As filed with the Securities and Exchange Commission on December 2, 2010

Registration No. 333–

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

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

Yahoo! Inc.
(Exact name of registrant as specified in its charter)

Delaware	**77-0398689**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

701 First Avenue
Sunnyvale, California 94089
(Address of Principal Executive Offices) (Zip Code)

Dapper Inc. Global Share Incentive Plan (2007)
(Full title of the plan)

Michael Callahan, Esq.
Executive Vice President, General Counsel and Secretary
Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089
(Name and address of agent for service)

(408) 349-3300
(Telephone number, including area code, of agent for service)

COPIES TO:

Timothy R. Morse
Chief Financial Officer
Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089

J. Jay Herron, Esq.
O'Melveny & Myers LLP
610 Newport Center Drive, Suite 1700
Newport Beach, California 92660

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

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

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock of Yahoo! Inc. issuable upon exercise of assumed options under the Dapper Share Incentive Plan	305,946 shares (1)(2)	$1.987271 (3)	$607,998 (3)	$43.35
Common Stock of Yahoo! Inc. issuable upon vesting of assumed restricted stock units under the Dapper Share Incentive Plan	113,787 shares (1)(2)	$16.20 (4)	$1,843,349 (4)	$131.43
TOTAL	419,733 shares (1)(2)		$2,451,347	$174.78

(1) This Registration Statement covers, in addition to the number of shares of Yahoo! Inc., a Delaware corporation (the "Company" or the "Registrant"), common stock, par value $0.001 per share (the "Common Stock"), stated above, options and other rights to purchase or acquire the shares of Common Stock covered by this Registration Statement and, pursuant to Rule 416(c) under the Securities Act of 1933, as amended (the "Securities Act"), an additional indeterminate number of shares, options and rights that may be offered or issued pursuant to the Dapper Inc. Global Share Incentive Plan (2007), as amended and restated on October 4, 2010 (the "Dapper Share Incentive Plan"), as a result of one or more adjustments under the Dapper Share Incentive Plan to prevent dilution resulting from one or more stock splits, stock dividends or similar transactions.

(2) Each share of Common Stock is accompanied by a preferred stock purchase right pursuant to the Amended and Restated Rights Agreement, dated as of April 1, 2005, as may be amended from time to time, between the Registrant and EquiServe Trust Company, N.A., as Rights Agent.

(3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act, based upon the weighted average exercise price of options outstanding under this plan.

(4) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) and Rule 457(c) under the Securities Act, based upon the average of the high and low prices of the Common Stock on November 29, 2010 (which is within five business days prior to the date of filing), as quoted on the Nasdaq Global Select Market.

The Exhibit Index for this Registration Statement is at page 6.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Securities Act Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of the Company filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Securities Exchange Act of 1934, as amended (the "Exchange Act")):

(a) The Company's Annual Report on Form 10-K for its fiscal year ended December 31, 2009, filed with the Commission on February 26, 2010, as amended on September 30, 2010 (Commission File No. 000-28018);

(b) The Company's Quarterly Reports on Form 10-Q for its fiscal quarters ended March 31, 2010, June 30, 2010 and September 30, 2010, filed with the Commission on May 10, 2010, August 9, 2010 and November 8, 2010, respectively (each, Commission File No. 000-28018);

(c) The Company's Current Reports on Form 8-K filed with the Commission on January 14, 2010 (with respect to Item 5.02 only), February 16, 2010, March 23, 2010, April 14, 2010, June 30, 2010 (with respect to Item 5.07 only), September 30, 2010, and October 1, 2010 (each, Commission File No. 000-28018);

(d) The description of the Company's Common Stock contained in its Registration Statement on Form 8-A filed with the Commission on March 12, 1996, as updated by the Company's Current Report on Form 8-K filed with the Commission on August 11, 2000 (each, Commission File No. 000-28018), and any other amendment or report filed for the purpose of updating such description; and

(e) The description of the Company's preferred stock purchase rights contained in its Registration Statement on Form 8-A filed with the Commission on March 19, 2001, as amended by the Company's Registration Statement on Form 8-A/A filed with the Commission on April 30, 2004 and as updated by the Company's Current Report on form 8-K filed with the Commission on April 4, 2005 (each, Commission File No. 000-28018), and any other amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document, all or a portion of which is

incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") allows for the indemnification of officers, directors and other corporate agents in terms sufficiently broad to indemnify such persons under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act. Article XII of the Company's amended and restated certificate of incorporation and Article VI of the Company's bylaws authorize indemnification of the Company's directors, officers, employees and other agents to the extent and under the circumstances permitted by the DGCL.

The Company has entered into indemnification agreements with its directors and certain officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers to the fullest extent not prohibited by law.

The Company maintains liability insurance for the benefit of its officers and directors.

The above discussion of the DGCL and of the Company's amended and restated certificate of incorporation, bylaws, and indemnification agreements is not intended to be exhaustive and is qualified in its entirety by such statute, amended and restated certificate of incorporation, bylaws and indemnification agreements.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See the attached Exhibit Index at page 6, which is incorporated herein by reference

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided however, that Paragraphs (a)(1)(i) and (a)(1)(ii) of this Section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Sunnyvale, State of California, on December 2, 2010.

YAHOO! INC.

By: /S/ TIMOTHY R. MORSE
Timothy R. Morse
Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Carol Bartz and Timothy R. Morse, and each of them, acting individually and without the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them individually, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/S/ CAROL BARTZ **Carol Bartz**	Chief Executive Officer, President and Director (Principal Executive Officer)	December 2, 2010
/S/ TIMOTHY R. MORSE **Timothy R. Morse**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	December 2, 2010
/S/ AMAN S. KOTHARI **Aman S. Kothari**	SVP, Global Controller and Chief Accounting Officer (Principal Accounting Officer)	December 2, 2010
/S/ ROY J. BOSTOCK **Roy J. Bostock**	Chairman of the Board	December 2, 2010
/S/ PATTI S. HART **Patti S. Hart**	Director	December 2, 2010
/S/ ERIC HIPPEAU **Eric Hippeau**	Director	December 2, 2010
/S/ SUSAN M. JAMES **Susan M. James**	Director	December 2, 2010
Vyomesh Joshi	Director	
/S/ ARTHUR H. KERN **Arthur H. Kern**	Director	December 2, 2010
/S/ BRAD D. SMITH **Brad D. Smith**	Director	December 2, 2010
/S/ GARY L. WILSON **Gary L. Wilson**	Director	December 2, 2010
/S/ JERRY YANG **Jerry Yang**	Director	December 2, 2010

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
4.1(A)*	Dapper Inc. Global Share Incentive Plan (2007), as amended and restated on October 4, 2010 (the "Dapper Share Incentive Plan").
4.1(B)*	Dapper Share Incentive Plan Appendix for Israeli Taxpayers (as amended and restated on October 4, 2010).
4.2(A)*	Form of Stock Option Agreement and Notice of Stock Option Grant under the Dapper Share Incentive Plan.
4.2(B)*	Form of Stock Option Agreement and Notice of Stock Option Grant for employees in Israel under the Dapper Share Incentive Plan.
4.3(A)*	Form of option amendment letter agreement between Dapper Inc. and each optionee in the U.S.
4.3(B)*	Form of option amendment letter agreement between Dapper Inc. and each optionee in Israel.
4.4(A)*	Form of Restricted Stock Unit Award Agreement under the Dapper Share Incentive Plan.
4.4(B)*	Form of Restricted Stock Unit Award Agreement for employees in Israel under the Dapper Share Incentive Plan.
5.1*	Opinion of O'Melveny & Myers LLP (opinion of counsel).
23.1*	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.
23.2*	Consent of Deloitte Touche Tohmatsu LLC, Independent Auditors of Yahoo Japan Corporation and Consolidated Subsidiaries.
23.3	Consent of Counsel (included in Exhibit 5.1).
24.1	Power of Attorney (included in this Registration Statement under "Signatures").

* Filed herewith.

Exhibit 4.1(A)

DAPPER INC.

GLOBAL SHARE INCENTIVE PLAN (2007)

(as amended and restated on October 4, 2010)

1. NAME AND PURPOSE.

1.1 This plan, which has been adopted by the Board of Directors of the Company, Dapper Inc., as amended from time to time, shall be known as the Dapper Inc. Global Share Incentive Plan (2007) (the **"Plan**").

1.2 The purposes of the Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to Service Providers of the Company and its affiliates and subsidiaries, if any, and to promote the Company's business by providing such individuals with opportunities to receive Awards pursuant to the Plan and to strengthen the sense of common interest between such individuals and the Company's Stockholders.

1.3 Awards granted under the Plan to Service Providers in various jurisdictions may be subject to specific terms and conditions for such grants may be set forth in one or more separate appendix to the Plan, as may be approved by the Board of Directors of the Company from time to time.

2. DEFINITIONS

"**Administrator**" shall mean the Board of Directors or a Committee.

"**Appendix**" shall mean any appendix to the Plan adopted by the Board of Directors containing country-specific or other special terms relating to Awards including additional terms with respect to grants of restricted stock and other equity-based Awards.

"**Award**" shall mean a grant of Options, a grant of Restricted Stock Units, or allotment of Shares or other equity-based award hereunder. All Awards shall be confirmed by an Award Agreement, and subject to the terms and conditions of such Award Agreement.

"**Award Agreement**" shall mean a written instrument setting forth the terms applicable to a particular Award.

"**Board of Directors**" shall mean the board of directors of the Company.

"Cause" shall have the meaning ascribed to such term or a similar term as set forth in the Participant's employment agreement or the agreement governing the provision of services by a non-employee Service Provider, or, in the absence of such a definition: (i) conviction (or plea of *nolo contendere*) of any felony or crime involving

moral turpitude or affecting the Company; (ii) repeated and unreasonable refusal to carry out a reasonable and lawful directive of the Company or of Participant's supervisor which involves the business of the Company or its affiliates and was capable of being lawfully performed; (iii) fraud or embezzlement of funds of the Company or its affiliates; (iv) any breach by a director of his / her fiduciary duties or duties of care towards the Company; and (v) any disclosure of confidential information of the Company or breach of any obligation not to compete with the Company or not to violate a restrictive covenant.

"**Committee**" shall mean a compensation committee or other committee as may be appointed and maintained by the Board of Directors, in its discretion, to administer the Plan, to the extent permissible under applicable law, as amended from time to time.

"Company" shall mean Dapper Inc., a Delaware corporation, and its successors and assigns.

"Consultant" means any entity or individual who (either directly or, in the case of an individual, through his or her employer) is an advisor or consultant to the Company or its subsidiary or affiliate.

"**Corporate Charter**" shall mean the Certificate of Incorporation and By-laws of the Company, and any subsequent amendments or replacements thereto.

"Disability" shall have the meaning ascribed to such term or a similar term in the Participant's employment agreement (where applicable), or in the absence of such a definition, the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant's position with the Company because of the sickness or injury of the Participant for a consecutive period of 90 days.

"DGCL" shall mean the Delaware General Corporation Law or other applicable law.

"Fair Market Value" shall mean, as of any date, the value of Shares, determined as follows:

(i) If the Shares are listed on any established stock exchange or traded on the Nasdaq National Market or the Nasdaq Small Cap Market, the Fair Market Value of a Share of common stock of the Company shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the common stock) on the last market trading day prior to the day of determination, as reported in the Wall Street Journal or such other source as the Board deems reliable.

(ii) In the absence of such markets for the Shares, the Fair Market Value shall be determined in good faith by the Board.

"**Options**" shall mean options to purchase Shares awarded under the Plan.

"**Participant**" shall mean a recipient of an Award hereunder who executes an Award Agreement.

"**Restricted Stock**" means an Award of Shares under this Plan that is subject to the terms and conditions of Section 7.

"**Restricted Stock Unit**" shall mean the right to receive in the future, in cash or Shares, the Fair Market Value of a Share granted pursuant to Section 7.7 of the Plan.

"**Service Provider**" shall mean an employee, director, office holder or Consultant of the Company or its subsidiary or affiliate.

"**Shares**" shall mean shares of common stock, par value US$0.0001 per share, of the Company.

"**Transaction**" shall have the meaning set forth in Section 10.2.

3. ADMINISTRATION OF THE PLAN.

3.1 The Plan will be administered by the Administrator. If the Administrator is a Committee, such Committee will consist of such number of members of the board of directors of the Company (not less than two in number), as may be determined from time to time by the Board of Directors. The Board of Directors shall appoint such members of the Committee, may from time to time remove members from, or add members to, the Committee, and shall fill vacancies in the Committee however caused.

3.2 The Committee, if appointed, shall select one of its members as its Chairman and shall hold its meetings at such times and places as it shall determine. Actions at a meeting of the Committee at which a majority of its members are present or acts approved in writing by all members of the Committee shall be the valid acts of the Committee. The Committee shall appoint a secretary, who shall keep records of its meetings and shall make such rules and regulations for the conduct of its business and the implementation of the Plan, as it shall deem advisable, subject to the directives of the Board of Directors and in accordance with applicable law.

3.3 Subject to the general terms and conditions of the Plan, and in particular Section 3.4 below, the Administrator shall have full authority in its discretion, from time to time and at any time, to determine (i) eligible Participants, (ii) the number of Options or Shares to be covered by each Award, (iii) the time or times at which the Award shall be granted, (iv) the vesting schedule and other terms and conditions applying to Awards, (v) the form(s) of written agreements applying to Awards, and (vi) any other matter which is necessary or desirable for, or incidental to, the administration of the Plan and the granting of Awards. The Board of Directors may, in its sole discretion, delegate some or all of the powers listed above to the Committee, to the extent permitted by the DGCL, its Corporate Charter or other applicable law, rules and regulations.

3.4 No member of the Board of Directors or of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Award granted hereunder. Subject to the Company's decision and to all approvals legally required, each member of the Board or the Committee shall be indemnified and held

harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him or her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the Plan unless arising out of such member's own willful misconduct or bad faith, to the fullest extent permitted by applicable law. Such indemnification shall be in addition to any rights of indemnification the member may have as a director or otherwise under the Company's Corporate Charter, any agreement, any vote of stockholders or disinterested directors, insurance policy or otherwise.

3.5 The interpretation and construction by the Administrator of any provision of the Plan or of any Option hereunder shall be final and conclusive. In the event that the Board appoints a Committee, the interpretation and construction by the Committee of any provision of the Plan or of any Option hereunder shall be conclusive unless otherwise determined by the Board of Directors. To avoid doubt, the Board of Directors may at any time exercise any powers of the Administrator, notwithstanding the fact that a Committee has been appointed.

3.6 The Administrator shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by applicable law and applicable stock exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any agreements relating thereto); and to otherwise supervise the administration of the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any agreement relating thereto in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of the Plan. Notwithstanding the foregoing, no action of the Administrator under this Section 3.6 not otherwise provided for herein or in an Award Agreement shall reduce the rights of any Participant without the Participant's consent.

3.7 Without limiting the generality of the foregoing, the Administrator may adopt special Appendices and/or guidelines and provisions for persons who are residing in or employed in, or subject to, the taxes of, any domestic or foreign jurisdictions, to comply with applicable laws, regulations, or accounting, listing or other rules with respect to such domestic or foreign jurisdictions.

4. ELIGIBLE PARTICIPANTS.

4.1 No Award may be granted pursuant to the Plan to any person serving as a member of the Committee or to any other Director of the Company at the time of the grant, unless such grant is approved in the manner prescribed for the approval of compensation of directors under the DGCL or applicable law.

4.2 Subject to the limitation set forth in Section 4.1 above and any restriction imposed by applicable law, Awards may be granted to any Service Provider of the Company, whether or not a director of the Company or its affiliates. The grant of an Award to a Participant hereunder shall neither entitle such Participant to receive an additional Award or participate in other incentive plans of the Company, nor disqualify such Participant from receiving any additional Award or participating in other incentive plans of the Company.

5. RESERVED SHARES.

5.1 Basic Limitation. Not more than 5,378,810 Shares may be issued under the Plan (subject to Subsection 12 below and Section 10.1). The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan. Shares offered under the Plan may be authorized but unissued Shares or treasury Shares.

5.2 Additional Shares. In the event that Shares previously issued under the Plan are reacquired by the Company, such Shares shall be added to the number of Shares then available for issuance under the Plan. In the event that an outstanding Award for any reason expires or is canceled, the Shares allocable to the unexercised portion of such Option or other Award shall be added to the number of Shares then available for issuance under the Plan.

6. AWARD AGREEMENT.

6.1 The Board of Directors in its discretion may award to Participants Awards available under the Plan. The terms of the Award will be set forth in the Award Agreement. The date of grant of each Award shall be the date specified by the Board of Directors at the time such award is made, or in the absence of such specification, the date of approval of the award by the Board of Directors.

6.2 The Award Agreement shall state, *inter alia*, the number of Options or Shares or equity-based units covered thereby, the type of Option or Share-based or other grant awarded, any special terms applying to such Award (if any), including the terms of any country-specific or other applicable Appendix, as determined by the Board of Directors.

7. RESTRICTED STOCK, RESTRICTED STOCK UNITS AND OTHER EQUITY-BASED AWARDS.

7.1 Eligibility. Restricted Stock may be issued to all Participants either alone or in addition to other Awards granted under the Plan. The Administrator shall determine the eligible Participants to whom, and the time or times at which, grants of Restricted Stock will be made, the number of shares to be awarded, the purchase price (if any) to be paid by the Participant (subject to Section 7.2), the time or times at which such Awards may be subject to forfeiture (if any), the vesting schedule (if any) and rights to acceleration thereof, and all other terms and conditions of the Awards. The Administrator may condition the grant or vesting of Restricted Stock upon the attainment of specified performance targets or such other factors as the Administrator may determine, in its sole discretion. Unless otherwise determined by the Administrator , the Participant shall not be permitted to sell or transfer shares of Restricted Stock awarded under this Plan during a period set by the Administrator (if any) (the "**Restriction Period**") commencing with the date of such Award, as set forth in the applicable Award agreement.

7.2 Terms. A Participant selected to receive Restricted Stock shall not have any rights with respect to such Award, unless and until such Participant has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company and has otherwise complied with the applicable terms and conditions of such Award. The purchase price of Restricted Stock shall be determined by the Administrator, but shall not be less than as permitted under applicable law. Awards of Restricted Stock must be accepted within a period of 60 days (or such shorter period as the Administrator may specify at grant) after the grant date, by executing an Award Agreement and by paying whatever price (if any) the Administrator has designated thereunder. Any right to receive or purchase Restricted Stock shall not be transferable and shall be exercisable only by the Participant to whom such right was granted.

7.3 Legend. Each Participant receiving Restricted Stock shall be issued a share certificate in respect of such shares of Restricted Stock, unless the Administrator elects to use another system, such as book entries by the transfer agent, as evidencing ownership of Restricted Stock. Such certificate shall be registered in the name of such Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form (as well as other legend required by the Administrator pursuant to Section 18.3 below):

> "The anticipation, alienation, attachment, sale, transfer, assignment, pledge, encumbrance or charge of the shares represented hereby are subject to the terms and conditions (including forfeiture) of the Dapper Inc. Global Incentive Plan (2007), and an Award Agreement entered into between the registered owner and the Company dated _____. Copies of such Plan and Award agreement are on file at Dapper Inc."

