

As filed with the Securities and Exchange Commission on January 4, 2002

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1 AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

HotJobs.com, Ltd.

(Name of Issuer)

Common Stock, Par Value \$0.01 Per Share

(Title of Class of Securities)

441474103

(CUSIP Number)

Susan L. Decker
Senior Vice President, Finance and Administration and
Chief Financial Officer (Principal Financial Officer)
Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089
(408) 349-3300

With a copy to:

Michael J. Callahan, Esq.
Deputy General Counsel
Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089
(408) 349-3300

Kenton J. King, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
(650) 470-4500

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

December 27, 2001

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box //.

CUSIP No. 441474103

13D

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1 NAMES OF REPORTING PERSONS

Yahoo! Inc. (I.R.S. IDENTIFICATION NO. 770398689)

2 CHECK THE APPROPRIATE BOX IF A
MEMBER OF A GROUP

(a) /x/
(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

N/A

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

**NUMBER OF SHARES
BENEFICIALLY OWNED BY EACH
REPORTING PERSON WITH**

7 SOLE VOTING POWER

None

8 SHARED VOTING POWER

7,012,100 or 18.1%*

9 SOLE DISPOSITIVE POWER

None

10 SHARED DISPOSITIVE POWER

None

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,012,100*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES //

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.1%*

14 TYPE OF REPORTING PERSON

CO

CUSIP No. 441474103

13D

Page 3 of 12 Pages

1 NAMES OF REPORTING PERSONS

HJ Acquisition Corp. (I.R.S. IDENTIFICATION NO.: NONE)

2 CHECK THE APPROPRIATE BOX IF A
MEMBER OF A GROUP

(a) /x/
(b) //

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

N/A

6 CITIZENSHIP OR PLACE OF ORGANIZATION

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BENEFICIALLY OWNED BY EACH
REPORTING PERSON WITH**

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13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.1%*

14 TYPE OF REPORTING PERSON

CO

* Beneficial ownership of the common stock referred to herein is being reported hereunder solely because the reporting person may be deemed to have beneficial ownership of such shares as a result of a Stockholder Agreement described in Items 3, 4 and 5 hereof. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by Yahoo! Inc. or HJ Acquisition Corp. that it is the beneficial owner of any of the common stock referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or for any other purpose, and such beneficial ownership is expressly disclaimed.

The information set forth in response to each separate Item shall be deemed to be a response to all Items where such information is relevant.

Item 1. Security and Issuer.

This Statement on Schedule 13D (the "Schedule 13D") relates to the common stock, par value \$0.01 per share (the "Issuer Stock"), of HotJobs.com, Ltd., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 406 West 31st Street, 9th Floor, New York, New York 10001.

Item 2. Identity and Background.

(a)—(c),(f) This Schedule 13D is filed by Yahoo! Inc., a Delaware corporation ("Yahoo!") and HJ Acquisition Corp. ("Sub"), a wholly-owned subsidiary of Yahoo!. The address of the principal business and principal office of Yahoo! and Sub is 701 First Avenue, Sunnyvale, California 94089. Yahoo! is a global Internet communications, commerce and media company that offers a comprehensive branded network of services. Sub is a newly-incorporated corporation formed by Yahoo! for the purpose of acquiring ownership of the Issuer.

As a result of entering into the Stockholder Agreement described in Items 3 and 4 below, Yahoo! and Sub have formed a "group" with each other and may be deemed to have formed a "group" with the Subject Stockholder (as defined in Item 3 below) for purposes of Section 13(d)(3) of the Act and Rule 13d-5(b)(1) thereunder. Yahoo! and Sub expressly declare that the filing of this Schedule 13D shall not be construed as an admission by them that they have formed a group with the Subject Stockholder.

To the best of Yahoo!'s and Sub's respective knowledge as of the date hereof, the name, business address, present principal occupation or employment and citizenship of each executive officer and director of Yahoo! and Sub, respectively, and the name, principal business and address of any corporation or other organization in which such employment is conducted as set forth in Schedule I hereto. The information contained in Schedule I is incorporated herein by reference.

(d)—(e) During the last five years, neither Yahoo! nor Sub nor, to the best knowledge of Yahoo! and Sub, respectively, any of the executive officers or directors of Yahoo! or Sub, respectively, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On December 27, 2001, Issuer, Yahoo! and Sub, entered into an Agreement and Plan of Merger (the "Merger Agreement"). As a condition and inducement for Yahoo! and Sub to enter into the Merger Agreement, Richard Johnson (the "Subject Stockholder"), who is the beneficial owner of 7,012,100 shares of Issuer Stock, entered into a Stockholder Agreement on December 27, 2001 with Yahoo! and Sub (the "Stockholder Agreement"). The terms of the Merger Agreement and the Stockholder Agreement are summarized below.

