PO#	
Billing Period	02/01/20 - 04/30/20
Terms	30 NET
Due Date	17-Mar-20
Currency	USD

Line	Description	Billing Period	Quantity	Unit Price	UOM	Amount
1	Enhanced Profiles <i>133 Locs</i>	FEB-2020	3.00	3,192.00	Ea	9,576.00
<b>Total Due:</b>						9,576.00

**Remit Check To:**  
Yelp Inc.  
P.O. Box 204393  
Dallas, TX 75320-4393

**Wiring Instructions:**  
Wells Fargo NA  
420 Montgomery, Street  
San Francisco, CA 94104  
Account# 4121952774 Routing# 121000248

Email: [finance@yelp.com](mailto:finance@yelp.com)

EIN# 20-1854266

Phone# 415-908-3801

Attachment 5 - GOLD'S GYM HOLDING CM #224616.pdf

Description -





140 New Montgomery Street  
San Francisco, CA 94105

# CREDIT MEMO

**Customer:**

GOLD'S GYM HOLDING  
4001 Maple Avenue, Suite 200  
Dallas, TX 75219,  
United States  
**ATTN:** Account Payables

Credit Memo	224616
Date	26-MAR-20
Credit Invoice Number	
Agency IO Number	
Yelp IO Number	
Advertiser	
Campaign	
Main Contact	
Billing Period	
Terms	
Due Date	
Currency	USD

Line	Description	Quantity	Unit Price	UOM	Amount
1	Enhanced Profiles				4,788.00
<b>Tax</b>					0.00
<b>Total:</b>					4,788.00

<p><b>Remit Check To:</b> Yelp Inc. P.O. Box 204393 Dallas, TX 75320-4393</p>	<p><b>Wiring Instructions:</b> Wells Fargo NA 420 Montgomery, Street San Francisco, CA 94104  Account# 4121952774 Routing# 121000248</p>
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Email: [finance@yelp.com](mailto:finance@yelp.com)

EIN: 20-1854266

Phone: 415-908-3801