7.4 Custody. The Administrator may require that any share certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that, as a condition of any Restricted Stock Award, the Participant shall have delivered a duly signed share transfer deed, endorsed in blank, relating to the Shares covered by such Award.

7.5 Rights as Stockholder. Except as provided in this Section and Section 7.4 above and as otherwise determined by the Administrator and set forth in the Award Agreement, the Participant shall have, with respect to the shares of Restricted Stock, all of the rights of a holder of Shares including, without limitation, the right to receive any dividends, the right to vote such shares and, subject to and conditioned upon the full vesting of shares of Restricted Stock, the right to tender such shares. Notwithstanding the foregoing, the payment of dividends shall be deferred until, and conditioned upon, the expiration of the applicable Restriction Period, unless the Administrator, in its sole discretion, specifies otherwise at the time of the Award.

7.6 Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock subject to such Restriction Period, the certificates for such shares shall be delivered to the Participant. All legends shall be removed from said certificates at the time of delivery to the Participant except as otherwise required by applicable law. Notwithstanding the foregoing, actual certificates shall not be issued to the extent that book entry recordkeeping is used.

7.7 Restricted Stock Units.

(a) General. Restricted Stock Units may be issued either alone or in addition to other Awards granted under the Plan and/or cash awards made outside of the Plan. After the Administrator determines that it will grant Restricted Stock Units under the Plan, it shall advise the Participant in writing of the terms, conditions and restrictions related to the offer (which may include restrictions based on performance criteria, passage of time or other factors or a combination thereof) and the number of Restricted Stock Units that such person shall be entitled to. The offer shall be accepted by execution of an Award Agreement in the form determined by the Administrator.

(b) Rights as a Stockholder. A Participant who is awarded Restricted Stock Units shall possess no incidents of Common Stock ownership with respect to such Restricted Stock Units unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant.

(c) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(d) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

(e) Other Provisions. The Award Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion. In addition, the provisions of Restricted Stock Units Award Agreements need not be the same with respect to each Participant who is awarded Restricted Stock Units.

7.8 Other Equity-Based Awards. Other equity-based awards (including, without limitation, performance share awards) may be granted either alone or in addition to or other Awards granted under the Plan to all eligible Participants pursuant to such terms and conditions as the Administrator may determine, including without limitation, in one or more appendix adopted by the administrator and appended to this Plan.

8. EXERCISE OF OPTIONS.

8.1 Options shall be exercisable pursuant to the terms under which they were awarded and subject to the terms and conditions of the Plan and any applicable Appendix, as specified in the Award Agreement.

8.2 The exercise price for each Share to be issued upon exercise of an Option shall be such price as is determined by the Board in its discretion, provided that the price per Share is not less than the par value of each Share, or to the extent required pursuant to applicable law, not less than 100% of the Fair Market Value of a Share on the date of grant.

8.3 An Option, or any part thereof, shall be exercisable by the Participant's signing and returning to the Company at its principal office (and to the Trustee, where applicable), a "Notice of Exercise" in such form and substance as may be prescribed by the Board of Directors from time to time, together with full payment for the Shares underlying such Option.

8.4 Each payment for Shares under an Option shall be in respect of a whole number of Shares, shall be effected in cash or by check payable to the order of the Company, or such other method of payment determined by the Administrator, and shall be accompanied by a notice stating the number of Shares being paid for thereby.

8.5 Until the Shares are issued (as evidenced by the appropriate entry in the register of the Company or of a duly authorized transfer agent of the Company) a Participant shall have no right to vote or right to receive dividends or any other rights as a stockholder shall exist with respect to such Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right the record date for which is prior to the date the Shares are issued, except as provided in Section 10 of the Plan.

8.6 To the extent permitted by law, if the Shares are traded on a national securities exchange, The Nasdaq Share Market or quoted on a national quotation system sponsored by the National Association of Securities Dealers or otherwise publicly traded or quoted, payment for the Shares underlying an Option may be made all or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company in payment of the exercise price (or the relevant portion thereof, as applicable) and any withholding taxes, or on such other terms and conditions as may be acceptable to the Administrator. No Shares shall be issued until payment has been made or provided for, as provided herein.

9. TERMINATION OF RELATIONSHIP AS SERVICE PROVIDER.

9.1 Effect of Termination; Exercise after Termination. Unless otherwise determined by the Administrator, if a Participant ceases to be a Service Provider, such Participant may exercise any outstanding Options within such period of time as is specified in the Award Agreement or the Plan to the extent that the Options are vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement). If, on the date of termination, any Options are unvested, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Participant does not exercise the vested Options within the time specified in the Award Agreement or the Plan, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

In the absence of a provision specifying otherwise in the relevant Award Agreement, then:

(a) in the event that the Participant ceases to be a Service Provider for any reason other than termination for Cause or as a result of the Participant's death or Disability, then: (i) the vested Options shall remain exercisable until the earlier of: a period of three (3) months from the Date of Termination; or expiration of the term of the Option as set forth in Section 13; and (ii) all Restricted Stock Units still subject to restrictions, and all Restricted Stock still subject to restriction under the applicable Restriction Period, each as set forth in the Award Agreement, shall be forfeited;

(b) in the event that the Participant ceases to be a Service Provider for Cause, (i) all Options will terminate immediately upon the date of such termination for Cause, such that the unvested portion of the Options will not vest, and the vested portion of the Options will no longer be exercisable; and (ii) all Restricted Stock Units still subject to restrictions, and all Restricted Stock still subject to restriction under the applicable Restriction Period as of the Date of Termination, each as set forth in the Award Agreement, shall be forfeited.

(c) in the event that the Participant ceases to be a Service Provider as a result of the Participant's Disability, the vested Options shall remain exercisable for twelve (12) months following the Participant's date of termination for Disability.

(d) in the event that the Participant dies while a Service Provider, the Option shall remain exercisable by the Participant's estate or by a person who acquires the right to exercise the Option by bequest or inheritance for twelve (12) months following the Participant's date of death.

9.2 Date of Termination. For purposes of the Plan and any Option or Option Agreement, and unless otherwise set forth in the relevant Award Agreement, the "**Date of Termination**" (whether for Cause or otherwise) shall be the effective date of termination of the Participant's employment or engagement as a Service Provider.

9.3 Leave of Absence. Unless the Administrator provides otherwise, vesting of Awards granted hereunder shall be suspended during any unpaid leave of absence.

9.4 Change of Status. A Service Provider shall not cease to be considered as such in the case of any (a) leave of absence approved by the Company, or (b) transfers between locations of the Company or between the Company, and its parent, subsidiary, affiliate, or any successor thereof; or (c) changes in status (employee to director, employee to consultant, etc.) provided that such change does not affect the specific terms applying to the Service Provider's Award.

10. ADJUSTMENTS.

Upon the occurrence of any of the following described events, a Participant's rights to purchase Shares under the Plan shall be adjusted as hereinafter provided:

10.1 Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for issuance under the Plan but as to which no Options or other Award have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option or other Award, as well as the price per Share covered by each such outstanding Option, shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, subdivision of the outstanding common stock of the Company, declaration of a dividend payable in Shares, share dividend, combination or consolidation of the Shares into a lesser number of Shares, reclassification, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company. The conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. In the event of a declaration of an extraordinary dividend payable in a form other than Shares in an amount that has a material effect on the Fair Market Value of the common stock of the Company, a recapitalization, a spin-off, or a similar occurrence, appropriate adjustments may be made in one or more of (i) the number of Shares available for future grants under Section 5, (ii) the number of Shares covered by each outstanding Award or (iii) the exercise price under each outstanding Award; provided, however, that the Board of Directors shall in any event make such adjustments as may be required by applicable law. Except as expressly provided herein, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Option or other Award.

10.2 Merger, Acquisition, or Asset Sale. (a) In the event of (i) a merger or consolidation of the Company with or into another corporation; (ii) the consummation of a transaction that results in any other corporation, person or entity owning fifty percent (50%) or more of the outstanding voting power of the Company's securities by virtue of the transaction , or (iii) the sale of all or substantially all of the assets of the Company (each such event, a "Transaction"), the unexercised or restricted portion of each outstanding Award shall be assumed or an equivalent Award or right substituted, by the successor corporation or an affiliate of the successor corporation, as shall be determined by such entity, subject to the terms hereof. Notwithstanding the foregoing, any change in the beneficial ownership of the Company's securities as a result of a private financing of the Company that is approved by the Board of Directors shall not be deemed to constitute

a Transaction. As an alternative to the assumption or substitution of Awards, Awards may be cancelled in exchange for a payment to the Participant equal to the excess of (A) the Fair Market Value of the Shares subject to the Award (whether or the Award is then exercisable (if applicable) or such Shares are then vested) as of the effective date of the Transaction over (B) the exercise price per share of the Award (if any) (a "Cash Out"). The Cash Out payment shall be made in the form of cash, cash equivalents or securities of the surviving corporation or its parent with a Fair Market Value equal to the required amount, and such payment may be made in installments, may be deferred until the date or dates when the Award would have become exercisable or such Shares would have vested and may be subject to vesting based on the Participant's continuing service as a Service Provider; provided that such vesting schedule shall not be less favorable to the Participant than the schedule under which the Award would have become exercisable or such Shares would have vested. In the event that the successor corporation or a parent or subsidiary of the successor corporation does not provide for such an assumption, substitution or Cash Out of Awards, all Awards shall become exercisable in full on a date no later than ten (10) days prior to the date of consummation of the Transaction, provided that unless otherwise determined by the Administrator, the exercise of all Awards that otherwise would not have been exercisable in the absence of a Transaction, shall be contingent upon the actual consummation of the Transaction.

(b) For the purposes of this Section 10.2, an Award shall be considered assumed or substituted if, following a Transaction, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Transaction, the consideration (whether stock, cash, or other securities or property) received in the merger or sale of assets by holders of Shares of the Company for each Share held on the effective date of the Transaction (and if holders were offered a choice of consideration, the type of consideration determined by the Administrator, at its sole discretion); provided, however, that if the consideration received in the Transaction is not solely common stock or ordinary shares (or the equivalent) of the successor corporation or its direct or indirect parent, the Administrator may, with the consent of the successor corporation, provide for the per share consideration to be received of the Award to be solely common stock or ordinary shares (or the equivalent) of the successor corporation or its direct or indirect parent equal in fair market value to the per share consideration received by holders of Shares in the Transaction, as determined by the Administrator.

(c) In the event that the Board of Directors determines in good faith that the exercise price of the Shares subject to an Option exceeds the Fair Market Value of such Shares, the Board of Directors may determine that such Options shall terminate effective as of the effective date of the Transaction.

(d) It is the intention that the Administrator's authority to make determinations, adjustments and clarifications in connection with the treatment of Awards shall be interpreted as widely as possible, to allow the Administrator maximal power and flexibility to interpret and implement the provisions of the Plan in the event of Transaction, provided that the Administrator shall determine in good faith that a Participant's rights are not thereby adversely affected without the Participant's express written consent. Without derogating from the generality of the foregoing, the Administrator shall have the authority, at its sole discretion, to determine that the treatment of Awards in a Transaction may differ among individual Participants or groups of Participants.

(e) For purposes of this Section 10.2, the Fair Market Value of any security shall be determined without regard to any vesting conditions that may apply to such security.

11. NON-TRANSFERABILITY OF OPTIONS AND SHARES.

11.1 Except as otherwise provided by the Board of Directors in the applicable agreement evidencing the Option, no Option may be transferred other than by will or by the laws of descent and distribution, and during the Participant's lifetime an Option may be exercised only by such Participant.

11.2 Except as otherwise provided by the Board of Directors in the applicable agreement evidencing the Restricted Stock or Restricted Stock Unit, Restricted Stock and Restricted Stock Units may not be assigned, transferred, pledged or mortgaged, other than by will or laws of descent and distribution, prior to the date on which the date on which any applicable restriction, performance or deferred period lapses. Shares for which full payment has not been made, may not be assigned, transferred, pledged or mortgaged, other than by will or laws of descent and distribution. For avoidance of doubt, the foregoing shall not be deemed to restrict the transfer of an Participant's rights in respect of Options or Shares purchasable pursuant to the exercise thereof upon the death of such Participant to such Participant's estate or other successors by operation of law or will, whose rights therein shall be governed by Section 9.1(a) hereof, and as may otherwise be determined by the Administrator. Further restrictions on the transfer of Shares are set forth below in Section 20 below.

12. TERM AND AMENDMENT OF THE PLAN.

12.1 The Plan, as set forth herein, shall become effective on the date of its adoption by the Board of Directors, subject to the approval of the Company's stockholders. If the stockholders fail to approve the Plan within 12 months after its adoption by the Board of Directors, then any grants, exercises or sales that have already occurred under the Plan shall be rescinded and no additional grants, exercises or sales shall thereafter be made under the Plan. The Plan shall expire on the date which is ten (10) years after the later of (i) the date of its adoption by the Board of Directors (except as to Options outstanding on that date) or (ii) the date when the Board of Directors approved the most recent increase in the number of Shares reserved under Section 5 that was also approved by the Company's stockholders. The Plan may be terminated on any earlier date pursuant to Section 12.2 below.

12.2 Notwithstanding any other provision of the Plan, the Board (or a duly authorized Committee thereof) may at any time, and from time to time, amend, in whole or in part, any or all of the provisions of the Plan (including any amendment deemed necessary to ensure that the Company may comply with any regulatory requirement), or suspend or terminate it entirely, retroactively or otherwise; provided, however, that, except (x) to correct obvious drafting errors or as otherwise required by law or (y) as specifically provided herein, the rights of a Participant with respect to Awards granted prior to such amendment, suspension or termination, may not be reduced without the

consent of such Participant. The Administrator may amend the terms of any Award theretofore granted, prospectively or retroactively, but except (x) to correct obvious drafting errors or as otherwise required by law or applicable accounting rules, or (y) as specifically provided herein, no such amendment or other action by the Committee shall reduce the rights of any Participant with respect to vested Awards without the Participant's consent. Any amendment of the Plan shall be subject to the approval of the Company's stockholders if it (i) increases the number of Shares available for issuance under the Plan (except as provided in Section 10.1) or (ii) materially changes the class of persons who are eligible for the grant of Awards or if such approval is required under applicable law. If the stockholders fail to approve an increase in the number of Shares reserved under Section 5 within 12 months after its adoption by the Board of Directors, then any grants, exercises or sales that have already occurred in reliance on such increase shall be rescinded and no additional grants, exercises or sales shall thereafter be made in reliance on such increase.

13. TERM OF OPTION.

Unless otherwise explicitly provided in an Award Agreement, if any Option, or any part thereof, has not been exercised and the Shares covered thereby not paid for within ten (10) years after the date on which the Option was granted, as set forth in the Award Agreement (or any other period set forth in the instrument granting such Option pursuant to Section 6), such Option, or such part thereof, and the right to acquire such Shares shall terminate, all interests and rights of the Participant in and to the same shall expire, and, in the event that in connection therewith any Shares are held in trust as aforesaid, such trust shall expire.

14. CONTINUANCE OF ENGAGEMENT.

Neither the Plan nor any offer of Shares or Options to a Participant shall impose any obligation on the Company or a related company thereof, to continue the employment or engagement of any Participant as a Service Provider, and nothing in the Plan or in any Option granted pursuant thereto shall confer upon any Participant any right to continue to serve as a Service Provider of the Company or a related company thereof or restrict the right of the Company or a related company thereof to terminate such employment or engagement at any time.

15. GOVERNING LAW.

The Plan and all instruments issued thereunder or in connection therewith, shall be governed by, and interpreted in accordance with, the laws of the State off Delaware.

16. APPLICATION OF FUNDS.

The proceeds received by the Company from the sale of Shares pursuant to Options granted under the Plan will be used for general corporate purposes of the Company or any related company thereof.

17. TAXES.

17.1 Any tax consequences arising from the grant, or vesting or exercise of any Award, from the payment for Shares covered thereby, or from any other event or act (of the Company, and/or its affiliates, or the Participant), hereunder, shall be borne solely by the Participant. The Company and/or its affiliates shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant shall agree to indemnify the Company and/or its affiliates and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant. The Company or any of its affiliates may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of all taxes required by law to be withheld with respect to Awards granted under the Plan and the exercise thereof, including, but not limited, to (i) deducting the amount so required to be withheld from any other amount (or Shares issuable) then or thereafter to be provided to the Participant, including by deducting any such amount from a Participant's salary or other amounts payable to the Participant, to the maximum extent permitted under law and/or (ii) requiring the Participant to pay to the Company or any of its affiliates the amount so required to be withheld as a condition of the issuance, delivery, distribution or release of any Shares and/or (iii) by causing the exercise and sale of any Options or Shares held by on behalf of the Participant to cover such liability, up to the amount required to satisfy minimum statutory withholding requirements. In addition, the Participant will be required to pay any amount due in excess of the tax withheld and transferred to the tax authorities, pursuant to applicable tax laws, regulations and rules.

17.2 The receipt of an Award and/or the acquisition of Shares issued upon the exercise of the Options may result in tax consequences. The description of tax consequences set forth in the Plan or any Appendix hereto does not purport to be complete, up to date or to take into account any special circumstances relating to a Participant.

17.3 THE PARTICIPANT IS ADVISED TO CONSULT WITH A TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING OR EXERCISING ANY AWARD IN LIGHT OF HIS OR HER PARTICULAR CIRCUMSTANCES.

18. MARKET STAND-OFF

If so requested by the Company or any representative of the underwriters (the **"Managing Underwriter"**) in connection with any registration of the offering of any securities of the Company under the securities laws of any jurisdiction, the Participant shall not sell or otherwise transfer any Shares or other securities of the Company during a 180-day period or such other period as may be requested in writing by the Managing Underwriter and agreed to in writing by the Company (the **"Market Standoff Period"**) following the effective date of registration statement of the Company filed under such securities laws. The Company may require the Participant to execute a form of undertaking to this effect or impose stop transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Standoff Period.

19. CONDITIONS UPON ISSUANCE OF SHARES.

19.1 Legal Compliance. Shares shall not be issued pursuant to the exercise of an Option or with respect to any other Award unless the exercise of such Option or grant of such Award and the issuance and delivery of such Shares shall comply with applicable laws and shall be further subject to the approval of counsel for the Company with respect to such compliance. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

19.2 Investment Representations. As a condition to the exercise of an Option or receipt of an Award, the Board may require the person exercising such Option or receiving such Award to represent and warrant at the time of any such exercise or the time of receipt of the Award that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares, and make other representations as may be required under applicable securities laws if, in the opinion of counsel for the Company, such representations are required, all in form and content specified by the Board.