Yahoo! estimates that the total amount of cash and Parent Common Stock (as defined below) required to purchase all of the shares of Issuer Stock pursuant to the Offer (as defined below) and the Merger (as defined below), together with related transaction expenses, will be approximately \$436 million. Sub will acquire all funds from Yahoo!, which currently expects to obtain the necessary funds from available cash and working capital. The Offer is not conditioned upon any financing being obtained. Neither Yahoo! nor Sub has paid additional consideration to the Subject Stockholder in connection with the execution and delivery of the Stockholder Agreement.

Item 4. Purpose of the Transaction.

(a)-(g) and (j)

Merger Agreement.

The Merger Agreement provides, among other things, for the commencement by Sub of an offer (the "Offer") to exchange a fraction of a share of common stock, par value \$0.001 per share, of Yahoo! ("Parent Common Stock") equal to the Exchange Ratio (as defined below) and cash in an amount equal to (A) ten dollars and fifty cents (\$10.50) minus (B) an amount equal to the product of (x) the Exchange Ratio multiplied by (y) the Parent Market Price, without interest (as defined below) (the "Per Share Cash Consideration"), in cash for each outstanding share of Issuer Stock, together with any cash to be paid in lieu of fractional shares of Parent Common Stock, in accordance with the terms and subject to the conditions provided in the Merger Agreement (such fraction of a share of Parent Common Stock together with the Per Share Cash Consideration, the "Exchange Offer Consideration"). Yahoo! is not required to accept for exchange or to exchange, and may terminate or, except as set forth in the Merger Agreement, delay the acceptance of any tendered shares of Issuer Stock for payment, if, among other things, less than a majority of the total number of shares of Issuer Stock outstanding on a fully diluted basis are validly tendered and not properly withdrawn prior to the initial expiration date (the "Minimum Condition"). The "Exchange Ratio" is the result obtained by dividing five dollars and twenty-five cents (\$5.25) by the Parent Market Price (as defined below); provided if the number of shares of Parent Common Stock otherwise issuable as part of the Exchange Offer Consideration (assuming valid tender and no withdrawal of thirty-nine million five hundred thousand (39,500,000) shares of Issuer Stock) would otherwise exceed fifteen million (15,000,000) (the "Maximum Number"), then the Exchange Ratio shall be reduced to a number equal to the quotient of (i) the Maximum Number divided by (ii) thirty-nine million five hundred thousand (39,500,000), rounded to four decimal points. In the event that Yahoo! declares a stock split, stock dividend or other reclassification or exchange with respect to Parent Common Stock with a record or ex-dividend date occurring during the Valuation Period or for the period between the termination of the Valuation Period and the Effective Time, there will be an appropriate adjustment made to the closing sales prices during the Valuation Period and the Maximum Number for purposes of calculating the Exchange Ratio. The "Parent Market Price" means the average of the daily volume-weighted average prices, rounded to four decimal points, of Parent Common Stock, as reported by Bloomberg, L.P., during each trading day in the Valuation Period. "Valuation Period" means the period of ten (10) consecutive trading days ending on and including the second trading day before and excluding the initial expiration date of the Offer or, if applicable, the latest extension of such expiration date, other than an extension relating to a "subsequent offering period" pursuant to Rule 14d-11 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act").

Upon the terms of and subject to the conditions to the Offer, Yahoo! will cause Sub to accept for exchange and exchange all shares of Issuer Stock validly tendered and not withdrawn prior to the expiration of the Offer as promptly as practicable after expiration of the Offer. Thereafter, Yahoo! shall be entitled to elect or designate up to that number of directors of the Issuer, rounded up to the next whole number, as will make the percentage of the Issuer's directors designated by Yahoo! equal to the percentage of outstanding shares of Issuer Stock held by Yahoo!, including the shares of Issuer Stock accepted for payment pursuant to the Offer, and the Issuer will, upon request of Yahoo!, promptly take all actions necessary to cause Yahoo!'s designees to be so elected.

Yahoo! intends, as soon as practicable after completion of the Offer, to have either Issuer merge with and into Sub or Sub merge with and into Issuer (the "Merger"). By virtue of the Merger and without any action on the part of the holders of the shares of Issuer Stock, at the effective time of the Merger (the "Effective Time"), each share of Issuer Stock issued and outstanding immediately prior to the Effective Time (other than (a) any shares held by Yahoo!, the Issuer or any of their respective subsidiaries, which shares, by virtue of the Merger and without any action on the part of the holder of such shares, will be canceled and retired and will cease to exist with no payment being made with respect thereto, and (b) shares of Issuer Stock held by a holder who has demanded an appraisal for such shares in accordance with the Delaware General Corporation Law) will be converted into the

right to receive the Exchange Offer Consideration upon surrender of the share certificate formerly representing that share.

The certificate of incorporation of the corporation surviving the Merger (the "Surviving Corporation") will be certificate of incorporation of Sub, until duly amended. The bylaws of Sub in effect at the Effective Time will be the bylaws of the Surviving Corporation, until duly amended. Subject to applicable law, (a) the directors of Sub immediately prior to the Effective Time will be the initial directors of the Surviving Corporation and will hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal, and (b) the officers of the Issuer immediately prior to the Effective Time will be the initial officers of the Surviving Corporation and will hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

The purpose of the Offer, the Merger and the Stockholder Agreement is to enable Yahoo! to acquire control of, and the entire equity interest in, the Issuer.

Stockholder Agreement

In connection with the Merger Agreement, Yahoo! and Sub have entered into the Stockholder Agreement with Richard Johnson, who has, among other things, (a) agreed to tender all shares of Issuer Stock beneficially owned by him as of the commencement of the Offer (the "Shares") into the Offer as promptly as practicable and in no event later than the twentieth business day following commencement of the Offer, appear at any meeting of the Issuer's stockholders or otherwise cause all Shares to be counted as present thereat for purposes of establishing a quorum and vote the Shares: (1) in favor of the approval and adoption of the Merger Agreement and approval of the Merger; (2) against any alternative transactions or other certain actions described therein; and (3) in favor of any other matter necessary for the consummation of the Offer (collectively, the "Voting Actions"), (b) granted to Yahoo! an irrevocable proxy coupled with an interest to vote the Shares with respect to the Voting Actions, (c) agreed that he will not grant a proxy, power of attorney, or any other authorization or consent with respect to any of the Shares or any interests therein, (d) agreed that he will not deposit the Shares or any interest therein into a voting trust and that he has not and will not enter into any voting agreement, voting trust or similar understanding or obligation with respect to the Shares and that any such arrangements previously entered into or granted with respect to the Shares has expired or been revoked or terminated, (e) agreed not to sell, pledge, encumber, grant an option with respect to, transfer, distribute, or dispose of the Shares or any interests therein, provided, however, that Mr. Johnson may (1) transfer Shares to Yahoo! or Sub pursuant to the Offer, (2) sell at any time and from time to time up to an aggregate of one million (1,000,000) shares of Issuer Stock to any person other than any person known to him to have made a Takeover Proposal (as such term is defined in the Merger Agreement) (3) and transfer the Shares to a trust, family limited partnership or

similar entity, provided such shares remain beneficially owned by Mr. Johnson and subject to the restrictions of the Stockholder Agreement, and (f) agreed not to violate the provisions of Section 4.2 of the Merger Agreement, which relate to solicitation.

The covenants and agreements contained in the Stockholder Agreement will terminate upon the termination of the Merger Agreement.

The foregoing summaries of the Merger Agreement and the Stockholder Agreement do not purport to be complete and are qualified in their entirety by reference to the complete text of such agreements attached hereto as Exhibit 1 (incorporated by reference from Exhibit 2.1 of the Current Report on Form 8-K filed by Yahoo! on December 27, 2001) and Exhibit 2, respectively.

(h) and (i). The tender of shares of Issuer Stock pursuant to the Offer will reduce the number of shares of Issuer Stock that might otherwise trade publicly and will reduce the number of holders of shares of Issuer Stock and could adversely affect the liquidity and market value of the remaining shares of Issuer Stock held by the public.

Nasdaq National Market Listing. Depending upon the number of shares of Issuer Stock purchased pursuant to the Offer, the shares of Issuer Stock may no longer meet the requirements of the National Association of Securities Dealers for continued inclusion on the Nasdaq National Market.

If the Nasdaq National Market were to cease to publish quotations for the shares of Issuer Stock, it is possible that the shares of Issuer Stock would continue to trade in the over-the-counter market and that price or other quotations would be reported by other sources. The extent of the public market for such shares of Issuer Stock and the availability of such quotations would depend, however, upon such factors as the number of stockholders and/or the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the shares of Issuer Stock on the part of securities firms, the possible termination of registration under the Exchange Act as described below, and other factors. Yahoo! cannot predict whether the reduction in the number of shares of Issuer Stock that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the shares of Issuer Stock or whether it would cause future market prices to be greater or lesser than Yahoo! is presently offering.

Registration Under the Exchange Act. Shares of Issuer Stock are currently registered under the Exchange Act. The Issuer can terminate that registration upon application to the SEC if the outstanding shares are not listed on a national securities exchange and if there are fewer than 300 holders of record of shares of Issuer Stock. Termination of registration of the shares of Issuer Stock under the Exchange Act would reduce the information that the Issuer must furnish to its stockholders and to the SEC and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b) and the requirement of furnishing a proxy statement in connection with stockholders meetings pursuant to Section 14(a) and the related requirement of furnishing an annual report to stockholders, no longer applicable with respect to shares of Issuer Stock. In addition, if shares of Issuer Stock are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to "going-private" transactions would no longer be applicable to the Issuer. Furthermore, the ability of "affiliates" of the Issuer and persons holding "restricted securities" of the Issuer to dispose of such securities pursuant to Rule 144 under the Securities Act may be impaired or eliminated. If registration of the shares under the Exchange Act were terminated, they would no longer be eligible for Nasdaq National Market listing or for continued inclusion on the Federal Reserve Board's list of "margin securities."