19.3 Legend. The Administrator may require each person receiving Shares pursuant to an Award granted under the Plan to represent to and agree with the Company in writing that the Participant is acquiring the shares without a view to distribution thereof and such other securities law related representations as the Administrator shall request. In addition to any legend required by the Plan, the certificates for such shares may include any legend which the Administrator deems appropriate to reflect any applicable restrictions on transfer. All certificates for Shares delivered under the Plan shall be subject to such share transfer orders and other restrictions as the Administrator may deem advisable under the rules, regulations and other requirements of any relevant securities authority, any stock exchange upon which the Shares are then listed or any national securities association system upon whose system the Shares are then quoted, any applicable securities law, and any applicable corporate law, and the Administrator may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions**.**

20. PROXY

The Company, at its sole discretion, may require that as a condition of grant of an Award or of exercise of an Option, the Participant be required to grant an irrevocable proxy to any appropriate person designated by the Company, to vote all Shares obtained by the Participant pursuant to an Award at all general meetings of Company, and to sign all written resolutions, waivers, consents etc. of the stockholders of the Company on behalf of the Participant, including the right to waive on behalf of the Participant all minimum notice requirements for meetings of stockholders of the Company. Such proxy shall remain in effect until the consummation of an IPO, and shall be irrevocable as the rights of third parties, including investors in the Company, depend upon such proxy. The proxy shall be personal to the Participant and shall not survive the transfer of the Participant's Shares to a third-party transferee; provided, however, that upon a transfer of the Participant's Shares to such a transferee (subject to the terms and conditions of the

Plan concerning any such transfer), the transferee may be required to grant an irrevocable proxy to such appropriate person as the Company, in giving its approval to the transfer, so requires. The proxy may be contained in the Award Agreement of each Participant or otherwise as the Committee determines. If contained in the Award Agreement, no further document shall be required to implement such proxy, and the signature of the Participant on the Award Agreement shall indicate approval of the proxy thereby granted. The holder of the proxy shall be indemnified and held harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him/her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of the proxy unless arising out of his/her own fraud, bad faith or gross negligence, to the extent permitted by applicable law. Such indemnification shall be in addition to any rights of indemnification the holder of the proxy may have as a director, officer or otherwise under the Company's Corporate Charter, by laws or any agreement, any vote of stockholders or directors, insurance policy or otherwise.

21. ADDITIONAL RESTRICTIONS ON TRANSFERS OF SHARES.

Until such time as the Shares are registered for trade to the public, a Participant shall not be permitted to transfer, sell, assign, pledge, hypothecate, or otherwise encumber or dispose of in any way to one or more third parties pursuant to an understanding with such third parties any Shares, unless specifically authorized by the Board of Directors and in accordance with such terms and conditions as the Board of Directors may in its sole and absolute discretion require (including, but not limited to, the imposition of a right of first refusal in favor of the Company and/or some or all of the then-holders of shares of the Company's preferred stock).

22. MISCELLANEOUS.

Whenever applicable in the Plan, the singular and the plural, and the masculine, feminine and neuter shall be freely interchangeable, as the context requires. The Section headings or titles shall not in any way control the construction of the language herein, such headings or titles having been inserted solely for the purpose of simplified reference. Words such as "herein", "hereof", "hereto", "hereinafter", "hereby", and "hereinabove" when used in the Plan refer to the Plan as a whole, including any applicable Appendices, unless otherwise required by context.

* * *

Exhibit 4.1(B)

APPENDIX – ISRAELI TAXPAYERS

DAPPER INC.

GLOBAL SHARE INCENTIVE PLAN (2007)

1. Special Provisions for Israeli Taxpayers

1.1. This Appendix (the **"Appendix"**) to the Dapper Inc. Global Share Incentive Plan (2007) (the **"Plan"**), as amended and restated on October 4, 2010, applies with respect to Awards granted under the Plan. The purpose of this Appendix is to establish certain rules and limitations applicable to Awards that may be granted or issued under the Plan from time to time, in compliance with the securities and other applicable laws currently in force in the State of Israel. Except as otherwise provided by this Appendix, all grants made pursuant to this Appendix shall be governed by the terms of the Plan. This Appendix is applicable only to grants made after the Effective Date.

1.2. This Appendix complies with, and is subject to the ITO and Section 102.The provisions specified hereunder apply only to persons who are deemed to be residents of the State of Israel for tax purposes, or are otherwise subject to taxation in Israel with respect to Awards.

1.3. The Plan and this Appendix shall be read together. In any case of contradiction, whether explicit or implied, between the provisions of this Appendix and the Plan, the provisions of this Appendix shall govern.

2. Definitions

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan. The following additional definitions will apply to grants made pursuant to this Appendix:

"**3(i) Award**" means an Award which is subject to taxation pursuant to Section 3(i) of the ITO which has been granted to any person who is not an Eligible 102 Participant.

"**102 Capital Gains Track**" means the tax alternative set forth in Section 102(b)(2) of the ITO pursuant to which income resulting from the sale of 102 Trustee Awards or Underlying Stock derived from exercising or vesting of the 102 Trustee Awards is taxed as a capital gain.

"**102 Capital Gains Track Grant**" means a 102 Trustee Award qualifying for the special tax treatment under the 102 Capital Gains Track.

"**102 Ordinary Income Track**" means the tax alternative set forth in Section 102(b)(1) of the ITO pursuant to which income resulting from the sale of Awards is taxed as ordinary income.

"**102 Ordinary Income Track Grant**" means a 102 Trustee Award qualifying for the ordinary income tax treatment under the 102 Ordinary Income Track.

"**102 Trustee Award**" means an Award granted pursuant to Section 102(b) of the ITO and held in trust by a Trustee for the benefit of the Participant, and includes both 102 Capital Gains Track Grants and 102 Ordinary Income Track Grants.

"**Affiliate**" means any "employing company" within the meaning of Section 102(a) of the ITO.

"**Controlling Shareholder**" means a "controlling shareholder" within the meaning of Section 32(9) of the Ordinance, currently defined as an individual who prior to the grant or as a result of the grant or exercise of any Award, holds or would hold, directly or indirectly, in his name or with a relative (as defined in the Ordinance) (i) 10% of the outstanding stock of the Company, (ii) 10% of the voting power of the Company, (iii) the right to hold or purchase 10% of the outstanding equity or voting power, (iv) the right to obtain 10% of the "profit" of the Company (as defined in the Ordinance), or (v) the right to appoint a director of the Company.

"**Election**" means the Company's choice of the type (as between capital gains track or ordinary income track) of 102 Trustee Awards it will make under the Plan, as filed with the ITA.

"**Eligible 102 Participant**" means a person who is employed by the Company or its Affiliates, including an individual who is serving as a director or an office holder, who is not a Controlling Shareholder.

"**ITA**" means the Israeli Tax Authorities.

"**ITO**" means the Israeli Income Tax Ordinance (New Version) 1961 and the rules, regulations, orders or procedures promulgated thereunder and any amendments thereto, including specifically the Rules, all as may be amended from time to time.

"**Non-Trustee Award**" means an Award granted to an Eligible 102 Participant pursuant to Section 102(c) of the ITO and not held in trust by a Trustee.

"**Option**" means an Option granted pursuant to the terms and conditions of the Plan and this Appendix.

"**Required Holding Period**" means the requisite period prescribed by the ITO and the Rules, or such other period as may be required by the ITA, with respect to 102 Trustee Awards, during which the Awards granted by the Company must be held by the Trustee for the benefit of the person to whom it was granted. Currently, the Required Holding Period for 102 Capital Gains Track Grants is 24 months from the date of grant of the 102 Trustee Awards.

"**Rules"** means the Income Tax Rules (Tax benefits in Stock Issuance to Employees) 5763-2003.

"**Section 102**" shall mean the provisions of Section 102 of the ITO, as amended from time to time, including by the Law Amending the Income Tax Ordinance (Number 132), 2002, effective as of January 1, 2003 and by the Law Amending the Income Tax Ordinance (Number 147), 2005.

"**Trustee**" means a person or entity designated by the Board to serve as a trustee and approved by the ITA in accordance with the provisions of Section 102(a) of the ITO.

"**Underlying Stock**" means a share of the Company's Common Stock issued with respect to an Award.

3. Types of Awards and Section 102 Election

3.1. The grant of 102 Trustee Award, shall be made pursuant to either (a) Section 102(b)(2) of the ITO as 102 Capital Gains Track Grants or (b) Section 102(b)(1) of the ITO as 102 Ordinary Income Track Grants. The Company's Election regarding the type of grant of 102 Trustee Award it chooses to make shall be filed with the ITA. Once the Company has filed such Election, it may change the track of grant of 102 Trustee Award that it chooses to make only after the passage of at least 12 months from the end of the calendar year in which the first grant was made in accordance with the previous Election, in accordance with Section 102. For the avoidance of doubt, such Election shall not prevent the Company from granting Non-Trustee Awards to Eligible 102 Participants at any time.

3.2. Eligible 102 Participants may receive only 102 Trustee Awards or Non-Trustee Awards under this Appendix. Participants who are not Eligible 102 Participants may be granted only 3(i) Awards under this Appendix.

3.3. No grant of 102 Trustee Award may be made effective pursuant to this Appendix until 30 days after the requisite filings required by the ITO and the Rules have been made with the ITA.

3.4. The Award agreement or documents evidencing the Awards granted pursuant to the Plan and this Appendix shall indicate whether the grant is a 102 Trustee Award, a Non-Trustee Award or a 3(i) Award; and, if the grant is a 102 Trustee Award, whether it is a 102 Capital Gains Track Grant or a 102 Ordinary Income Track Grant.

4. Terms And Conditions Of 102 Trustee Awards

4.1. Each 102 Trustee Award will be deemed granted on the date stated in a written notice by the Company, provided that effective as of such date (i) the Company has provided such notice to the Trustee and (ii) the Participant has signed all documents required pursuant to this Section 4.

4.2. Each 102 Trustee Award granted to an Eligible 102 Participant and each certificate for Underlying Stock acquired pursuant to the exercise or vesting of a 102 Trustee Award shall be issued to and registered in the name of a Trustee and shall be held in trust for the benefit of the Participant for the Required Holding Period. After termination of the Required Holding Period, the Trustee may release such Awards or Underlying Stock, provided that (i) the Trustee has received an acknowledgment from the Israeli Income Tax Authority that the Eligible 102 Participant has paid any applicable tax due pursuant to the ITO or (ii) the Trustee and/or the Company or its Affiliate withholds any applicable tax due pursuant to the ITO. The Trustee shall not release any 102 Trustee Awards or Underlying Stock prior to the full payment of the Eligible 102 Participant's tax liabilities.

4.3. Each 102 Trustee Award (whether granted under a 102 Capital Gains Track Grant or under a 102 Ordinary Income Track Grant, as applicable) shall be subject to the relevant terms of Section 102 and the ITO, which shall be deemed an integral part of the 102 Trustee Award and shall prevail over any term contained in the Plan, this Appendix or any agreement that is not consistent therewith. Any provision of the ITO and any certificates or rulings of the ITA not expressly specified in this Appendix or 102 Trustee Award Agreement which are necessary to receive or maintain any tax benefit pursuant to the Section 102 shall be binding on the Eligible

102 Participant. The Trustee and the Eligible 102 Participant granted a 102 Trustee Award shall comply with the ITO, and the terms and conditions of the Trust Agreement entered into between the Company and the Trustee. For avoidance of doubt, it is reiterated that compliance with the ITO specifically includes compliance with the Rules. Further, the Eligible 102 Participant agrees to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the provision of any applicable law, and, particularly, Section 102.

4.4. During the Required Holding Period, the Eligible 102 Participant shall not require the Trustee to release or sell the 102 Trustee Awards or the Underlying Stock and other stock received subsequently following any realization of rights derived from Awards or Underlying Stock (including stock dividends) to the Eligible 102 Participant or to a third party, unless permitted to do so by applicable law. Notwithstanding the foregoing, the Trustee may, pursuant to a written request and subject to applicable law, release and transfer such stock to a designated third party, provided that both of the following conditions have been fulfilled prior to such transfer: (i) all taxes required to be paid upon the release and transfer of the stock have been withheld for Transfer to the tax authorities and (ii) the Trustee has received written confirmation from the Company that all requirements for such release and transfer have been fulfilled according to the terms of the Company's corporate documents, the Plan, any applicable agreement and any applicable law. To avoid doubt such sale or release during the Required Holding Period will result in different tax ramifications to the Eligible 102 Participant under Section 102 of the ITO and the Rules and/or any other regulations or orders or procedures promulgated thereunder, which shall apply to and shall be borne solely by such Eligible 102 Participant.

4.5. In the event a stock dividend is declared and/or additional rights are granted with respect to 102 Trustee Awards or Underlying Stock, such dividend and/or rights shall also be subject to the provisions of this Section 4 and the Required Holding Period for such stock and/or rights shall be measured from the commencement of the Required Holding Period for the Award with respect to which the dividend was declared and/or rights granted. In the event of a cash dividend on Stock \, the Trustee shall transfer the dividend proceeds to the Eligible 102 Participant after deduction of taxes and mandatory payments in compliance with applicable withholding requirements.

4.6. If an Award granted as a 102 Trustee Award is exercised during the Required Holding Period, the Underlying Stock shall be issued in the name of the Trustee for the benefit of the Eligible 102 Participant. If such an Award is exercised after the Required Holding Period ends, the Underlying Stock issued upon such exercise shall, at the election of the Eligible 102 Participant, either (i) be issued in the name of the Trustee, or (ii) be transferred to the Eligible 102 Participant directly, provided that the Participant first complies with all applicable provisions of the Plan.

4.7. For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan (including, without limitation, Sections 2 or 7.7 thereof), no Award granted as a 102 Trustee Award may be settled for cash payment or any other form of consideration, unless and to the extent permitted under Section 102 or as expressly authorized by the ITA.

4.8. For the avoidance of doubt, no 102 Trustee Award shall be exercisable by the surrender of Shares or withholding of otherwise deliverable Shares, and withholding tax obligations will not be satisfiable with respect to an Award by withholding Shares otherwise deliverable upon exercise or vesting of the Award, unless and to the extent permitted under Section 102 or as expressly authorized by the ITA.

5. Assignability

As long as the 102 Trustee Awards or Underlying Stock are held by the Trustee on behalf of the Eligible 102 Participant, all rights of the Eligible 102 Participant over the stock are personal, can not be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

6. Tax Consequences

6.1. Any tax consequences arising from the grant of any Award, exercise or vesting of any Award, from the issuance, sale or transfer of Awards or Underlying Stock, or from any other event or act (of the Company and/or its Affiliates and/or the Trustee and/or the Participant) relating to an Award or Underlying Stock issued thereupon shall be borne solely by the Participant. The Company and/or its Affiliates, and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant shall agree to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant. The Company or any of its Affiliates and the Trustee may make such provisions and take such steps as it/they may deem necessary or appropriate for the withholding of all taxes required by law to be withheld with respect to Awards granted under the Plan and the exercise, sale, transfer or other disposition thereof, including, but not limited, to (i) deducting the amount so required to be withheld from any other amount then or thereafter payable to a Participant, including by deducting any such amount from a Participant's salary or other amounts payable to the Participant, to the maximum extent permitted under law and/or (ii) requiring a Participant to pay to the Company or any of its Affiliates the amount so required to be withheld as a condition of the issuance, delivery, distribution or release of any Awards or Underlying Stock and/or (iii) by causing the exercise of Awards and/or sale of Underlying Stock held by or on behalf of the Participant to cover such liability, up to the amount required to satisfy minimum statutory withholding requirements. In addition, the Participant will be required to pay any amount that exceeds the tax to be withheld and transferred to the tax authorities, pursuant to applicable tax laws, regulations and rules.

6.2. With respect to Non-Trustee Awards, if the Participant ceases to be employed by the Company or any Affiliate, the Eligible 102 Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of Underlying Stock to the satisfaction of the Company, all in accordance with the provisions of Section 102 of the ITO and the Rules.

7. **Governing Law and Jurisdiction**

Notwithstanding any other provision of the Plan, with respect to Participants subject to this Appendix, the Plan and all instruments issued thereunder or in connection therewith shall be governed by, and interpreted in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed therein, without giving effect to the conflict of laws principle thereof.

Exhibit 4.2(A)

DAPPER INC. GLOBAL SHARE INCENTIVE PLAN (2007)

NOTICE OF STOCK OPTION GRANT (INSTALLMENT VESTING)

The Optionee has been granted the following option to purchase Shares of Dapper Inc.:

Name of Optionee:	
Total Number of Shares:	
Type of Option:	____ Incentive Stock Option (ISO) ____ Nonstatutory Stock Option (NSO)
Exercise Price per Share:	$
Date of Grant:	
Date Exercisable:	This option may be exercised with respect to the first 25% of the Shares subject to this option when the Optionee completes 12 months of continuous Service beginning with the Vesting Commencement Date set forth below. This option may be exercised with respect to an additional 1/48th of the Shares subject to this option when the Optionee completes each month of continuous Service thereafter.
Vesting Commencement Date:	
Expiration Date:	_____. This option expires earlier if the Optionee's Service terminates earlier, as provided in Section 6 of the Stock Option Agreement.

By signing below, the Optionee and the Company agree that this option is granted under, and governed by the terms and conditions of, the Global Share Incentive Plan (2007), including the Appendix, and the Stock Option Agreement. These documents are attached to, and made a part of, this Notice of Stock Option Grant. **Section 12 of the Stock Option Agreement includes important acknowledgements of the Optionee**.

OPTIONEE:

_____

DAPPER INC.

By: _____

Title: _____

THE OPTION GRANTED PURSUANT TO THIS AGREEMENT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

DAPPER INC. GLOBAL SHARE INCENTIVE PLAN (2007):
STOCK OPTION AGREEMENT (INSTALLMENT VESTING)

SECTION 1. GRANT OF OPTION.

(a) **Option**. On the terms and conditions set forth in the Notice of Stock Option Grant and this Agreement, the Company grants to the Optionee on the Date of Grant the option to purchase at the Exercise Price the number of Shares set forth in the Notice of Stock Option Grant. The Exercise Price is agreed to be at least 100% of the Fair Market Value per Share on the Date of Grant (110% of Fair Market Value if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Appendix applies). This option is intended to be an ISO or an NSO, as provided in the Notice of Stock Option Grant.

(b) **$100,000 Limitation**. Even if this option is designated as an ISO in the Notice of Stock Option Grant, it shall be deemed to be an NSO to the extent (and only to the extent) required by the $100,000 annual limitation under Section 422(d) of the Code. In no event shall the Board of Directors, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to the Optionee (or any other person) due to the failure of this option to qualify for any reason as an ISO.

(c) **Stock Plan and Defined Terms**. This option is granted pursuant to the Appendix, a copy of which the Optionee acknowledges having received. The provisions of the Appendix (and, to the extent applicable, the Plan) are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 13 of this Agreement.

SECTION 2. RIGHT TO EXERCISE.