Status as "Margin Securities." The shares of Issuer Stock are presently "margin securities" under the regulations of the Federal Reserve Board, which has the effect, among other things, of allowing brokers to extend credit on the collateral of shares of Issuer Stock. Depending on the factors similar to those described above with respect to listing and market quotations, following consummation of the Offer, the shares of Issuer Stock may no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations, in which event the shares of Issuer Stock would be ineligible as collateral for margin loans made by brokers.

If registration of the shares of Issuer Stock is not terminated prior to the Merger, then the registration of the shares under the Exchange Act and the quotation of the shares on the Nasdaq National Market will be terminated following the completion of the Merger.

Item 5. Interest in Securities of the Issuer.

(a) and (b). As of the date hereof, neither Yahoo! nor Sub owns any shares of Issuer Stock. However, as a result of entering into the Stockholder Agreement with the Subject Stockholder, Yahoo! and Sub possess shared power to vote or direct the vote of, and thus may be deemed to beneficially own, 7,012,100 shares of Issuer Stock, or approximately 18.1% of the issued and outstanding shares of Issuer Stock as of December 27, 2001.

With respect to the Voting Actions, Yahoo! and Sub have the power to vote or cause the vote of the Shares in accordance with the terms of the Stockholder Agreement. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that Yahoo! or Sub is the beneficial owner of the Issuer Stock referred to in this paragraph for purposes of Section 13(d) of

the Exchange Act or for any other purpose, and such beneficial ownership is expressly disclaimed. Yahoo! and Sub do not, and, to the knowledge of Yahoo! and Sub, respectively, none of the persons listed on Schedule I, beneficially owns any shares of Issuer Stock other than as set forth herein.

- (c)** No transactions in the Issuer Stock were effected by Yahoo! or Sub, or, to the best knowledge of Yahoo! and Sub, respectively, any of the persons listed on Schedule I hereto, during the 60-day period preceding the date hereof.
- (d)** None, other than the current holders of the Shares.
- (e)** Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to the Securities of the Issuer.

Except as set forth in this Schedule 13D, to the knowledge of Yahoo! and Sub, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 or listed on Schedule I hereto, and between such persons and any person with respect to any securities of the Issuer, including but not limited to, transfer or voting of any of the securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees or

profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit Number	Exhibit Description
1.	Agreement and Plan of Merger, dated as of December 27, 2001, by and among Yahoo! Inc., HJ Acquisition Corp. and HotJobs.com, Ltd.*
2.	Stockholder Agreement, dated as of December 27, 2001, by and among Yahoo! Inc., HJ Acquisition Corp. and Richard Johnson.
3.	Joint Filing Agreement, by and between Yahoo! Inc. and HJ Acquisition Corp.

* Incorporated by reference from Exhibit 2.1 of the Current Report on Form 8-K filed by Yahoo! Inc. on December 27, 2001.

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 4, 2002

YAHOO! INC.

By: /s/ SUSAN L. DECKER

Name: Susan L. Decker

Title: *Senior Vice President, Finance and Administration and Chief Financial Officer*

**SCHEDULE I
DIRECTORS AND EXECUTIVE OFFICERS OF YAHOO! INC.**

Set forth in the table below are the name and the present principal occupations or employment and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and the five-year employment history of each of the directors and executive officers of Yahoo! Inc. Except as noted, each person identified below is a United States citizen.

Name	Relationship to Yahoo! and/or Sub	Principal Occupation	Address
Terry S. Semel	Director, Chairman and Chief Executive Officer of Yahoo!	Chairman and Chief Executive Officer of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
	Director, Chief Executive Officer of Sub		
Timothy Koogle	Director of Yahoo!	Director of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
Jeffrey Mallett Citizen of Canada	Director, President and Chief Operating Officer of Yahoo!	President and Chief Operating Officer of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
	Director, President of Sub		
Jerry Yang	Director, Co-Founder and Chief Yahoo! of Yahoo!	Co-Founder and Chief Yahoo! of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
	Director of Sub		
Eric Hippeau	Director of Yahoo!	President and Executive Managing Director of SOFTBANK International Ventures	28 E. 28th St. 15th Floor New York, NY 10016
Arthur H. Kern	Director of Yahoo!	Founder and Chairman of American Media	c/o Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089

Michael Moritz	Director of Yahoo!	General Partner of Sequoia Capital	c/o Sequoia Capital 3000 Sand Hill Road Suite 280, Building 4 Menlo Park, California 94025
Edward R. Kozel	Director of Yahoo!	Managing Partner of Open Range Ventures	c/o Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
Gary Wilson	Director of Yahoo!	Chairman of the Board of Directors of Northwest Airlines	c/o Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
Ronald Burkle	Director of Yahoo!	Founder and managing partner of The Yucaipa Companies	c/o Yucaipa Companies LLC 9130 West Sunset Blvd. Los Angeles, CA 90069
Farzad Nazem	Senior Vice President Communications and Technical Services and Chief Technical Officer of Yahoo!	Senior Vice President Communications and Technical Services and Chief Technical Officer of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
Tim Brady	Senior Vice President, Commerce and Network Services of Yahoo!	Senior Vice President, Commerce and Network Services of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
Susan L. Decker	Senior Vice President, Finance and Administration and Chief Financial Officer of Yahoo! Chief Financial Officer of Sub	Senior Vice President, Finance and Administration and Chief Financial Officer of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
David Filo	Co-Founder and Chief Yahoo! of Yahoo!	Co-Founder and Chief Yahoo! of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
Gregory G. Coleman	Executive Vice President, North American Operations of Yahoo!	Executive Vice President, North American Operations of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089
James Fanella	Senior Vice President, Business and Enterprise Services of Yahoo!	Senior Vice President, Business and Enterprise Services of Yahoo!	Yahoo! Inc. 701 First Avenue Sunnyvale, California 94089

EXHIBIT INDEX

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STOCKHOLDER AGREEMENT

THIS STOCKHOLDER AGREEMENT is entered into as of December 27, 2001, by and among Yahoo! Inc., a Delaware corporation (together with its successors, "**Parent**"), HJ Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent ("**Merger Sub**") and Richard Johnson ("**Stockholder**"), a stockholder of HotJobs.com, Ltd., a Delaware corporation (the "**Company**").

RECITALS

A. Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger of even date herewith (the "**Merger Agreement**") which provides (subject to the conditions set forth therein) for the commencing an offer by Merger Sub in which each of the issued and outstanding shares of Company Common Stock (as defined below) may be exchanged for the right to receive from Parent (A) a fraction of a share of common stock, par value \$0.001 per share of Parent as determined in accordance with the Merger Agreement and (B) cash, without interest, in an amount to be paid in accordance with the Merger Agreement followed by either the merger of Merger Sub with and into the Company or the merger of the Company with and into Merger Sub (the "**Merger**"). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

B. Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of such number of shares of the outstanding capital stock of the Company and shares subject to outstanding options as is indicated on the signature page of this Agreement; and

C. In order to induce Parent and Merger Sub to enter into the Merger Agreement, Stockholder is entering into this Stockholder Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

Section 1. **Certain Definitions.**

For purposes of this Stockholder Agreement:

1. "**Company Common Stock**" shall mean the common stock, par value \$0.01 per share, of the Company.
2. "**Expiration Date**" shall mean the earliest of:
 - (i) the date upon which the Merger Agreement is validly terminated pursuant to Article VII thereof; and
 - (ii) the date upon which the Merger becomes effective.
3. Stockholder shall be deemed to "**Own**" or to have acquired "**Ownership**" of a security if Stockholder is the record and/or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of such security.
4. "**Person**" shall mean any individual, corporation, limited liability company, partnership, trust or other entity, or governmental authority.
5. "**Subject Securities**" shall mean: (i) all securities of the Company (including all shares of Company Common Stock and all options and other rights to acquire shares of Company Common Stock) Owned by Stockholder as of the date of this Stockholder Agreement; and (ii) all additional securities of the Company (including all additional shares of Company Common Stock and all additional options and other rights to acquire shares of Company Common Stock) of which Stockholder acquires Ownership during the period from the date of this Stockholder Agreement through the Expiration Date.

6. A Person shall be deemed to have effected a "**Transfer**" of a security if such Person directly or indirectly: (i) sells, pledges, encumbers, grants an option with respect to, transfers, distributes or disposes of such security or any interest in such security; (ii) enters into an agreement or commitment contemplating the possible sale of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein; (iii) grants any proxy, power-of-attorney or other authorization or consent with respects to any such security or any interest therein; (iv) deposits any such security or any interest therein into a voting trust, or enters into a voting agreement or arrangement with respect to any such security or any interest therein; or (v) takes any other action that would in any way restrict, limit or interfere with the performance of such Stockholder's obligations hereunder or the transactions contemplated hereby.

Section 2. **Transfer of Subject Securities.**

1. *Transferee of Subject Securities to be Bound by this Stockholder Agreement.* Stockholder agrees that, except as may be provided herein, during the period from the date of this Stockholder Agreement through the Expiration Date, Stockholder shall not cause or permit any Transfer of any of the Subject Securities to be effected unless each Person to which any of such Subject Securities, or any interest in any of such Subject Securities, is or may be Transferred shall have: (a) executed a counterpart of this Stockholder Agreement and a irrevocable proxy in the form attached hereto as Exhibit A (with such modifications as Parent may reasonably request); and (b) agreed to hold such Subject Securities (or interest in such Subject Securities) subject to all of the terms and provisions of this Stockholder Agreement; *provided*, that nothing in this Stockholder Agreement shall prohibit Stockholder from (i) Transferring Subject Securities to Parent or Merger Sub pursuant to Section 3(1)(iii) hereof, (ii) selling at any time and from time to time up to an aggregate of one million (1,000,000) shares of Company Common Stock, free of any and all restrictions, to any Person other than, directly or indirectly, to any Person known to Stockholder to have made (or announced its intention to make) a Takeover Proposal or (iii) transfers to a trust, family limited partnership or similar entity, provided such shares remain beneficially owned by Stockholder and subject to the restrictions of this agreement (each, a "**Permitted Transfer**").