(a) **Exercisability**. Subject to Subsection (b) below and the other conditions set forth in this Agreement, all or part of this option may be exercised prior to its expiration at the time or times set forth in the Notice of Stock Option Grant. In addition, this option may become exercisable in full pursuant to Section 10.2 of the Plan.

(b) **Stockholder Approval**. Any other provision of this Agreement notwithstanding, no portion of this option shall be exercisable at any time prior to the approval of the Plan by the Company's stockholders.

SECTION 3. NO TRANSFER OR ASSIGNMENT OF OPTION.

Except as otherwise provided in this Agreement, this option and the rights and privileges conferred hereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process.

SECTION 4. EXERCISE PROCEDURES.

(a) **Notice of Exercise**. The Optionee or the Optionee's representative may exercise this option by giving written notice to the Company pursuant to Section 11(c). A form of Exercise Notice is attached hereto as Exhibit A. The notice shall specify the election to exercise this option, the number of Shares for which it is being exercised and the form of payment. The person exercising this option shall sign the notice. In the event that this option is being exercised by the representative of the Optionee, the notice shall be accompanied by proof (satisfactory to the Company) of the representative's right to exercise this option. The Optionee or the Optionee's representative shall deliver to the Company, at the time of giving the notice, payment in a form permissible under Section 5 for the full amount of the Purchase Price, together with any applicable tax withholding.

(b) **Issuance of Shares**. After receiving a proper notice of exercise, the Company shall cause to be issued one or more certificates evidencing the Shares for which this option has been exercised. Such Shares shall be registered (i) in the name of the person exercising this option, (ii) in the names of such person and his or her spouse as community property or as joint tenants with the right of survivorship or (iii) with the Company's consent, in the name of a revocable trust. The Company shall cause such certificates to be delivered to or upon the order of the person exercising this option.

(c) **Withholding Taxes**. In the event that the Company determines that it is required to withhold any tax as a result of the exercise of this option, the Optionee, as a condition to the exercise of this option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the disposition of Shares purchased by exercising this option.

SECTION 5. PAYMENT FOR STOCK.

(a) **Cash**. All or part of the Purchase Price may be paid in cash or cash equivalents.

(b) **Surrender of Stock**. At the discretion of the Board of Directors, all or any part of the Purchase Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value as of the date when this option is exercised.

(c) **Exercise/Sale**. All or part of the Purchase Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company. However, payment pursuant to this Subsection (c) shall be permitted only if (i) Shares then are publicly traded and (ii) such payment does not violate applicable law.

SECTION 6. TERM AND EXPIRATION.

(a) **Basic Term**. This option shall in any event expire on the expiration date set forth in the Notice of Stock Option Grant, which date is 10 years after the Date of Grant (five years after the Date of Grant if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Appendix applies).

(b) **Termination of Service (Except by Death)**. If the Optionee's Service terminates for any reason other than death, then this option shall expire on the earliest of the following occasions:

(i) Immediately, if such termination of Service is for Cause (as defined in Section 2 of the Plan);

(ii) The expiration date determined pursuant to Subsection (a) above;

(iii) The date three months after the termination of the Optionee's Service for any reason other than Disability; or

(iv) The date 12 months after the termination of the Optionee's Service by reason of Disability.

The Optionee may exercise all or part of this option at any time before its expiration under the preceding sentence, but only to the extent that this option had become exercisable before the Optionee's Service terminated. When the Optionee's Service terminates, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable. In the event that the Optionee dies after termination of Service but before the expiration of this option, all or part of this option may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee's Service terminated.

(c) **Death of the Optionee**. If the Optionee dies while in Service, then this option shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (a) above; or

(ii) The date 12 months after the Optionee's death.

All or part of this option may be exercised at any time before its expiration under the preceding sentence by the executors or administrators of the Optionee's estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee's death. When the Optionee dies, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable.

(d) **Part-Time Employment and Leaves of Absence**. If the Optionee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company's part-time work policy or the terms of an agreement between the Optionee and the Company pertaining to his or her part-time schedule. If the Optionee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company's leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue for any purpose under this Agreement while the Optionee is on a *bona fide* leave of absence only if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service for such purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Optionee immediately returns to active work.

(e) **Notice Concerning ISO Treatment**. Even if this option is designated as an ISO in the Notice of Stock Option Grant, it ceases to qualify for favorable tax treatment as an ISO to the extent that it is exercised:

(i) More than three months after the date when the Optionee ceases to be an Employee for any reason other than death or permanent and total disability (as defined in Section 22(e)(3) of the Code);

(ii) More than 12 months after the date when the Optionee ceases to be an Employee by reason of permanent and total disability (as defined in Section 22(e)(3) of the Code); or

(iii) More than three months after the date when the Optionee has been on a leave of absence for three months, unless the Optionee's reemployment rights following such leave were guaranteed by statute or by contract.

(f) **Notice of Disqualifying Disposition of ISO Shares**. If the option granted to the Optionee herein is an ISO, and if the Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the transfer of such Shares to the Optionee (the date of exercise), the Optionee shall immediately notify the Company in writing of such disposition. The Optionee agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

SECTION 7. LEGALITY OF INITIAL ISSUANCE.

No Shares shall be issued upon the exercise of this option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Shares under the Securities Act or to perfect an exemption from the registration requirements thereof;

(b) Any applicable listing requirement of any stock exchange or other securities market on which the Shares are listed has been satisfied; and

(c) Any other applicable provision of federal, State or foreign law has been satisfied.

SECTION 8. NO REGISTRATION RIGHTS.

The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Agreement to comply with any law.

SECTION 9. RESTRICTIONS ON TRANSFER OF SHARES.

(a) **General**. Until such time as the offering and sale of the Shares have been registered under the Securities Act, Shares shall not be transferred, sold, assigned, pledged, hypothecated or otherwise encumbered or disposed of in any way to one or more third parties pursuant to an understanding with such third parties, except as expressly permitted by the Board of Directors in its sole and absolute discretion and in accordance with such terms and conditions proscribed by the Board of Directors. This Subsection (a) shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Optionee's Immediate Family or to a trust established by the Optionee for the benefit of the Optionee and/or one or more members of the Optionee's Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Optionee transfers any Shares acquired under this Agreement, either under this Subsection (a) or otherwise, then this Agreement shall apply to the Transferee to the same extent as to the Optionee.

(b) **Securities Law Restrictions**. Regardless of whether the offering and sale of Shares under the Plan or the Appendix have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

(c) **Market Stand-Off**. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Optionee or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing

transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the "Market Stand-Off") shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Subsection (c). This Subsection (c) shall not apply to Shares registered in the public offering under the Securities Act.

(d) **Investment Intent at Grant**. The Optionee represents and agrees that the Shares to be acquired upon exercising this option will be acquired for investment, and not with a view to the sale or distribution thereof.

(e) **Investment Intent at Exercise**. In the event that the sale of Shares under the Plan or the Appendix is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, the Optionee shall represent and agree at the time of exercise that the Shares being acquired upon exercising this option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

(f) **Legends**. All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

"THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE."

All certificates evidencing Shares purchased under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(g) **Removal of Legends**. If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(h) **Administration**. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 9 shall be conclusive and binding on the Optionee and all other persons.

SECTION 10. ADJUSTMENT OF SHARES.

In the event of any transaction described in Section 10.1 of the Plan, the terms of this option (including, without limitation, the number and kind of Shares subject to this option and the Exercise Price) shall be adjusted as set forth in Section 10.1 of the Plan. In the event that the Company is a party to a Transaction (as defined in Section 10.2 of the Plan), this option shall be subject to the agreement evidencing such Transaction, as provided in Section 10.2 of the Plan and Section 8(a) of the Appendix.

SECTION 11. MISCELLANEOUS PROVISIONS.

(a) **Rights as a Stockholder**. Neither the Optionee nor the Optionee's representative shall have any rights as a stockholder with respect to any Shares subject to this option until the Optionee or the Optionee's representative becomes entitled to receive such Shares by filing a notice of exercise and paying the Purchase Price pursuant to Sections 4 and 5.

(b) **No Retention Rights**. Nothing in this option, the Plan or the Appendix shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Optionee) or of the Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Notice**. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).

(d) **Modifications and Waivers**. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Optionee and by an authorized officer of the Company (other than the Optionee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) **Entire Agreement**. The Notice of Stock Option Grant, this Agreement, the Appendix and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(f) **Choice of Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

(g) **Proxy**. Until the consummation of an initial public offering by the Company, Shares issued to the Optionee or to any Transferee thereof shall be voted by an irrevocable proxy (the "Proxy," in the form attached as Exhibit B hereto). The individual(s) empowered under the Proxy shall be indemnified and held harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him/her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of such proxy unless arising from acts of fraud or bad faith of such individual(s), to the extent permitted by applicable law. Such indemnification shall be in addition to any rights of indemnification the person(s) may have as a director or otherwise under the Company's Corporate Charter, any agreement, any vote of stockholders or disinterested directors, insurance policy or otherwise.

SECTION 12. ACKNOWLEDGEMENTS OF THE OPTIONEE.

(a) **Tax Consequences**. The Optionee agrees that the Company does not have a duty to design or administer the Appendix or the Plan or its other compensation programs in a manner that minimizes the Optionee's tax liabilities. The Optionee shall not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from this option or the Optionee's other compensation. In particular, the Optionee acknowledges that this option is exempt from Section 409A of the Code only if the Exercise Price is at least equal to the Fair Market Value per Share on the Date of Grant. Since Shares are not traded on an established securities market, the determination of their Fair Market Value is made by the Board of Directors or by an independent valuation firm retained by the Company. The Optionee acknowledges that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and the Optionee shall not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

(b) **Electronic Delivery of Documents**. The Optionee agrees that the Company may deliver by email all documents relating to the Company, the Plan, the Appendix or this option and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and

Exchange Commission). The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Optionee by email.

(c) **No Notice of Expiration Date**. The Optionee agrees that the Company and its officers, employees, attorneys and agents do not have any obligation to notify him or her prior to the expiration of this option pursuant to Section 6, regardless of whether this option will expire at the end of its full term or on an earlier date related to the termination of the Optionee's Service. The Optionee further agrees that he or she has the sole responsibility for monitoring the expiration of this option and for exercising this option, if at all, before it expires. This Subsection (c) shall supersede any contrary representation that may have been made, orally or in writing, by the Company or by an officer, employee, attorney or agent of the Company.

SECTION 13. DEFINITIONS.

(a) "**Agreement**" shall mean this Stock Option Agreement.

(b) "**Appendix**" shall mean the Appendix for Persons Who Are U.S. Taxpayers under the Plan.

(c) "**Board of Directors**" shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

(d) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(e) "**Committee**" shall mean a committee of the Board of Directors, as described in Section 2 of the Plan.

(f) "**Company**" shall mean Dapper Inc., a Delaware corporation.

(g) "**Consultant**" shall mean a person who performs bona fide services for the Company, a Parent or a Subsidiary as a consultant or advisor, excluding Employees and Outside Directors.

(h) "**Date of Grant**" shall mean the date of grant specified in the Notice of Stock Option Grant, which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee's Service.

(i) "**Disability**" shall mean that the Optionee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment.

(j) "**Employee**" shall mean any individual who is a common-law employee of the Company, a Parent or a Subsidiary.

(k) "**Exercise Price**" shall mean the amount for which one Share may be purchased upon exercise of this option, as specified in the Notice of Stock Option Grant.

(l) "**Fair Market Value**" shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(m) "**Immediate Family**" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(n) "**ISO**" shall mean an employee incentive stock option described in Section 422(b) of the Code.

(o) "**Notice of Stock Option Grant**" shall mean the document so entitled to which this Agreement is attached.

(p) "**NSO**" shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(q) "**Optionee**" shall mean the person named in the Notice of Stock Option Grant.

(r) "**Outside Director**" shall mean a member of the Board of Directors who is not an Employee.

(s) "**Parent**" shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(t) "**Plan**" shall mean the Dapper Inc. Global Share Incentive Plan (2007), as in effect on the Date of Grant.

(u) "**Purchase Price**" shall mean the Exercise Price multiplied by the number of Shares with respect to which this option is being exercised.

(v) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(w) "**Service**" shall mean service as an Employee, Outside Director or Consultant.

(x) "**Share**" shall mean one share of common stock of the Company, as adjusted in accordance with Section 10.1 of the Plan (if applicable).

(y) "**Subsidiary**" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(z) "**Transferee**" shall mean any person to whom the Optionee has directly or indirectly transferred any Share acquired under this Agreement.

***

EXHIBIT A
EXERCISE NOTICE

Dapper Inc.

Attention: Chief Financial Officer

1. **Option**. I have been granted options (the "Option") to purchase shares of Common Stock (the "Shares") of Dapper Inc. (the "Company") pursuant to the Company's Global Share Incentive Plan (2007) and the Appendix thereto for U.S. Taxpayers (the "Plan"), the Notice of Stock Option Grant (the "Notice") and Option Agreement (the "Option Agreement"), as follows:

Date of Option Grant:	
Number of Option Shares:	
Exercise Price per Share:	US$

2. **Exercise of Option**. I hereby elect to exercise the Option to purchase the following number of Shares, all of which are Vested Shares in accordance with the Notice and the Option Agreement:

Total Shares Purchased:	
Total Exercise Price (Total Shares X Price Per Share):	US$

3. **Payments**. Enclosed is the payment in full of the total exercise price for the Shares in the following form(s), as authorized by my Option Agreement:

Cash:	US$
Check:	US$

4. **Tax Withholding**. The Optionee explicitly acknowledges Section 4 of the Option Agreement, with respect to its bearing of any tax consequences in connection to the Option, and the exercise thereof, and without limitation hereby authorizes payroll withholding and otherwise will make adequate provision for all applicable tax withholding obligations of the Company, if any, in connection with the Option, all as more completely described in the plan and the Option Agreement and Plan.

5. **Optionee Information**.

Optionee's address is:

Optionee's ID Number is:

6. **Binding Effect**. I agree that the Shares are being acquired in accordance with and subject to the terms, provisions and conditions of the Plan and the Option, to all of which I hereby expressly assent. This Agreement shall inure to the benefit of and be binding upon my heirs, executors, administrators, successors and assigns.

7. **Transfer**. I understand and acknowledge that the Shares have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and that consequently the Shares must be held indefinitely unless they are subsequently registered under the Securities Act, an exemption from such registration is available, or they are sold in accordance with Rule 144 or Rule 701 under the Securities Act. I further understand and acknowledge that the Company is under no obligation to register the Shares. I understand that the certificate or certificates evidencing the Shares will be imprinted with legends which prohibit the transfer of the Shares unless they are registered or such registration is not required in the opinion of legal counsel satisfactory to the Company. I am aware that Rule 144 under the Securities Act, which permits limited public resale of securities acquired in a nonpublic offering, is not currently available with respect to the Shares and, in any event, is available only if certain conditions are satisfied. I understand that any sale of the Shares that might be made in reliance upon Rule 144 may only be made in limited amounts in accordance with the terms and conditions of such rule and that a copy of Rule 144 will be delivered to me upon request.

I FURTHER ACKNOWLEDGE THAT THE TRANSFER OF THE SHARES IS ALSO SUBJECT TO THE APPLICABLE RESTRICTIONS PROVIDED BY THE PLAN.

I understand that I am purchasing the Shares pursuant to the terms of the Plan, the Notice and the Option Agreement, copies of which I have received and carefully read and understand.

Very truly yours,

_____
(Signature)

_____
Print Name

Dated: _____

Receipt of the above is hereby acknowledged.
DAPPER INC.

By: _____

Title: _____

Dated: _____

EXHIBIT B

PROXY

I, the undersigned, in consideration for the grant of Shares to me under the Dapper Inc. Global Share Incentive Plan (2007) (the "**Plan**"), hereby appoint the Company's _____ and/or _____, or any other individual designated by the Board of Directors of Dapper Inc. (the "**Company**") as his/her replacement (the "**Appointee**") as my proxy to receive all stockholder notices and other communications intended for stockholders of the Company, to participate and vote (or abstain from voting) for me and on my behalf as s/he shall deem appropriate at his/her sole and absolute discretion, on all matters with respect to all meetings or written resolutions of or by the stockholders of the Company, on behalf of all the shares of the Company issued upon exercise of the Options, whether held on my behalf or directly by me, and hereby authorize and grant a power of attorney to the Appointee as follows:

I hereby authorize and grant power of attorney to the Appointee for as long as any shares and/or options which were allotted or granted on my behalf are held on my behalf or directly by me, to exercise every right, power and authority with respect to the shares and/or options without consultation with me and to receive all documents intended for stockholders, sign in my name and on my behalf any document, including any agreement, including a merger agreement of the Company or an agreement for the purchase or sale of assets or shares (including the shares of the Company held on my behalf and any and all documentation accompanying any such agreements, such as, but not limited to, decisions, requests, instruments, receipts and the like), and any affidavit or approval with respect to the shares and/or options or to the rights which they represent in the Company in as much as the Appointee shall deem it necessary or desirable to do so.

In addition and without derogating from the generality of the foregoing, I hereby authorize and grant power of attorney to the Appointee to sign any document as aforesaid and any affidavit or approval (such as any waiver of rights of first refusal to acquire shares which are offered for sale by other stockholders of the Company and/or any pre-emptive rights to acquire any shares being allotted by the Company, in as much as such rights shall exist pursuant to the Company's Corporate Charter or any relevant agreement as shall be in existence from time to time) and/or to make and execute any undertaking in my name and on my behalf if the Appointee shall, at his/her sole and absolute discretion, deem that the document, affidavit or approval is necessary or desirable for purposes of any placement of securities of the Company, whether private or public (including lock-up arrangements and undertakings), for purposes of a merger of the Company with another entity, whether the Company is the surviving entity or not, for purposes of any reorganization or recapitalization of the Company or for purposes of any purchase or sale of assets or shares of the Company.

This Proxy shall be interpreted in the widest possible sense, in reliance upon the Plan and upon the goals and intentions thereof.

This Proxy shall expire and cease to be of force and effect immediately after the consummation of the initial public offering of the Company's shares, pursuant to an effective registration statement, prospectus or similar document in any jurisdiction as is determined by the Board of Directors of the Company and shall be irrevocable until such time as the rights of the Company

and the Company's stockholders are dependent hereon. The expiration of this Proxy shall in no manner effect the validity of any document (as aforesaid), affidavit or approval which has been signed or given as aforesaid prior to the expiration hereof and in accordance herewith.

I hereby confirm and undertake that I shall not have, and hereby irrevocable waive, any claim or demand against the Company and/or the Appointee in connection with this Proxy or any action taken or not taken by the Appointee in accordance with the provisions hereof.

IN WITNESS WHEREOF:

_____

Name of Optionee

_____

Signature of Optionee

_____

Date

Exhibit 4.2(B)

DAPPER INC.

GLOBAL SHARE INCENTIVE PLAN (2007)

NOTICE OF OPTION GRANT

Last Name, Name

Dear *Name*:

I am pleased to inform you that the Board of Directors of Dapper Inc. (the "Company") has decided to grant you the following options to purchase shares of common stock of the Company, subject to the terms and conditions of the Plan (including the Appendix for Israeli Taxpayers) and the Option Agreement, as follows:

Type of Options:	Section 102 – Capital Gains Track
Total Number of Shares covered by this Option Grant:	*Number of Options*
Exercise Price Per Share:	*Exercise Price*
Date of Option Grant:	*Grant Date*
Options Expiration Date:	10 Years from Grant Date
Vesting Commencement Date	
Vesting Schedule:	25% of the Options covered by this grant shall vest on the first anniversary of the Vesting Commencement Date. Thereafter, 2.0833% of the Options covered by this grant shall vest at the end of each subsequent month. All vesting is subject to the Participant continuing to be a Service Provider on such vesting date.
Special Terms (if any):	N/A

All capitalized terms in this Notice shall have the meaning assigned to them in this Notice, the Plan (including the Appendix for Israeli Taxpayers) or the Option Agreement, as applicable. The terms and conditions governing your grant are set forth in the Plan (including the Appendix for Israeli Taxpayers) and Option Agreement. This grant is contingent upon your execution of the Option Agreement.

DAPPER INC.
GLOBAL SHARE INCENTIVE PLAN (2007)

OPTION AGREEMENT

FOR OPTIONS GRANTED UNDER SECTION 102(b)(2)

OF THE ISRAELI INCOME TAX ORDINANCE

TO EMPLOYEES, OFFICERS OR DIRECTORS

AS 102 CAPITAL GAINS TRACK OPTIONS

Unless otherwise defined herein, capitalized terms used in this Option Agreement shall have the same meanings as ascribed to them in the Dapper Inc. Global Share Incentive Plan (2007) and the Appendix thereto for Israeli Taxpayers (jointly referred to herein as the "Plan", except where the context otherwise requires).

This Option Agreement (the "Agreement") includes the Notice of Option Grant attached hereto (the "Notice of Option Grant"). Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Plan.

1. GRANT OF OPTIONS.

The Board of Directors of Dapper Inc. hereby grants to the Participant, Options to purchase the number of Shares set forth in the Notice of Option Grant, at the exercise price per Share set forth in the Notice of Option Grant (the "Exercise Price"), and subject to the terms and conditions of Section 102(b)(2) of the Income Tax Ordinance (New Version) - 1961, the Plan, which is incorporated herein by reference, and the Trust Agreement, entered into between the Company and ESOP Trust Company (the "Trustee"). The Options are granted as a 102 Capital Gains Track Grant. In the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail. However, the Notice of Option Grant sets out specific terms for the Participant hereunder, and will prevail over more general terms in the Plan and/or this Agreement, if any, or in the event of a conflict between them.

2. ISSUANCE OF OPTIONS.

2.1 The Options will be registered in the name of the Trustee as required by law to qualify under Section 102, for the benefit of the Participant. Participant shall comply with the ITO, the Rules, and the terms and conditions of the Trust Agreement entered into between the Company and the Trustee.

2.2 The Trustee will hold the Options or the Shares to be issued upon exercise of the Options for the Required Holding Period, as set forth in the Plan.

2.3 The Participant hereby undertakes to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any Option or Share granted to him thereunder.

2.4 The Participant hereby confirms that he shall execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the ITO and particularly the Rules.

3. NON-TRANSFERABILITY OF OPTIONS AND SHARES.

3.1 Non-Transferability of Options. The Options may not be transferred in any manner other than by will or the laws of descent or distribution and may be exercised during the lifetime of the Participant, by the Participant only. The transfer of the Options is further limited as set forth in the Plan.

3.2 Non-Transferability of Shares. The transfer of the Shares to be issued upon exercise of the Options is limited as set forth in the Plan and in Section 6 below.

4. PERIOD OF EXERCISE.

4.1 Term of Options. The Options may be exercised in whole or in part once vested at any time for a period of ten (10) years from the Date of Grant, as set forth in the Notice of Option Grant, subject to Section 4.2 below. The Date of Grant, the dates at which the Options vest and the dates at which they are exercisable are set out in the Notice of Option Grant.

4.2 Termination of Options. Options shall terminate as set forth in the Plan. Options may be exercised following termination of Participant's relation as a Service Provider solely in accordance with the provisions of Section 9 of the Plan, unless otherwise explicitly stated in the Notice of Option Grant.

5. EXERCISE OF OPTION AWARD.

5.1 The Options, or any part thereof, shall be exercisable by the Participant's signing and returning to the Company at its principal office (and to the Trustee, where applicable), a "Notice of Exercise" in the form attached hereto as Exhibit A, or in such other form as the Company and/or the Trustee may from time to time prescribe, together with payment of the aggregate purchase price in accordance with the provisions of the Plan.

5.2 In connection with the issuance of Shares upon the exercise of any of the Options, the Participant hereby agrees to sign any and all documents required by law and/or the Company's Corporate Charter and/or the Trustee.

5.3 After a Notice of Exercise has been delivered to the Company it may not be rescinded or revised by the Participant.

5.4 The Company will notify the Trustee of any exercise of Options as set forth in the Notice of Exercise. If such notification is delivered during the Required Holding Period, the Shares issued upon the exercise of the Options shall be issued in the name of the Trustee, and held in trust on the Participant's behalf by the Trustee. In the event that such notification is delivered after the end of the Required Holding Period, the Shares issued upon the exercise of the Options shall either (i) be issued in the name of the Trustee, subject to the Trustee's prior written consent, or (ii) be transferred to the Participant directly, provided that the Participant first complies with the provisions of Section 7 below. In the event that the Participant elects to have the Shares transferred to the Participant without selling such Shares, the Participant shall become liable to pay taxes immediately in accordance with the provisions of the ITO.

6. MARKET STAND-OFF.

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, the Participant shall not, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Options or Shares acquired under this Agreement without the prior written consent of the Company or its underwriters. Such restriction (the "Market Stand-Off") will be in effect for such period of time following the date of the final prospectus for the offering as may be required by the Company or its underwriters. In no event, however, shall such period exceed 180 days. The Market Stand-Off shall in any event terminate two years after the date of the Company's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired upon the exercise of the Options until the end of the applicable stand-off period. The Company's underwriters shall be beneficiaries of the agreement set forth in this Section 6. This Section 6 shall not apply to Share registered in the public offering under the Securities Act.

7. TAXES.

7.1 Any tax consequences arising from the grant or exercise of any Option, from the payment for Shares covered thereby, or from any other event or act (of the Company, and/or its Affiliates, and the Trustee or the Participant) relating to the Options or Shares issued upon exercise thereof, shall be borne solely by the Participant, with the exception of taxes imposed upon the Company or its Affiliate by law, such as the employer's component of payments to the National Insurance Institute. The Company and/or its Affiliates, and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source.

Furthermore, the Participant agrees to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant for which the Participant is responsible. The Company or any of its Affiliates and the Trustee may make such provisions and take such steps as it/they may deem necessary or appropriate for the withholding of all taxes required by law to be withheld with respect to Options granted under the Plan and the exercise thereof, including, but not limited, to (i) deducting the amount so required to be withheld from any other amount then or thereafter payable to a Participant, including by deducting any such amount from a Participant's salary or other amounts payable to the Participant, to the maximum extent permitted under law and/or (ii) requiring a Participant to pay to the Company or any of its Affiliates the amount so required to be withheld as a condition of the issuance, delivery, distribution or release of any Shares and/or (iii) by causing the exercise and sale of any Options or Shares held by on behalf of the Participant to cover such liability up to the amount required to satisfy minimum statutory withholding requirements. In addition, the Participant will be required to pay any amount that exceeds the tax to be withheld and transferred to the tax authorities, pursuant to applicable Israeli tax regulations.

7.2 THE PARTICIPANT IS ADVISED TO CONSULT WITH A TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING OR EXERCISING THE OPTIONS.

8. SECURITIES LAWS

8.1 Legal Compliance. Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Shares shall comply with applicable securities and other laws and shall be further subject to the approval of counsel for the Company with respect to such compliance. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

8.2 Legends. Participant understands and agrees that the Company may cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state, federal or foreign securities laws:

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR REGISTERED OR QUALIFIED UNDER THE APPLICABLE SECURITIES LAWS OF ANY OTHER STATE OR FOREIGN JURISDICTION AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR QUALIFIED OR REGISTERED UNDER SUCH APPLICABLE SECURITIES LAWS

OF SUCH OTHER JURISDICTIONS, OR, IN THE OPINION OF COMPANY COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE WITH AN EXEMPTION UNDER REGULATIONS OF THE ACT, ANOTHER EXEMPTION UNDER THE ACT OR ANY SUCH APPLICABLE SECURITIES LAWS OF SUCH OTHER JURISDICTIONS. HEDGING TRANSACTIONS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

9. PROXY

Until the consummation of an initial public offering by the Company, Shares issued to a Participant or the Trustee shall be voted by an irrevocable proxy (in the form attached as Exhibit B hereto). The individual(s) empowered under the Proxy shall be indemnified and held harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him/her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of such proxy unless arising from acts of fraud or bad faith of such individual(s), to the extent permitted by applicable law. Such indemnification shall be in addition to any rights of indemnification the person(s) may have as a director or otherwise under the Company's Corporate Charter, any agreement, any vote of stockholders or disinterested directors, insurance policy or otherwise.

10. ADJUSTMENTS UPON CERTAIN TRANSACTIONS

In the event of any transaction described in Section 10.1 of the Plan, the terms of this Option (including, without limitation, the number and kind of Shares subject to this Option and the Exercise Price) shall be adjusted as set forth in Section 10.1 of the Plan. In the event the Company is a party to a Transaction (as defined in Section 10.2 of the Plan), this Option shall be subject to the agreement evidencing such Transaction, as provided in Section 10.2 of the Plan.

11. MISCELLANEOUS.

11.1 Continuance of Employment. Participant acknowledges and agrees that the vesting of shares pursuant to the vesting schedule hereof is earned only by continuing as a Service Provider at the will of the Company (or its Affiliate) (not through the act of being hired, being granted this Option or acquiring Shares hereunder). Participant further acknowledges and agrees that in the event that Participant ceases to be a Service Provider, the unvested portion of his Options shall not vest and shall not become exercisable. Participant further acknowledges and agrees that this Agreement, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as a Service Provider for the vesting period, for any period, or at all, shall not interfere in any way with Participant's right or the right of the Company or its Affiliate to terminate Participant's relationship as a Service Provider at any time, with or without cause, and shall not constitute an express or implied promise or obligation of the Company to grant additional Options to Participant in the future.

11.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict of law.

11.3 Entire Agreement. This Agreement, together with the Notice of Option Grant, the Plan and the Trust Agreement, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement, the Notice of Option Grant or the Plan.

11.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall include a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

11.5 Notice. Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States or Israeli postal service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Participant at the address that he or she most recently provided to the Company in accordance with this Section 11.5.

* * *

By the signature of the Participant and the signature of the Company's representative below, Participant and the Company agree that the Options are granted under and governed by (i) this Option Agreement, (ii) the Plan (including the Appendix for Israeli Taxpayers), a copy of which has been provided to Participant or made available for his/her review, (iii) Section 102(b)(2) of the Income Tax Ordinance (New Version) – 1961 and the Rules promulgated in connection therewith, and (iv) the Trust Agreement, a copy of which has been provided to Participant or made available for his/her review. Furthermore, by Participant's signature below, Participant agrees that the Options will be issued to the Trustee to hold on Participant's behalf, pursuant to the terms of the ITO, the Rules and the Trust Agreement.

In addition, by his signature below, Participant confirms that he is familiar with the terms and provisions of Section 102 of the ITO, particularly the Capital Gains Track described in subsection (b)(2) thereof, and agrees that he will not require the Trustee to release the Options or Shares to him, or to sell the Options or Shares to a third party, during the Restricted Holding Period, unless permitted to do so by applicable law.

IN WITNESS WHEREOF, the Company has caused this Option Agreement to be executed by its duly authorized officer and the Participant has executed this Option Agreement as of the Date of Grant.

DAPPER INC.	**PARTICIPANT**
By: _____	
Name: _____	
Title: _____	_____

EXHIBIT A

EXERCISE NOTICE

Dapper Inc.

Attention: Chief Financial Officer

1. Option. I have been granted options (the "**Option**") to purchase shares of Common Stock (the "**Shares**") of Dapper Inc. (the "**Company**") pursuant to the Company's Global Share Incentive Plan (2007) and the Appendix thereto for Israeli Taxpayers (the "**Plan**"), the Notice of Option Grant (the "**Notice**") and Option Agreement (the "**Option Agreement**"), as follows:

Date of Option Grant:	
Number of Option Shares:	
Exercise Price per Share:	US$

2. Exercise of Option. I hereby elect to exercise the Option to purchase the following number of Shares, all of which are Vested Shares in accordance with the Notice and the Option Agreement:

Total Shares Purchased:	
Total Exercise Price (Total Shares X Price Per Share):	US$

3. Payments. Enclosed is the payment in full of the total exercise price for the Shares in the following form(s), as authorized by my Option Agreement:

Cash:	US$/NIS
Check:	US$/NIS

Circle the appropriate currency of actual payment

4. Tax Withholding. The Participant explicitly acknowledges Section 7 of the Option Agreement, with respect to its bearing of any tax consequences in connection to the Option, and the exercise thereof, and without limitation hereby authorizes payroll withholding and otherwise will make adequate provision for all applicable tax withholding obligations of the Company, if any, in connection with the Option, all as more completely described in the plan and the Option Agreement and Plan.

5. Participant Information.

Participant's address is:

Participant's ID Number is:

6. Binding Effect. I agree that the Shares are being acquired in accordance with and subject to the terms, provisions and conditions of the Plan and the Option Agreement and the Trust Agreement between the Company and the Trustee, to all of which I hereby expressly assent. This Agreement shall inure to the benefit of and be binding upon my heirs, executors, administrators, successors and assigns.

7. Transfer. I understand and acknowledge that the Shares have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and that consequently the Shares must be held indefinitely unless they are subsequently registered under the Securities Act, an exemption from such registration is available, or they are sold in accordance with Rule 144 or Rule 701 under the Securities Act. I further understand and acknowledge that the Company is under no obligation to register the Shares. I understand that the certificate or certificates evidencing the Shares will be imprinted with legends which prohibit the transfer of the Shares unless they are registered or such registration is not required in the opinion of legal counsel satisfactory to the Company. I am aware that Rule 144 under the Securities Act, which permits limited public resale of securities acquired in a nonpublic offering, is not currently available with respect to the Shares and, in any event, is available only if certain conditions are satisfied. I understand that any sale of the Shares that might be made in reliance upon Rule 144 may only be made in limited amounts in accordance with the terms and conditions of such rule and that a copy of Rule 144 will be delivered to me upon request.

I FURTHER ACKNOWLEDGE THAT THE TRANSFER OF THE SHARES IS ALSO SUBJECT TO THE APPLICABLE RESTRICTIONS PROVIDED BY THE PLAN, AND PARTICULARLY THOSE RESTRICTIONS IMPOSED IN THE FRAMEWORK OF AMENDED SECTION 102(B)(2) OF THE ISRAELI TAX ORDINANCE.

I understand that I am purchasing the Shares pursuant to the terms of the Plan, the Notice of Option Grant and the Option Agreement, copies of which I have received and carefully read and understand.

Very truly yours,

_____

(Signature)

_____

Print Name

Dated: _____

Receipt of the above is hereby acknowledged.

DAPPER INC.

By: _____

Title: _____

Dated: _____

EXHIBIT B

PROXY

I, the undersigned, in consideration for the grant of Options to me under the Dapper Inc. Global Share Incentive Plan (2007) (the "**Plan**") hereby appoint _____, or any other individual designated by the board of directors of Dapper Inc. (the "**Company**") as his/her replacement (the "**Appointee**") as my proxy to receive all stockholder notices and other communications intended for stockholders of the Company, to participate and vote (or abstain from voting) for me and on my behalf as s/he shall deem appropriate at his/her sole and absolute discretion, on all matters with respect to all meetings or written resolutions of or by the stockholders of the Company, on behalf of all the shares of the Company issued upon exercise of the Options, whether held by the Trustee pursuant to the Plan on my behalf or directly by me, and hereby authorize and grant a power of attorney to the Appointee as follows:

I hereby authorize and grant power of attorney to the Appointee for as long as any shares and/or options which were allotted or granted on my behalf are held by the Trustee or registered in its name, or are held by me and registered in my name, to exercise every right, power and authority with respect to the shares and/or options without consultation with me and to receive all documents intended for stockholders, sign in my name and on my behalf any document, including any agreement, including a merger agreement of the Company or an agreement for the purchase or sale of assets or shares (including the shares of the Company held on my behalf and any and all documentation accompanying any such agreements, such as, but not limited to, decisions, requests, instruments, receipts and the like), and any affidavit or approval with respect to the shares and/or options or to the rights which they represent in the Company in as much as the Appointee shall deem it necessary or desirable to do so, provided that in the event of a proposed transaction in which all of the Company's shares are to be sold or exchanged to a third party, to which a majority of the Company's stockholders have committed to perform such sale or exchange, I hereby instruct the Appointee to sell or exchange all of the shares held by me or on my behalf.

In addition and without derogating from the generality of the foregoing, I hereby authorize and grant power of attorney to the Appointee to sign any document as aforesaid and any affidavit or approval (such as any waiver of rights of first refusal to acquire shares which are offered for sale by other stockholders of the Company and/or any pre-emptive rights to acquire any shares being allotted by the Company, in as much as such rights shall exist pursuant to the Company's Corporate Charter or any relevant agreement as shall be in existence from time to time) and/or to make and execute any undertaking in my name and on my behalf if the Appointee shall, at his/her sole and absolute discretion, deem that the document, affidavit or approval is necessary or desirable for purposes of any placement of securities of the Company, whether private or public (including lock-up arrangements and undertakings), for purposes of a merger of the Company with another entity, whether the Company is the surviving entity or not, for purposes of any reorganization or recapitalization of the Company or for purposes of any purchase or sale of assets or shares of the Company.

This Proxy shall be interpreted in the widest possible sense, in reliance upon the Plan and upon the goals and intentions thereof.

This Proxy shall expire and cease to be of force and effect immediately after the consummation of the initial public offering of the Company's shares, pursuant to an effective registration statement, prospectus or similar document in any jurisdiction as is determined by the Board of Directors of the Company and shall be irrevocable until such time as the rights of the Company and the Company's stockholders are dependent hereon. The expiration of this Proxy shall in no manner effect the validity of any document (as aforesaid), affidavit or approval which has been signed or given as aforesaid prior to the expiration hereof and in accordance herewith.

I hereby confirm and undertake that I shall not have, and hereby irrevocable waive, any claim or demand against the Company and/or the Appointee in connection with this Proxy or any action taken or not taken by the Appointee in accordance with the provisions hereof.