2. *No Transfer of Voting Rights.* Stockholder shall ensure that, during the period from the date of this Stockholder Agreement through the Expiration Date: (a) none of the Company Common Stock owned by Stockholder is deposited into a voting trust; and (b) no proxy is granted, and no voting agreement or similar agreement is entered into, with respect to any of the Company Common Stock owned by Stockholder.

3. *No Transfer to Parent or Related Parties.* Stockholder has no plan or intention to, and will not, Transfer any of the Subject Securities (including through derivative transactions such as equity swaps, collars, or put protection arrangements which would have the economic effect of a transfer of the burdens, benefits, or other facets of ownership) to Parent or any person related to Parent within the meaning of Treasury Regulation section 1.368-1(e)(3), directly or indirectly (including through partnerships or through third parties in connection with a plan to so Transfer such Subject Securities), except as pursuant to Section 3(1)(iii) hereof.

Section 3. **Tender and Voting of Shares.**

1. *Stockholder Agreement.* Stockholder agrees that, during the period from the date of this Stockholder Agreement through the Expiration Date:

(i) at any meeting of stockholders of the Company, however called, and at every adjournment or postponement thereof, Stockholder shall (i) appear at the meeting, or otherwise cause all shares of Company Common Stock Owned by Stockholder, to be counted as present thereat for purposes of establishing a quorum, (ii) vote or cause all shares of

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Company Common Stock Owned by Stockholder to be voted in favor of the approval and adoption of the Merger Agreement and the approval of the Merger and (iii) vote or cause all shares of Company Common Stock Owned by Stockholder to be voted, against (A) any Takeover Proposal (other than one by Parent or Merger Sub) and (B) any amendment of the Company's Articles of Incorporation or Bylaws or other proposal, action or transaction involving the Company or any of its Subsidiaries or any of its stockholders, which amendment or other proposal, action or transaction that could reasonably be expected to prevent or materially impede or delay the consummation of the Offer, the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or to deprive Parent of any material portion of the benefits anticipated by Parent to be received from the consummation of the Offer, the Merger or the other transactions contemplated by the Merger Agreement or this Agreement, or change in any manner the voting rights of Company Common Stock presented to the stockholders of the Company (regardless of any recommendation of the Board of Directors of the Company) or in respect of which vote or consent of the stockholders is requested or sought, unless such transaction has been approved in advance by Parent or Merger Sub;

(ii) in the event written consents are solicited or otherwise sought from stockholders of the Company with respect to the approval or adoption of the Merger Agreement or with respect to the approval of the Merger, Stockholder shall cause to be validly executed, with respect to all shares of Company Common Stock Owned by Stockholder as of the record date fixed for the consent to the proposed action, a written consent or written consents to such proposed action; and

(iii) subject to the right of such Stockholder to make Permitted Transfers, such Stockholder shall tender all shares of Company Common Stock Owned by Stockholder as of the date of the commencement of the Offer into the Offer as promptly as practicable, and in no event later than the twentieth business day, following the commencement by Merger Sub of the Offer pursuant to Section 1.1 of the Merger Agreement, and such Stockholder shall not withdraw any shares so tendered unless the Offer is terminated or has expired without Merger Sub or Parent purchasing all shares of common stock of the Company validly tendered in the Offer and not withdrawn.

(iv) At or before the Effective Time, Stockholder agrees to take all reasonable efforts to effect the transfer to Parent of his one appointor share relating to HotJobs.com Pty. Limited.

2. *Proxy.* Contemporaneously with the execution of this Stockholder Agreement: (i) Stockholder shall deliver to Parent a proxy in the form attached to this Stockholder Agreement as Exhibit A, which shall be irrevocable prior to the Expiration Date to the fullest extent permitted by law, with respect to the Subject Securities referred to therein (the "**Proxy**"); and (ii) Stockholder shall cause to be delivered to Parent an additional proxy (in the form attached hereto as Exhibit A) executed on behalf of the record owner of any Subject Securities that are Owned beneficially (within the meaning of Rule 13d-3 under the Exchange Act), but not of record, by Stockholder; *provided* that any and all shares of Company Common Stock that are Transferred in a Permitted Transfer shall without any action on the part of the Company, Parent or Stockholder be released from such Proxy.

3. *No Exercise Requirement.* Nothing in this Stockholder Agreement shall obligate Stockholder to exercise or convert any options or other rights to acquire shares of Company Common Stock that are Owned by the Stockholder.

Section 4. **No Solicitation.** During the period from the date of this Stockholder Agreement through the Expiration Date, Stockholder shall not, nor shall Stockholder authorize or permit any of representative of Stockholder to, directly or indirectly take any action prohibited by Section 4.2 of the

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Merger Agreement. Nothing contained in this Section 4 shall prevent Stockholder, when acting solely in his capacity as a director or officer of the Company, from taking actions permitted under the Merger Agreement.

Section 5. **Representations and Warranties of Stockholder** Stockholder hereby represents and warrants to Parent as follows:

1. *Authorization, etc.* Stockholder has the absolute and unrestricted right, power, authority and legal capacity to execute and deliver this Stockholder Agreement and the Proxy and to perform Stockholder's obligations hereunder and thereunder. This Stockholder Agreement and the Proxy have been validly executed and delivered by such Stockholder and constitute the legal, valid and binding obligations of such Stockholder, enforceable against such Stockholder in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors, and the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

2. *No Conflicts or Consents.*

(i) The execution and delivery of this Stockholder Agreement and the Proxy by Stockholder do not, and the performance of this Stockholder Agreement and the Proxy by Stockholder will not: (i) conflict with or violate any law, rule, regulation, order, decree or judgment applicable to Stockholder or by which Stockholder or any of Stockholder's properties is or may be bound or affected; or (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under, or give to any other Person (with or without notice or lapse of time) any right of termination, amendment, acceleration or cancellation of, or result (with or without notice or lapse of time) in the creation of any encumbrance or restriction on any of the Subject Securities pursuant to, any contract to which Stockholder is a party or by which Stockholder or any of Stockholder's affiliates or properties is or may be bound or affected, except in the case of clause (i) or (ii) above where any of such events would not have a material adverse effect on Stockholder or otherwise impair Stockholder's ability to satisfy Stockholder's obligations hereunder.

(ii) The execution and delivery of this Stockholder Agreement and the Proxy by Stockholder do not, and the performance of this Stockholder Agreement and the Proxy by Stockholder will not, require any consent or approval of any Person.

3. *Title to Securities.* As of the date of this Stockholder Agreement: (a) Stockholder holds of record (free and clear of any liens, claims, options, rights of first refusal, co-sale rights, charges or other encumbrances, collectively, "**Liens**") the number of outstanding shares of Company Common Stock set forth under the heading "Shares Held of Record" on the signature page hereof; (b) Stockholder holds (free and clear of any Liens) the options and other rights to acquire shares of Company Common Stock set forth under the heading "Options and Other Rights" on the signature page hereof; (c) Stockholder Owns the additional securities of the Company set forth under the heading "Additional Securities Beneficially Owned" on the signature page hereof; and (d) Stockholder does not directly or indirectly Own any shares of capital stock or other securities of the Company, or any option, warrant or other right to acquire (by purchase, conversion or otherwise) any shares of capital stock or other securities of the Company, other than the shares and options and other rights specified on the signature page hereof.

4. *Accuracy of Representations.* The representations and warranties contained in this Stockholder Agreement are accurate in all material respects as of the date of this Stockholder Agreement, will be accurate in all material respects at all times through the Expiration Date and will be accurate in all material respects as of the date of the consummation of the Merger as if made on that date.

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Section 6. **Further Assurances** From time to time and without additional consideration, Stockholder shall (at Stockholder's sole expense) execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents and other instruments, and shall (at Stockholder's sole expense) take such further actions, as Parent may reasonably request for the purpose of carrying out and furthering the intent of this Stockholder Agreement.

Section 7. **Miscellaneous.**

1. *Independence of Obligations.* The covenants and obligations of Stockholder set forth in this Stockholder Agreement shall be construed as independent of any other agreement or arrangement between Stockholder, on the one hand, and the Company or Parent, on the other. The existence of any claim or cause of action by Stockholder against the Company or Parent shall not constitute a defense to the enforcement of any of such covenants or obligations against Stockholder.

2. *Specific Performance.* Stockholder agrees that in the event of any breach or threatened breach by Stockholder of any covenant, obligation or other provision contained in this Stockholder Agreement, Parent shall be entitled (in addition to any other remedy that may be available to Parent) to: (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (b) an injunction restraining such breach or threatened breach. Stockholder further agrees that neither Parent nor any other person or entity shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7(2), and Stockholder irrevocably waives any right Stockholder may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

3. *Other Agreements.* Nothing in this Stockholder Agreement shall limit any of the rights or remedies of Parent under the Merger Agreement, or any of the rights or remedies of Parent or any of the obligations of Stockholder under any agreement between Stockholder and Parent or any certificate or instrument executed on behalf of Stockholder in favor of Parent; and nothing in the Merger Agreement or in any other agreement, certificate or instrument shall limit any of the rights or remedies of Parent or any of the obligations of Stockholder under this Stockholder Agreement.