IN WITNESS WHEREOF:

Name: _____

Signature: _____

Dated: _____

Exhibit 4.3(A)

DAPPER INC.

October 5, 2010

[NAME]

Dear _____:

On October 5, 2010, Dapper Inc. (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Yahoo! Inc. ("Parent"), among others, pursuant to which the Company shall become a wholly owned subsidiary of Parent (the "Merger"). You were previously granted one or more options to purchase Company common stock (each, a "Company Option," and collectively, the "Company Options") under the Company's Global Share Incentive Plan (2007), as amended from time to time (the "Plan"). Your Company Options that are currently outstanding are set forth on Exhibit A. Contingent upon the consummation of the Merger, you shall receive the following treatment with respect to your outstanding Company Options. Capitalized terms not otherwise defined herein will have the meanings ascribed in the Merger Agreement.

Vested Company Options

At the effective time of the Merger (the "Effective Time"), which is anticipated to occur in October 2010, the portion of your Company Options that is vested and outstanding, after giving effect to [any accelerated vesting provisions thereof and] any exercises, as of the Effective Time (the "Vested Company Options") shall terminate and be cancelled as of the Effective Time. You shall be entitled to receive a cash payment (subject to all applicable income and employment tax withholding) equal to the product of (x) the number of shares of Company common stock that were issuable upon exercise of such Vested Company Options immediately prior to the Effective Time multiplied by (y) an amount equal to (1) the Per Share Common Amount (as defined in the Merger Agreement as the consideration that each share of Company common stock will receive in the Merger) minus (2) the per share exercise price for the shares of Company common stock that would have been issuable upon exercise of such Vested Company Options immediately prior to the Effective Time (with the understanding that, for purposes of this clause, if there are different exercise prices for different Vested Company Options held by you, separate calculations shall be made for each applicable exercise price) (the "Vested Spread"). Approximately 19.2% of the Vested Spread shall be held back in escrow to indemnify Parent in case of a working capital adjustment or breach of a representation, warranty or covenant in the Merger Agreement or if an event happens which requires indemnification as provided in the Merger Agreement. (The exact percentage of the Vested Spread to be subject to escrow will depend on the final purchase price after giving effect to closing payments, working capital adjustments and the like.) In addition, a portion of the Vested Spread will be withheld to secure certain obligations under Section 2.2(d) and Section 9.11 of the Merger Agreement for any Representative Expenses incurred by the Representative.

If you do not exercise your Vested Company Options prior to the Effective Time and consequently such Vested Company Options are cashed-out, if you are subject to U.S. taxation, you will recognize ordinary income in the amount of your aggregate cash payment at the time that such cash is paid to you, regardless of whether your Vested Company Options were intended to be incentive stock options ("ISOs") within the meaning of Internal Revenue Code Section 422, or nonstatutory stock options ("NSOs"). Any ordinary income you recognize on your cash payment income will constitute wages and, if you were an employee at the time your Vested Company Options were granted to you, will therefore be subject to withholding of applicable U.S. federal and state income and employment tax withholding.

As an alternative to automatically receiving the cash payment as described above, you may also choose to exercise your Vested Company Options prior to the Effective Time. If you wish to exercise your Vested Company Options, please contact the Company ***immediately***. You must provide a completed exercise notice to the Company and pay the exercise price per share prior to the Effective Time. For any of your Vested Company Options that were granted as incentive stock options ("ISOs") under Internal Revenue Code Section 422 and are exercised by you, the Vested Spread shall be reported as ordinary income to you for income tax purposes, but shall not be subject to withholding, including not being subject to employment taxes. For any of your Vested Company Options that were granted as nonstatutory stock options ("NSOs"), the Vested Spread shall be reported as ordinary income and be subject to applicable tax withholding (including income and employment taxes). As a stockholder, a percentage of the Merger consideration that you receive for your shares will be held back in escrow on the same terms as described above for Vested Company Options.

To the extent that any of your Vested Company Options were granted as ISOs and are exercised by you, your receipt of the cash payment in connection with the Merger will be considered a disqualifying disposition of the shares underlying the ISOs. Upon the disqualifying disposition, you generally will recognize ordinary income equal to the excess, if any, of the lesser of (i) the fair market value of the shares of common stock at the time you exercise the ISO or (ii) the amount you realize for the shares of the common stock disposed of in the Merger, in each case less the aggregate exercise price you pay for those shares. Such income will constitute wages, taxable at ordinary income rates, but will not be subject to withholding of applicable U.S. federal and state income and employment tax withholding. Any additional gain or loss will be short-term capital gain or loss (assuming you hold such shares as a capital asset).

To the extent that any of your Vested Company Options were granted as NSOs and are exercised by you, the Vested Spread shall be reported as ordinary income and be subject to applicable tax withholding (including income and employment taxes). If you received your Vested Company Options in your capacity as an employee, such income will constitute wages subject to payment of applicable U.S. federal and state income and employment tax withholding.

As a stockholder, a percentage of the Merger consideration that you receive for your shares will be held back in escrow on the same terms as described above for Vested Company Options. Thus, if you elect to exercise your Vested Company Options that were granted as NSOs, please note that you will be paying tax on amounts you have not yet, and may never, receive due to the escrow.

Amendment and Assumption of Unvested Company Options

At the Effective Time (provided that you accept an offer of employment with Parent or one of its Subsidiaries before the Effective Time and provided that you are to be employed with Parent or one of its Subsidiaries immediately following the Effective Time), the portion of your Company Options that is unvested and outstanding as of the Effective Time (the "Unvested Company Options") shall be assumed by Parent and converted into the right to purchase shares of Parent common stock (each, an "Assumed Option" and collectively, the "Assumed Options"). Each Assumed Option shall continue to have, and be subject to, the same terms and conditions (including, if applicable, the vesting arrangements and other terms and conditions set forth in the Plan and the applicable stock option or other agreement) as are in effect immediately prior to the Effective Time, except that (i) Parent shall have any and all amendment and administrative authority with respect to such Assumed Option (subject, in the case of any amendment, to any required consent from you), (ii) the Assumed Option shall become exercisable for that

number of whole shares of Parent common stock equal to the product (rounded down to the next whole number of shares of Parent common stock) of (A) the number of shares of Company common stock that would have been issuable upon exercise of the Assumed Option immediately prior to the Effective Time and (B) the Equity Exchange Ratio (as defined in the Merger Agreement), (iii) the per share exercise price for the shares of Parent common stock issuable upon exercise of the Assumed Option shall be equal to the quotient (rounded up to the next whole cent) obtained by dividing the exercise price per share of Company common stock at which such Assumed Option was exercisable immediately prior to the Effective Time by the Equity Exchange Ratio, and (iv) the Assumed Option will be subject to the amendments set forth below.

By executing this letter, you acknowledge and agree that each option agreement and related option documentation that evidences your Assumed Options and each other agreement between you and the Company related to or referencing your Assumed Options is hereby amended to the extent necessary, effective upon and subject to the Effective Time, to provide as follows:

1. Extended Exercisability. The exercise period following your termination of service with Parent and its Subsidiaries for each Assumed Option as in effect immediately prior to the Effective Time (the "Post Termination Exercise Period") shall be extended until the earlier of the Post Termination Exercise Period plus one day or the original expiration date of the Assumed Option. For example, if an Assumed Option provides for a three month Post Termination Exercise Period, you will now have three months and one day to exercise such Assumed Option following your termination of service provided that the ten year term of such Assumed Option is not exceeded.

2. No Incentive Stock Option Treatment or Early Exercise Feature. All of your Assumed Options that are ISOs prior to the Effective Time shall be automatically converted to NSOs such that all of your Assumed Options shall be treated as NSOs, even if such Assumed Options immediately prior to the Effective Time were designated as ISOs. Any of your Assumed Options that included an "early exercise" feature prior to the Effective Time that permitted the option to be exercised prior to the time that the option had vested shall, effective as of the Effective Time, no longer include such an early exercise feature and may be exercised only to the extent (if any) then vested. For U.S. taxpayers, upon exercise of your Assumed Option, the difference between the fair market value of the shares you acquire on exercising the option and the exercise price of the option will be taxable as ordinary income and subject to applicable tax withholding (including income and employment taxes).

[3. Modification of Certain Definitions. To the extent that any agreement or agreements between you and the Company provides for any accelerated vesting of your Assumed Option if an "Involuntary Termination" occurs, the following definitions will supersede and replace in their entirety the definitions that appear in such agreement or agreements:

"Involuntary Termination" means a termination of your employment by Parent or one of its Subsidiaries for other than Cause.

"Cause" means a termination of your employment with Parent or one of its Subsidiaries based upon the occurrence of one or more of the events set forth below which, with respect to an event specified in clause (A), (B) or (C) below, if curable, you have not cured within 14 days after you receive written notice from Parent (or applicable Affiliate of Parent) specifying with reasonable particularity such occurrence: (A) your refusal or material failure to perform your job duties and responsibilities (other than by reason of your Disability (as defined below)), (B) your failure or refusal to comply in any material respect with material and lawful Parent policies or directives

(other than a failure to comply by reason of your Disability), (C) your material breach of any contract or agreement between you and Parent (including but not limited to your [Non-Competition Agreement,] Offer Letter or the Employee Confidentiality and Assignment of Inventions Agreement between you and Parent), or your material breach of any statutory duty, fiduciary duty or any other obligation that you owe to Parent or an Affiliate of Parent, (D) your commission of an act of fraud, theft, embezzlement or other unlawful act against Parent or an Affiliate of Parent or involving Parent's or an Affiliate of Parent's property or assets or your engaging in unprofessional, unethical or intentional acts that materially discredit Parent or are materially detrimental to the reputation of Parent, or (E) your indictment, conviction or *nolo contendere* or guilty plea with respect to any felony or crime of moral turpitude. In connection with the foregoing, you and Parent acknowledge that following notice and cure as provided in the preceding sentence, upon any additional one-time occurrence of substantially similar conduct as that which was the subject of the notice, Parent (or applicable Affiliate of Parent) may terminate your employment for Cause without notice and opportunity to cure. However, should Parent (or applicable Affiliate of Parent) choose to offer you another opportunity to cure, it shall not be deemed a waiver of its rights under this provision. For purposes of the foregoing, "Disability" means a serious physical or mental illness, injury or medical condition that meets the definition of a "disability" under the Americans with Disabilities Act of 1990.]

[ISOs and NSOs Granted to Former Israeli Residents

If you have been granted ISOs or NSOs and have been an Israeli resident on or after the first date you became a holder of Company Options (including a holder of options granted under Section 102 of the Israeli Income Tax Ordinance) and were later relocated to the United States, you should deliver, unless instructed otherwise in writing by Parent, to Parent or the Escrow Agent, as applicable, a Valid Certificate from the Israeli Tax Authority for exemption from, or reduced rate of, Israeli withholding taxes pursuant to the terms of the Merger Agreement. If no such certificate is provided, Parent or the Escrow Agent, as applicable, shall withhold tax from the merger consideration for such ISOs or NSOs according to the provisions of the Israeli Income Tax Ordinance and the regulations promulgated thereunder.]

If you do not accept an offer of employment with Parent or one of its Subsidiaries before the Effective Time or if for any other reason you are not to be employed by Parent or one of its Subsidiaries immediately following the Effective Time, your Unvested Company Options shall not be assumed and shall terminate and be cancelled at the Effective Time, pursuant to Section 10.2 of the Plan and Section 6.5 of the Merger Agreement. You will receive no consideration for any cancelled Unvested Company Options, and you will have no further rights with respect thereto or in respect thereof. Neither Parent nor the Company will have any obligation with respect to the cancelled Unvested Company Options after the Effective Time.

The tax information in this letter is summary information only and is given for your reference. You agree that the Company and its affiliates, officers, directors, advisors and agents are not providing, and have not provided you with, any tax advice with respect to these matters and that you are relying solely on your own tax advisors. If you have questions or would like specific information about the tax treatment of your Company Options or any of the transactions contemplated by this letter, please consult your own tax advisors.

Agreements

You hereby agree to be bound by all provisions of Article 2 and Article 9 of the Merger Agreement applicable to you. You understand that Parent will withhold or has withheld from the merger consideration payable to you with respect to your Vested Company Options your Pro Rata Share of the

Escrow Amount and the Representative Fund Amount, and has or will deposit cash representing the Escrow Amount and the Representative Fund Amount with U.S. Bank, National Association, as escrow agent ("Escrow Agent") pursuant to Section 2.2(a) and Section 2.2(d), respectively, of the Merger Agreement to secure certain obligations under Article 2 and Article 9 of the Merger Agreement and you hereby appoint Sally Roberts, as Representative on your behalf pursuant to and in accordance with the provisions of Article 9 of the Merger Agreement and the Escrow Agreement. All amounts deposited with the Escrow Agent, together with any interest, investment income or other proceeds applicable thereto, shall be held by the Escrow Agent, subject to the terms and conditions of the Merger Agreement and the Escrow Agreement. You acknowledge and agree that you shall be entitled to receive a portion of the Escrow Fund (as defined in the Escrow Agreement) and the Representative Fund (as defined in the Escrow Agreement) only at the times and in the amounts set forth in the Merger Agreement and the Escrow Agreement equal to your Pro Rata Share of the remaining Escrow Fund, if any, and your Pro Rata Shares of the remaining Representative Fund, if any, subject to and in accordance with the terms of the Merger Agreement and the Escrow Agreement. You acknowledge that (i) claims for Damages (as defined in the Merger Agreement) made on the Escrow Fund may delay or preclude the release to you of your Pro Rata Portion of the Escrow Amount and (ii) the Representative's incurrence of Representative Expenses may delay or preclude the release to you of your Pro Rata Portion of the Representative Amount.

You hereby irrevocably waive, release and discharge Parent, the Company and their Affiliates from any and all liabilities and obligations to you of any kind or nature whatsoever relating to your Company Options (or the exercise thereof), in each case whether absolute or contingent, liquidated or unliquidated, and whether arising under any agreement or understanding (other than the Merger Agreement and any of the other agreements or instruments executed and delivered in connection therewith) or otherwise at law or equity, and you agree not to seek to recover any amounts in connection therewith or thereunder from any of Parent, the Company and their Affiliates.

In connection with the foregoing release, and to the extent, if any, that California law governs the foregoing release, you confirm that you are familiar with Section 1542 of the California Civil Code (or other state equivalents), have discussed that section with your counsel, understand the consequences of a waiver of its protection, and nevertheless expressly agree that the release in this letter constitutes a waiver and release of any right or benefit you may have under that section. **Section 1542 states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."** In no event shall any of Parent, the Company or their Affiliates have any liability to you whatsoever for any breaches of the representations, warranties, agreements or covenants of the Company under the Merger Agreement, and you agree in any event not to seek contribution from any of Parent, the Company or their Affiliates in respect of any such breaches by the Company.

Please indicate your acceptance of the foregoing terms by signing this agreement below and returning it to me no later than the close of business on October 7, 2010. If you do not timely sign and return this agreement, your Unvested Company Options will not be assumed by Parent and will instead be cancelled at the Effective Time without payment. You will not have any further rights with respect to or in respect of any Unvested Company Option that is so cancelled.

Sincerely,

DAPPER INC.

By: _____
Print Name: _____
Title: _____

Accepted and Agreed:

_____
[Name] Date

Exhibit A

COMPANY OPTION SUMMARY

Name	Date of Grant	Number of Shares	Exercise Price	Number of Shares Vested as of Anticipated Effective Time of October 8, 2010	Number of Shares Unvested as of Anticipated Effective Time of October 8, 2010

Exhibit 4.3(B)

DAPPER INC.

October 5, 2010

[NAME]

Dear _____:

On October 5, 2010, Dapper Inc. (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Yahoo! Inc. ("Parent"), among others, pursuant to which the Company shall become a wholly owned subsidiary of Parent (the "Merger"). You were previously granted one or more options to purchase Company common stock (each, a "Company Option," and collectively, the "Company Options") under the Company's Global Share Incentive Plan (2007), including the Israeli appendix thereto, as amended from time to time (the "Plan"). Your Company Options that are currently outstanding are set forth on Exhibit A. Contingent upon the consummation of the Merger, you shall receive the following treatment with respect to your outstanding Company Options. Capitalized terms not otherwise defined herein will have the meanings ascribed in the Merger Agreement.

Vested Company Options

At the effective time of the Merger (the "Effective Time"), which is anticipated to occur in October 2010, the portion of your Company Options that is vested and outstanding, after giving effect to any exercises, as of the Effective Time (the "Vested Company Options") shall terminate and be cancelled as of the Effective Time. You shall be entitled to receive a cash payment (subject to all applicable income and employment tax withholding) equal to the product of (x) the number of shares of Company common stock that were issuable upon exercise of such Vested Company Options immediately prior to the Effective Time multiplied by (y) an amount equal to (1) the Per Share Common Amount (as defined in the Merger Agreement as the consideration that each share of Company common stock will receive in the Merger) minus (2) the per share exercise price for the shares of Company common stock that would have been issuable upon exercise of such Vested Company Options immediately prior to the Effective Time (with the understanding that, for purposes of this clause, if there are different exercise prices for different Vested Company Options held by you, separate calculations shall be made for each applicable exercise price) (the "Vested Spread"). Approximately 19.2% of the Vested Spread shall be held back in escrow to indemnify Parent in case of a working capital adjustment or breach of a representation, warranty or covenant in the Merger Agreement or if an event happens which requires indemnification as provided in the Merger Agreement. (The exact percentage of the Vested Spread to be subject to escrow will depend on the final purchase price after giving effect to closing payments, working capital adjustments and the like.) In addition, a portion of the Vested Spread will be withheld to secure certain obligations under Section 2.2(d) and Section 9.11 of the Merger Agreement for any Representative Expenses incurred by the Representative.

Amendment and Assumption of Unvested Company Options

At the Effective Time (provided that you accept an offer of employment with Parent or one of its Subsidiaries before the Effective Time and provided that you are to be employed with Parent or one of its Subsidiaries immediately following the Effective Time), the portion of your Company Options that is unvested and outstanding as of the Effective Time (the "Unvested Company Options") shall be assumed by Parent and converted into the right to purchase shares of Parent common stock (each, an "Assumed Option" and collectively, the "Assumed Options"). Each Assumed Option shall continue to have, and be

subject to, the same terms and conditions (including, if applicable, the vesting arrangements and other terms and conditions set forth in the Plan and the applicable stock option or other agreement) as are in effect immediately prior to the Effective Time, except that (i) Parent shall have any and all amendment and administrative authority with respect to such Assumed Option (subject, in the case of any amendment, to any required consent from you), (ii) the Assumed Option shall become exercisable for that number of whole shares of Parent common stock equal to the product (rounded down to the next whole number of shares of Parent common stock) of (A) the number of shares of Company common stock that would have been issuable upon exercise of the Assumed Option immediately prior to the Effective Time and (B) the Equity Exchange Ratio (as defined in the Merger Agreement), (iii) the per share exercise price for the shares of Parent common stock issuable upon exercise of the Assumed Option shall be equal to the quotient (rounded up to the next whole cent) obtained by dividing the exercise price per share of Company common stock at which such Assumed Option was exercisable immediately prior to the Effective Time by the Equity Exchange Ratio, and (iv) the Assumed Option will be subject to the amendments set forth below.

By executing this letter, you acknowledge and agree that each option agreement and related option documentation that evidences your Assumed Options and each other agreement between you and the Company related to or referencing your Assumed Options is hereby amended to the extent necessary, effective upon and subject to the Effective Time, to provide that the exercise period following your termination of service with Parent and its Subsidiaries for each Assumed Option as in effect immediately prior to the Effective Time (the "Post Termination Exercise Period") shall be extended until the earlier of the Post Termination Exercise Period plus one day or the original expiration date of the Assumed Option. For example, if an Assumed Option provides for a three month Post Termination Exercise Period, you will now have three months and one day to exercise such Assumed Option following your termination of service provided that the ten year term of such Assumed Option is not exceeded.

If you do not accept an offer of employment with Parent or one of its Subsidiaries before the Effective Time or if for any other reason you are not to be employed by Parent or one of its Subsidiaries immediately following the Effective Time, your Unvested Company Options shall not be assumed and shall terminate and be cancelled at the Effective Time, pursuant to Section 10.2 of the Plan and Section 6.5 of the Merger Agreement. You will receive no consideration for any cancelled Unvested Company Options, and you will have no further rights with respect thereto or in respect thereof. Neither Parent nor the Company will have any obligation with respect to the cancelled Unvested Company Options after the Effective Time.

Israeli Tax Treatment

The cash out or assumption of Company Options (whether vested or unvested), and Company Common Stock issued upon the exercise of such Company Options, granted to you pursuant to Section 102 of the Israeli Tax Ordinance (the "ITO") (Capital Gains Track with a Trustee) and which are currently held by a trustee appointed in accordance therewith (the "Section 102 Trustee") would, absent a special tax ruling, be deemed an immediate tax event for Israeli tax purposes. Generally, any gain generated upon the sale of such Company Options, or Company Common Stock underlying such Company Options, with respect to which the statutory holding period under Section 102 of the ITO (the "Statutory Period") has been lapsed as of the date of the tax event, are subject to tax as capital gains at a rate of 25% (and no national insurance and health tax is imposed). If the Statutory Period has not lapsed as of the date of the tax event, then such gain will be subject to tax as ordinary income at the optionee's or stockholder's marginal income tax rate (and national insurance and health tax will be imposed).

However, in consultation and with the consent of Parent, the Company has prepared and filed an application with the Israeli Tax Authority (the "ITA") for a ruling (the "Ruling") requesting that: (i) the deposit with the Section 102 Trustee of the merger consideration payable pursuant to the Merger Agreement for Vested Company Options and Company Common Stock subject to the Statutory Period will remain subject to the provisions of Section 102 of the ITO, will not require an immediate Israeli tax payment or affect the tax treatment of such Company Options and underlying Company Common Stock, and that any related Israeli taxation will be deferred until completion the Statutory Period and release of the merger consideration, as applicable, (ii) the assumption of the Assumed Options subject to Section 102 of the ITO will not result in a requirement for an immediate Israeli tax payment with respect to such Assumed Options if such Assumed Options are subsequently held by the Section 102 Trustee pursuant to the terms and conditions of the ITO, and (iii) with respect to such Assumed Options, that the Statutory Period will be deemed to have begun at the time of issuance of such Assumed Options and will not be restarted as a result of the Parent's assumption of the such Assumed Options. The actual contents and timing of receipt of the Ruling will depend upon the ITA, and you will be provided with further details regarding the provisions of the Ruling, and what you are required to do to benefits from its provisions, when available. There is no guarantee that the ITA will agree to provide such a Ruling, and if it does so, what terms and conditions it may impose.

In order to avoid immediate adverse tax consequences pending the issuance of the Ruling, the Company obtained on September 20, 2010 an interim pre-ruling from the ITA (the "Interim Ruling") under which the cash out and assumption of such Company Options and underlying Company Common Stock granted pursuant to Section 102 will not be subject to Israeli withholding tax, provided the merger consideration for such Company Options and Company Common Stock or Assumed Options, as applicable, are held in trust at the Effective Time by the Section 102 Trustee for a period of 120 days or until such time as the ITA has made a final decision with respect to the Ruling. If the Ruling is not obtained within 120 days of the date of the Interim Ruling and an approval from the ITA for the extension of such 120 day period has not been obtained, the Section 102 Trustee will withhold from the maximum rate of tax (45%) from the merger consideration received by the Section 102 Trustee and any interest accumulated thereon. Any merger consideration payable upon the exercise of an option granted under Section 102 or in respect of Company Shares held by the Section 102 Trustee following the exercise of a Company Option granted under Section 102 shall be delivered by Parent, promptly following the Closing to the Section 102 Trustee and held in trust by the Section 102 Trustee pursuant to the applicable provisions of Section 102 and the Ruling and released in accordance with applicable law, the Ruling and the trust documents governing the trust held by the Section 102 Trustee.

The tax information in this letter is limited to Israeli taxation provisions and summary information only, and is given for your reference. You agree that the Company and its affiliates, officers, directors, advisors and agents are not providing, and have not provided you with, any tax advice with respect to these matters and that you are relying solely on your own tax advisors. If you have questions or would like specific information about the tax treatment of your Company Options or any of the transactions contemplated by this letter, please consult your own tax advisors.

Agreements

You hereby agree to be bound by all provisions of Article 2 and Article 9 of the Merger Agreement applicable to you. You understand that Parent will withhold or has withheld from the merger consideration payable to you with respect to your Vested Company Options your Pro Rata Share of the Escrow Amount and the Representative Fund Amount, and has or will deposit cash representing the Escrow Amount and the Representative Fund Amount with U.S. Bank, National Association, as escrow agent ("Escrow Agent") pursuant to Section 2.2(a) and Section 2.2(d), respectively, of the Merger Agreement to secure certain obligations under Article 2 and Article 9 of the Merger Agreement and you hereby appoint Sally Roberts, as Representative on your behalf pursuant to and in accordance with the provisions of Article 9 of the Merger Agreement and the Escrow Agreement. All amounts deposited with

the Escrow Agent, together with any interest, investment income or other proceeds applicable thereto, shall be held by the Escrow Agent, subject to the terms and conditions of the Merger Agreement and the Escrow Agreement. You acknowledge and agree that you shall be entitled to receive a portion of the Escrow Fund (as defined in the Escrow Agreement) and the Representative Fund (as defined in the Escrow Agreement) only at the times and in the amounts set forth in the Merger Agreement and the Escrow Agreement equal to your Pro Rata Share of the remaining Escrow Fund, if any, and your Pro Rata Shares of the remaining Representative Fund, if any, subject to and in accordance with the terms of the Merger Agreement and the Escrow Agreement. You acknowledge that (i) claims for Damages (as defined in the Merger Agreement) made on the Escrow Fund may delay or preclude the release to you of your Pro Rata Portion of the Escrow Amount and (ii) the Representative's incurrence of Representative Expenses may delay or preclude the release to you of your Pro Rata Portion of the Representative Amount.

You hereby irrevocably waive, release and discharge Parent, the Company and their Affiliates from any and all liabilities and obligations to you of any kind or nature whatsoever relating to your Company Options (or the exercise thereof), in each case whether absolute or contingent, liquidated or unliquidated, and whether arising under any agreement or understanding (other than the Merger Agreement and any of the other agreements or instruments executed and delivered in connection therewith) or otherwise at law or equity, and you agree not to seek to recover any amounts in connection therewith or thereunder from any of Parent, the Company and their Affiliates.

In no event shall any of Parent, the Company or their Affiliates have any liability to you whatsoever for any breaches of the representations, warranties, agreements or covenants of the Company under the Merger Agreement, and you agree in any event not to seek contribution from any of Parent, the Company or their Affiliates in respect of any such breaches by the Company.

Please indicate your acceptance of the foregoing terms by signing this agreement below and returning it to me no later than the close of business on October 7, 2010. If you do not timely sign and return this agreement, your Unvested Company Options will not be assumed by Parent and will instead be cancelled at the Effective Time without payment, which may nonetheless also trigger Israeli tax liability. You will not have any further rights with respect to or in respect of any Unvested Company Option that is so cancelled.

Sincerely,

DAPPER INC.

By: _____

Print Name: _____

Title: _____

Accepted and Agreed:

_____

[Name] Date

Exhibit A

COMPANY OPTION SUMMARY

Name	Date of Grant	Number of Shares	Exercise Price	Number of Shares Vested as of Anticipated Effective Time of October 8, 2010	Number of Shares Unvested as of Anticipated Effective Time of October 8, 2010

DAPPER INC.

GLOBAL SHARE INCENTIVE PLAN (2007)

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "**Agreement**"), dated as of October 11, 2010 (the "**Date of Grant**"), is made by and between Dapper Inc., a Delaware corporation (the "**Company**"), and _____ (the "**Grantee**").

WHEREAS, the Company has adopted the Dapper Inc. Global Share Incentive Plan (2007), as amended and restated (the "**Plan**"), pursuant to which the Company may grant restricted stock units ("**Restricted Stock Units**");

WHEREAS, the Company has entered into an Agreement and Plan of Merger (the "**Merger Agreement**") by and among Yahoo! Inc., a Delaware corporation ("**Parent**"), Sharp 2010 Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("**Merger Sub**"), the Company, Eran Shir, as a Holdback Employee (as defined in the Merger Agreement), Jonathan Aizen, as a Holdback Employee and Sally Roberts as representative of certain security holders of the Company, dated October 5, 2010, pursuant to which Merger Sub will merge with and into the Company and the Company will become a wholly-owned subsidiary of Parent (the "**Merger**");

WHEREAS, in connection with the Merger, the Company desires to grant to the Grantee the number of Restricted Stock Units provided for herein;

WHEREAS, pursuant to the Merger Agreement, the Restricted Stock Units evidenced by this Agreement will be assumed by Parent at the Effective Time, as defined in the Merger Agreement; and

WHEREAS, in the event that the Merger Agreement terminates by its terms or the Merger is not otherwise consummated, all Restricted Stock Units shall immediately expire, and Grantee's right to acquire any Shares thereunder will immediately terminate.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. **Grant of Restricted Stock Unit Award**

(a) *Grant of Restricted Stock Units.* The Company hereby grants to the Grantee, effective immediately prior to the closing of the Merger (the closing date of the Merger, the "**Date of Grant**"), a number of Restricted Stock Units to be determined by the Company immediately prior to the closing date of the Merger, which number will be equal to $_____ divided by the Per Share Common Amount, as defined in the Merger Agreement, and communicated to the Grantee as soon as reasonably practicable following the closing date of the Merger (the "**Award**") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.

(b) *Incorporation of Plan; Capitalized Terms.* The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Administrator shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations thereunder, and its decision shall be binding and conclusive upon the Grantee and his/her legal representative in respect of any questions arising under the Plan or this Agreement.

Section 2. **Terms and Conditions of Award**

The grant of Restricted Stock Units provided in Section 1(a) shall be subject to the following terms, conditions and restrictions:

(a) *Limitations on Rights Associated with Units.* The Award represents an unfunded and unsecured promise by the Company to issue Shares at a future date, subject to the terms of this Agreement and the Plan. The Restricted Stock Units are bookkeeping entries only. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units.

(b) *Restrictions.* The Restricted Stock Units and any interest therein, may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution, during the Restricted Unit Period (as defined below). Any attempt to dispose of any Restricted Stock Units in contravention of the above restriction shall be null and void and without effect.

(c) *Lapse of Restrictions.* In the event that the Merger is consummated, then subject to Section 2(e) below, 1/3rd of the aggregate number of shares subject to such Restricted Stock Units will vest and become non-forfeitable on the first anniversary of the closing date of the Merger, and an additional 1/3rd of the aggregate number of shares subject to such Restricted Stock Units will vest and become non-forfeitable on the corresponding day of each year thereafter. (The period commencing on the Date of Grant and ending on the date the Restricted Stock Units vest is referred to as the "**Restricted Unit Period**" as to those Restricted Stock Units.) In the event that the Merger Agreement terminates by its terms or the Merger is not otherwise consummated, all Restricted Stock Units shall immediately expire, and Grantee's right to acquire any Shares thereunder will immediately terminate.

(d) *Timing and Manner of Payment of Restricted Stock Units.* As soon as practicable after (and in no case more than seventy-four days after) the date any Restricted Stock Units subject to the Award become non-forfeitable (the "**Payment Date**"), such Restricted Stock Units shall be paid by the Company delivering to the Grantee, a number of Shares equal to the number of Restricted Stock Units that become non-forfeitable upon that Payment Date (rounded down to the nearest whole share). The Company shall issue the Shares either (i) in certificate form or (ii) in book entry form, registered in the name of the Grantee. Delivery of any certificates will be made to the Grantee's last address reflected on the books of the Company and its Subsidiaries unless the Company is otherwise instructed in writing. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further

rights or interests in any Restricted Stock Units that are so paid. Notwithstanding the foregoing, the Company shall have no obligation to issue Shares in payment of the Restricted Stock Units unless such issuance and such payment shall comply with all relevant provisions of law and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Common Stock are quoted at any given time.

(e) *Termination of Employment.* In the event the Grantee ceases to be a Service Provider for any reason prior to the lapsing of the restrictions in accordance with Section 2(c) hereof with respect to any of the Restricted Stock Units granted hereunder, such portion of the Restricted Stock Units held by the Grantee shall be automatically forfeited by the Grantee as of the date of termination. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any rights or interests in any Restricted Stock Units that are so forfeited.

(f) *Corporate Transactions.* The following provisions shall apply to the corporate transactions described below:

(i) In the event of a proposed dissolution or liquidation of the Company, the Award will terminate and be forfeited immediately prior to the consummation of such proposed transaction, unless otherwise provided by the Administrator.

(ii) In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, the Award shall be assumed or substituted with an equivalent award by such successor corporation, parent or subsidiary of such successor corporation; provided that the Administrator may determine, in the exercise of its sole discretion in connection with a transaction that constitutes a permissible distribution event under Section 409A(a)(2)(A)(v) of the Internal Revenue Code of 1986, as amended (the "**Code**"), that in lieu of such assumption or substitution, the Award shall be vested and non-forfeitable and any conditions or restrictions on the Award shall lapse, as to all or any part of the Award, including Restricted Stock Units as to which the Award would not otherwise be non-forfeitable.

(g) *Income Taxes.* Except as provided in the next sentence, the Company shall withhold and/or reacquire a number of Shares issued in payment of (or otherwise issuable in payment of, as the case may be) the Restricted Stock Units having a Fair Market Value equal to the taxes that the Company or its affiliates determines is required to withhold under applicable tax laws with respect to the Restricted Stock Units (with such withholding obligation determined based on any applicable minimum statutory withholding rates). In the event the Company cannot (under applicable legal, regulatory, listing or other requirements, or otherwise) satisfy such tax withholding obligation in such method, the Company may satisfy such withholding by any one or combination of the following methods: (i) by requiring the Grantee to pay such amount in cash or check; (ii) by deducting such amount out of any other compensation otherwise payable to the Grantee; and/or (iii) by allowing the Grantee to surrender shares of Common Stock of the Company which (a) in the case of shares initially acquired from the Company (upon exercise of a stock option or otherwise), have been owned by the Grantee for such period (if any) as may be required to avoid a charge to the Company's earnings, and (b) have a Fair Market Value on the date of surrender equal to the amount required to be withheld. For these purposes, the Fair Market Value of the Shares to be withheld or repurchased, as applicable, shall be determined on the date that the amount of tax to be withheld is to be determined.

(h) *Nature of Award.* In accepting the Award, the Grantee acknowledges that, understands and agrees:

(i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time;

(ii) the Award of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been awarded repeatedly in the past;

(iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(iv) the Grantee's participation in the Plan will not create a right to further employment with the Company and/or its affiliates and shall not interfere with the ability of the Company and/or its affiliates, as applicable, to terminate the Grantee's employment relationship;

(v) the Grantee's participation in the Plan is voluntary;

(vi) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(vii) in the event that the Grantee ceases to be a Service Provider (whether or not in breach of local labor laws), the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate effective as of the date that the Grantee is no longer actively employed by or does no longer actively render services to the Company or any of its Subsidiaries and will not be extended by any notice period mandated under local law; the Administrator shall have the exclusive discretion to determine when the Grantee is no longer actively employed for purposes of this Award of Restricted Stock Units; and

(viii) the Grantee has read the Plan and understands and accepts their terms and conditions.

(i) *No Advice Regarding Award.* The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Shares. The Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

Section 3. **Miscellaneous**

(a) *Notices.* Any and all notices, designations, consents, offers, acceptances and any other communications provided for herein shall be given in writing and shall be delivered either personally or by registered or certified mail, postage prepaid, which shall be addressed, in the case of the Company to both the Chief Financial Officer and the General Counsel of the Company at the principal office of the Company and, in the case of the Grantee, to the Grantee's address appearing on the books of the Company or to the Grantee's residence or to such other address as may be designated in writing by the Grantee. Notices may also be delivered to the Grantee, during his or her employment, through the Company's inter-office or electronic mail systems.

(b) *No Right to Continued Employment.* Nothing in the Plan or in this Agreement shall confer upon the Grantee any right to continue in the employ of the Company and/or its affiliates or shall interfere with or restrict in any way the right of the Company and/or its affiliates, which is hereby expressly reserved, to remove, terminate or discharge the Grantee at any time for any reason whatsoever, with or without Cause and with or without advance notice.

(c) *Bound by Plan.* By signing this Agreement, the Grantee acknowledges that he/she has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(d) *Electronic Delivery.* The Company may, in its sole discretion, decide to deliver any documents related to this Award or future awards that may be made under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(e) *Successors.* The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of the Grantee and the beneficiaries, executors, administrators, heirs and successors of the Grantee.

(f) *Invalid Provision.* The invalidity or unenforceability of any particular provision thereof shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted and the remaining provisions shall nevertheless be binding and enforceable.

(g) *No Compensation Deferrals.* Neither the Plan nor this Agreement are intended to provide for an elective deferral of compensation that would be subject to Section 409A ("**Section 409A**") of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and this Agreement to ensure that no award (including, without limitation, the Restricted Stock Units) become subject to the requirements of Section 409A, provided, however, that the Company makes no representation that the Restricted Stock Units are not subject to Section 409A nor makes any undertaking to preclude Section 409A from applying to the Restricted Stock Units.

(h) *Modifications.* No change, modification or waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

(i) *Governing Law/Choice of Venue.*

(i) This Agreement and the rights of the Grantee hereunder shall be construed and determined in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof), as provided in the Plan.

(ii) For the purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Award or this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal court of the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

(j) *Headings.* The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(k) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) *Imposition of Other Requirements*. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) *Entire Agreement.* This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and therein and supersede all prior communications, representations and negotiations in respect thereto.

By the Grantee's signature and the signature of the Company's representative below, this Agreement shall be deemed to have been executed and delivered by the parties hereto as of the Date of Grant.

DAPPER INC.

By: _____

Its: _____

[Insert Name]

Signature: _____

Printed Name: _____

Address: _____

_____

Exhibit 4.4(B)

DAPPER INC.

GLOBAL SHARE INCENTIVE PLAN (2007)

RESTRICTED STOCK UNIT AWARD AGREEMENT

FOR EMPLOYEES IN ISRAEL
(SECTION 102)

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "**Agreement**"), dated as of October 11, 2010 (the "**Date of Grant**"), is made by and between Dapper Inc., a Delaware corporation (the "**Company**"), and _____ (the "**Grantee**").

WHEREAS, the Company has adopted the Dapper Inc. Global Share Incentive Plan (2007), as amended (the "**U.S. Plan**"), and the Appendix – Israeli Taxpayers to the U.S. Plan (the "**Appendix**" and, together with the U.S. Plan, the "**Plan**") pursuant to which the Company may grant restricted stock units ("**Restricted Stock Units**") and has entered into that certain Management & Trust Agreement with ESOP Trust Company as trustee (respectively, the "**Trust Agreement**", and the "**Trustee**");

WHEREAS, the Company has entered into an Agreement and Plan of Merger (the "**Merger Agreement**") by and among Yahoo! Inc., a Delaware corporation ("**Parent**"), Sharp 2010 Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("**Merger Sub**"), the Company, Eran Shir, as a Holdback Employee (as defined in the Merger Agreement), Jonathan Aizen, as a Holdback Employee and Sally Roberts as representative of certain security holders of the Company, dated October 5, 2010, pursuant to which Merger Sub will merge with and into the Company and the Company will become a wholly-owned subsidiary of Parent (the "**Merger**");

WHEREAS, in connection with the Merger, the Company desires to grant to the Grantee the number of Restricted Stock Units provided for herein;

WHEREAS, pursuant to the Merger Agreement, the Restricted Stock Units evidenced by this Agreement will be assumed by Parent at the Effective Time, as defined in the Merger Agreement; and

WHEREAS, in the event that the Merger Agreement terminates by its terms or the Merger is not otherwise consummated, all Restricted Stock Units shall immediately expire, and Grantee's right to acquire any Shares thereunder will immediately terminate.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. **Grant of Restricted Stock Unit Award**

(a) *Grant of Restricted Stock Units.* The Company hereby grants to the Grantee, effective immediately prior to the closing of the Merger (the closing date of the Merger, the "**Date of Grant**"), a number of Restricted Stock Units to be determined by the Company immediately prior to the closing date of the Merger, which number will be equal to $_____ divided by the Per Share Common Amount, as defined in the Merger Agreement, and communicated to the Grantee as soon as reasonably practicable following the closing date of the Merger (the "**Award**") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan and the Trust Agreement. The Restricted Stock Units, Shares and any additional rights, including the right to receive any share bonuses that may be granted to Grantee in connection with the Restricted Stock Units ("**Additional Rights**") shall be allocated on Grantee's behalf to the Trustee under the provisions of the 102 Capital Gains Track, the Trust Agreement, the Plan and the provisions of the tax ruling to be obtained from the ITA (the "**Ruling**") and will be held by the Trustee for the period stated in Section 102 the Section 102 Rules.

(b) *Incorporation of U.S. Plan and Appendix; Capitalized Terms.* The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Administrator shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations thereunder, and its decision shall be binding and conclusive upon the Grantee and his/her legal representative in respect of any questions arising under the Plan or this Agreement.

Section 2. **Terms and Conditions of Award**

The grant of Restricted Stock Units provided in Section 1(a) shall be subject to the following terms, conditions and restrictions:

(a) *Limitations on Rights Associated with Units.* The Award represents an unfunded and unsecured promise by the Company to issue Shares at a future date, subject to the terms of this Agreement and the Plan. The Restricted Stock Units are bookkeeping entries only. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units.

(b) *Restrictions.* The Restricted Stock Units and any interest therein, may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution, during the Restricted Unit Period (as defined below). Any attempt to dispose of any Restricted Stock Units in contravention of the above restriction shall be null and void and without effect.

(c) *Lapse of Restrictions.* In the event that the Merger is consummated, then subject to Section 2(e) below, 1/3rd of the aggregate number of shares subject to such Restricted Stock Units will vest and become non-forfeitable on the first anniversary of the closing date of the Merger, and an additional 1/3rd of the aggregate number of shares subject to such Restricted Stock Units will vest and become non-forfeitable on the corresponding day of each year thereafter. (The period commencing on the Date of Grant and ending on the date the Restricted Stock Units vest is referred to as the "**Restricted Unit Period**" as to those Restricted Stock Units.) In the event that the Merger Agreement terminates by its terms or the Merger is not otherwise consummated, all Restricted Stock Units shall immediately expire, and Grantee's right to acquire any Shares thereunder will immediately terminate.

(d) *Timing and Manner of Payment of Restricted Stock Units.* As soon as practicable after (and in no case more than seventy-four days after) the date any Restricted Stock Units subject to the Award become non-forfeitable (the "**Payment Date**"), such Restricted Stock Units shall be paid by the Company delivering to the Grantee, a number of Shares equal to the number of Restricted Stock Units that become non-forfeitable upon that Payment Date (rounded down to the nearest whole share). The Company shall issue the Shares either (i) in certificate form or (ii) in book entry form, registered in the name of the Grantee. Delivery of any certificates will be made to the Grantee's last address reflected on the books of the Company and its Subsidiaries unless the Company is otherwise instructed in writing. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that are so paid. Notwithstanding the foregoing, the Company shall have no obligation to issue Shares in payment of the Restricted Stock Units unless such issuance and such payment shall comply with all relevant provisions of law and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Common Stock are quoted at any given time.

(e) *Termination of Employment.* In the event the Grantee ceases to be a Service Provider for any reason prior to the lapsing of the restrictions in accordance with Section 2(c) hereof with respect to any of the Restricted Stock Units granted hereunder, such portion of the Restricted Stock Units held by the Grantee shall be automatically forfeited by the Grantee as of the date of termination, as further described in Section 2(h)(x). Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any rights or interests in any Restricted Stock Units that are so forfeited.

(f) *Corporate Transactions.* The following provisions shall apply to the corporate transactions described below:

(i) In the event of a proposed dissolution or liquidation of the Company, the Award will terminate and be forfeited immediately prior to the consummation of such proposed transaction, unless otherwise provided by the Administrator.

(ii) In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, the Award shall be assumed or substituted with an equivalent award by such successor corporation, parent or subsidiary of such successor corporation; provided that the Administrator may determine, in the exercise of its sole discretion in connection with a transaction that constitutes a permissible distribution event under Section 409A(a)(2)(A)(v) of the Internal Revenue Code of 1986, as amended (the "**Code**"), that in lieu of such assumption or substitution, the Award shall be vested and non-forfeitable and any conditions or restrictions on the Award shall lapse, as to all or any part of the Award, including Restricted Stock Units as to which the Award would not otherwise be non-forfeitable.

(g) *Responsibility for Taxes.* This Agreement shall be governed by, and shall conform with and be interpreted so as to comply with, the requirements of Section 3(i) of the ITO or Section 102, any written approvals from the ITA and any amendment to Section 102, or Section 3(i) of the ITO or the Section 102 Rules.

(h)(i) Regardless of any action the Company, the Grantee's actual employer (the "**Employer**") or the Trustee takes with respect to any and all income or withholding tax (including federal, state and local tax), social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to him or her ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company, the Employer and/or the Trustee. The Grantee further acknowledges that the Company, the Employer and the Trustee (A) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including the grant of the Restricted Stock Units, the vesting of Restricted Stock Units, the issuance of Shares, the subsequent sale of any Shares acquired under the Award and the receipt of any dividends or Dividend Equivalents; and (B) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any taxable or tax withholding event, as applicable, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) and/or the Trustee may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(ii) Prior to any relevant taxable or tax withholding event, as applicable, the Grantee shall pay or make adequate arrangements satisfactory to the Company, the Employer and/or the Trustee to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company, the Employer and the Trustee, and their respective agents, to satisfy the obligation with regard to all Tax-Related Items, except as provided in the next sentence, by means of the Company withholding and/or reacquiring a number of Shares issued in payment of (or otherwise issuable in payment of, as the case may be) the Restricted Stock Units having a Fair Market Value equal to the amount of Tax-Related Items that the Company determines it, the Employer or the Trustee is required to withhold under applicable tax laws with respect to the Restricted Stock Units. In the event that the Company cannot (under applicable legal, regulatory, listing or other requirements, or otherwise) satisfy its obligation with regard to Tax-Related Items with such method, the Company, the Employer or the Trustee may satisfy its obligation by any one or a combination of the following methods: (A) by requiring the Grantee to pay such amount in cash or check; (B) by deducting such amount out of wages or any other cash compensation otherwise payable to the Grantee by the Company, the Employer and/or the Trustee; and/or (C) withholding from proceeds from the sale of the Shares issued upon vesting of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization). For these purposes, the Fair Market Value of the Shares to be withheld or repurchased, as applicable, shall be determined on the date that Tax-Related Items are to be determined. To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares subject to the vested portion of the Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

(iii) The Grantee shall pay to the Company, the Employer or the Trustee any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Grantee's receipt of Restricted Stock Units, the vesting of Restricted Stock Units or the issuance of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver Shares to the Grantee or the Trustee if the Grantee fails to comply with the Grantee's obligation in connection with the Tax-Related Items as described in this Section 2(g).

(iv) Until all taxes have been paid in accordance with Rule 7 of the Section 102 Rules, Restricted Stock Units and/or Shares may not be sold, transferred, assigned, pledged, encumbered, or otherwise willfully hypothecated or disposed of, and no power of attorney or deed of transfer, whether for immediate or future use may be validly given. Notwithstanding the foregoing, the Restricted Stock Units and/or Shares may be validly transferred in a transfer made by will or laws of descent, provided that the transferee thereof shall be subject to the provisions of Section 102 and the Section 102 Rules as would have been applicable to the deceased Grantee had he or she survived

(h) *Nature of Award*. In accepting the Award, the Grantee acknowledges that, understands and agrees:

(i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time;

(ii) the Award of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been awarded repeatedly in the past;

(iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(iv) the Grantee's participation in the Plan will not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate the Grantee's employment relationship;

(v) the Grantee's participation in the Plan is voluntary;

(vi) the Award of Restricted Stock Units is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or to the Employer, and which is outside the scope of the Grantee's employment contract, if any;

(vii) the Award of Restricted Stock Units is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Subsidiary;

(viii) in the event that the Grantee is not an employee of the Company, the Award shall not be interpreted to form an employment contract or relationship with the Company; and furthermore, the Award will not be interpreted to form an employment contract with the Employer or any Subsidiary;

(ix) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(x) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from termination of the Grantee's Continuous Status as an Employee by the Company or the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and in consideration of the Award of Restricted Stock Units to which the Grantee is otherwise not entitled, the Grantee irrevocably agrees never to institute any claim against the Company or the Employer, waives the ability, if any, to bring any such claim, and releases the Company and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(xi) in the event that the Grantee ceases to be a Service Provider (whether or not in breach of local labor laws), the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate effective as of the date that the Grantee is no longer actively employed by or does no longer actively render services to the Company or any of its Subsidiaries and will not be extended by any notice period mandated under local law; the Administrator shall have the exclusive discretion to determine when the Grantee is no longer actively employed for purposes of this Award of Restricted Stock Units;

(xii) the Grantee has read the U.S. Plan and the Appendix and understands and accepts their terms and conditions;

(xiii) the Grantee understands the provisions of Section 102 and the applicable tax track set forth in the ITO;

(xiv) the Grantee agrees to the terms and conditions of the Trust Agreement;

(xv) subject to the provisions of Section 102, Grantee confirms that he or she shall not sell nor transfer the Restricted Stock Units, Shares or Additional Rights from the Trustee until the end of the Required Holding Period; and

(xvi) if Grantee sells or withdraws the shares from the Trustee before the end of the Required Holding Period as defined in Section 102 (a "**Violation**"), either (A) Grantee shall reimburse the Company within three (3) days receipt of a demand by the Company for reimbursement of the employer portion of the payment due by the Company to the Israeli National Insurance Institute plus linkage and interest in accordance with applicable Israeli Law, as well as any other expenses that the Company shall bear as a result of the said Violation (all such amounts defined as the "**Payment**") or (B) Grantee agrees that the Company may, in its sole discretion, deduct such Payment amounts directly from any monies to be paid to Grantee as a result of its disposition of the Shares.

(i) *No Advice Regarding Award.* The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying Shares. The Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

(j) ***Data Privacy.***

The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by and among, as applicable, the Employer, the Company and its Subsidiaries for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Data").

The Grantee understands that Data may be transferred to the Trustee and such stock plan service provider as may be selected by the Company which is assisting in the implementation, administration and management of the Plan. The Grantee understands that these recipients of Data may be located in the United States, or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee hereby authorizes the Company, the Trustee and any other possible recipients which may assist the Company (presently or in the future)

with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, (including transfers outside of Israeli and further transfers thereafter), in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing his or her consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Section 3. **Miscellaneous**

(a) *Notices.* Any and all notices, designations, consents, offers, acceptances and any other communications provided for herein shall be given in writing and shall be delivered either personally or by registered or certified mail, postage prepaid, which shall be addressed, in the case of the Company to both the Chief Financial Officer and the General Counsel of the Company at the principal office of the Company and, in the case of the Grantee, to the Grantee's address appearing on the books of the Company or to the Grantee's residence or to such other address as may be designated in writing by the Grantee. Notices may also be delivered to the Grantee, during his or her employment, through the Company's inter-office or electronic mail systems.

(b) *Bound by Plan.* By signing this Agreement, the Grantee acknowledges that he/she has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(c) *Electronic Delivery.* The Company may, in its sole discretion, decide to deliver any documents related to this Award or future awards that may be made under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(d) *Successors.* The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of the Grantee and the beneficiaries, executors, administrators, heirs and successors of the Grantee.

(e) *Invalid Provision.* The invalidity or unenforceability of any particular provision thereof shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted and the remaining provisions shall nevertheless be binding and enforceable.

(f) *No Compensation Deferrals.* Neither the Plan nor this Agreement are intended to provide for an elective deferral of compensation that would be subject to Section 409A ("**Section 409A**") of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and this Agreement to ensure that no award (including, without limitation, the Restricted Stock Units) become subject to the requirements of Section 409A, provided, however, that the Company makes no representation that the Restricted Stock Units are not subject to Section 409A nor makes any undertaking to preclude Section 409A from applying to the Restricted Stock Units.

(g) *Modifications.* No change, modification or waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

(h) *Governing Law/Choice of Venue.*

(i) This Agreement and the rights of the Grantee hereunder shall be construed and determined in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof), as provided in the Plan; *provided however* that to the extent any covenant, condition or other provision of this Agreement and the rights of Grantee hereunder are determined to be subject to the Israeli law, such covenant, condition or other provision of this Agreement shall be subject to the applicable Israeli law, but shall in no way affect, impair or invalidate any other covenant, condition or other provision of this Agreement or the applicability of the U.S. Plan or the Appendix to such covenant, condition or other provision of this Agreement.

(ii) For the purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Award or this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal court of the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

(i) *Headings.* The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(j) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) *Language*. If the Grantee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise prescribed by local law.

(l) *Imposition of Other Requirements*. If the Grantee relocates to another country, any special terms and conditions applicable to awards granted by the Company in such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on this Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) *Entire Agreement.* This Agreement, the U.S. Plan, the Appendix, the Ruling and the Trust Agreement contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and therein and supersede all prior communications, representations and negotiations in respect thereto.

By the Grantee's signature and the signature of the Company's representative below, this Agreement shall be deemed to have been executed and delivered by the parties hereto as of the Date of Grant.

DAPPER INC.

By: _____

Its: _____

[Insert Name]

Signature: _____

Printed Name: _____

Address: _____

_____

Exhibit 5.1

[O'Melveny & Myers LLP Letterhead]

December 2, 2010

Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089

Re: *Registration of Securities of Yahoo! Inc.*

Ladies and Gentlemen:

In connection with the registration of up to 419,733 shares of Common Stock of Yahoo! Inc., a Delaware corporation (the "Company"), par value $0.001 per share (the "Shares"), and the preferred stock purchase rights accompanying such shares pursuant to the Amended and Restated Rights Agreement, dated as of April 1, 2005, between the Company and EquiServe Trust Company, N.A., as Rights Agent (the "Rights"), under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-8 (the "Registration Statement"), filed with the Securities and Exchange Commission on or about the date hereof, such Shares and related Rights to be issued or delivered pursuant to the Dapper Inc. Global Share Incentive Plan (2007), as amended and restated October 4, 2010 (the "Dapper Share Incentive Plan"), you have requested our opinion set forth below.

In our capacity as counsel, we have examined originals or copies of those corporate and other records of the Company that we considered appropriate.

On the basis of such examination and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

(1) the Shares and related Rights have been duly authorized by all necessary corporate action on the part of the Company;

(2) when issued in accordance with such authorization, the provisions of the Dapper Share Incentive Plan, and relevant agreements duly authorized by and in accordance with the terms of the Dapper Share Incentive Plan, and upon payment for and delivery of the Shares as contemplated in accordance with the Dapper Share Incentive Plan and either (a) the countersigning of the certificate or certificates representing the Shares by a duly authorized signatory of the registrar for the Company's Common Stock, or (b) the book-entry of the Shares by the transfer agent for the Company's Common Stock in the name of The Depository Trust Company or its nominee, the Shares will be validly issued, fully paid and non-assessable; and

(3) when issued in accordance with such authorization, the provisions of the Dapper Share Incentive Plan, and relevant agreements duly authorized by and in accordance with the terms of the Dapper Share Incentive Plan, the Rights that accompany such shares of Common Stock will be validly issued.

We consent to your filing this opinion as an exhibit to the Registration Statement.

Respectfully submitted,

/s/ O'Melveny & Myers LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 26, 2010 relating to the consolidated financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in Yahoo! Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009.

/s/ PricewaterhouseCoopers LLP

San Jose, California
December 2, 2010

Exhibit 23.2

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Yahoo! Inc. of our report dated September 30, 2010 relating to the financial statements of Yahoo Japan Corporation and Consolidated Subsidiaries (which report expresses an unqualified opinion and includes explanatory paragraphs relating to: 1) the differences between accounting principles generally accepted in Japan and accounting principles generally accepted in the United States of America; 2) change in the accounting treatment for traffic acquisition cost and commission paid to sales agents; and 3) translation of Japanese Yen amounts into U.S. dollars), appearing in the Amendment No. 1 to the Annual Report on Form 10-K of Yahoo! Inc. for the year ended December 31, 2009.

/s/ Deloitte Touche Tohmatsu LLC

Tokyo, Japan
December 2, 2010