4. *Notices.* Any notice or other communication required or permitted to be delivered to Stockholder or Parent under this Stockholder Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other party):

If to Parent or Merger Sub, to:

Yahoo! Inc.
701 First Avenue
Sunnyvale, California 94089
Attention: General Counsel
Telephone: (408) 349-3300
Facsimile: (408) 349-3400

and with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
Attention: Kenton J. King
Telephone: (650) 470-4500
Facsimile: (650) 470-4570

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If to Stockholder: To the address set forth on the signature page hereof.

5. *Severability.* If any provision of this Stockholder Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Stockholder Agreement. Each provision of this Stockholder Agreement is separable from every other provision of this Stockholder Agreement, and each part of each provision of this Stockholder Agreement is separable from every other part of such provision.

6. *Governing Law; Jurisdiction.* This Stockholder Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. In any action between the parties hereto, whether arising out of this Stockholder Agreement or otherwise: (a) each of the parties irrevocably and unconditionally consents and submits to the jurisdiction and venue of the Chancery or other Courts of the State of Delaware; (b) if any such action is commenced in a state court, then, subject to applicable law, no party shall object to the removal of such action to any federal court located in Delaware; (c) each of the parties irrevocably waives the right to trial by jury; and (d) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice in accordance with Section 7(4).

7. *Waiver.* No failure on the part of Parent to exercise any power, right, privilege or remedy under this Stockholder Agreement, and no delay on the part of Parent in exercising any power, right, privilege or remedy under this Stockholder Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Parent shall not be deemed to have waived any claim arising out of this Stockholder Agreement, or any power, right, privilege or remedy under this Stockholder Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Parent; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

8. *Attorneys' Fees.* If any legal action or other legal proceeding relating to this Stockholder Agreement or the enforcement of any provision of this Stockholder Agreement is brought against Stockholder, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

9. *Captions.* The captions contained in this Stockholder Agreement are for convenience of reference only, shall not be deemed to be a part of this Stockholder Agreement and shall not be referred to in connection with the construction or interpretation of this Stockholder Agreement.

10. *Officers and Directors.* Stockholder, a director or officer of the Company, makes no agreement or understanding herein in his or her capacity as such director or officer, and nothing herein will limit or affect, or give rise to any liability to Stockholder by virtue of, any actions taken by Stockholder in his or her capacity as an officer or director of the Company in exercising its rights under the Merger Agreement.

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11. *Entire Agreement.* This Stockholder Agreement (including the Proxy) and any affiliate agreement between Stockholder and Parent collectively set forth the entire understanding of Parent and Stockholder relating to the subject matter hereof and thereof and supersede all other prior agreements and understandings between Parent and Stockholder relating to the subject matter hereof and thereof.

12. *Non-exclusivity.* The rights and remedies of Parent under this Stockholder Agreement are not exclusive of or limited by any other rights or remedies which it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of Parent under this Stockholder Agreement, and the obligations and liabilities of Stockholder under this Stockholder Agreement, are in addition to their respective rights, remedies, obligations and liabilities under common law requirements and under all applicable statutes, rules and regulations. Nothing in this Stockholder Agreement shall limit any of Stockholder's obligations, or the rights or remedies of Parent, under any affiliate agreement between Parent and Stockholder; and nothing in any such affiliate agreement shall limit any of Stockholder's obligations, or any of the rights or remedies of Parent, under this Stockholder Agreement.

13. *Amendments.* This Stockholder Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Parent and Stockholder.

14. *Assignment; Binding Effect.* Neither this Stockholder Agreement nor any of the interests or obligations hereunder may be assigned or delegated by Stockholder, and any attempted or purported assignment or delegation of any of such interests or obligations shall be void. Subject to the preceding sentence, this Stockholder Agreement shall be binding upon Stockholder and Stockholder's heirs, estate, executors, personal representatives, successors and assigns, and shall inure to the benefit of Parent and its successors and assigns. Without limiting any of the restrictions set forth in Section 2 or elsewhere in this Stockholder Agreement, this Stockholder Agreement shall be binding upon any Person to whom any Subject Securities are Transferred prior to the termination of this Stockholder Agreement; *provided* that no Person who receives shares of Company Common Stock in a Permitted Transfer shall be bound by this Stockholder Agreement. Nothing in this Stockholder Agreement is intended to confer on any Person (other than Parent and its successors and assigns) any rights or remedies of any nature.

15. *Expenses.* All costs and expenses incurred in connection with the transactions contemplated by this Stockholder Agreement shall be paid by the party incurring such costs and expenses.

16. *Termination.* This Stockholder Agreement shall automatically terminate on the Expiration Date; *provided, however*, that the termination of this Stockholder Agreement shall not relieve Stockholder from any liability for any previous breach of this Stockholder Agreement.

17. *Counterparts.* This Stockholder Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

18. *Construction.*

against (A) any Takeover Proposal (other than one by Parent or Purchaser) and (B) any amendment of the Company's Articles of Incorporation or Bylaws or other proposal, action or transaction involving the Company or any of its Subsidiaries or any of its stockholders, which amendment or other proposal, action or transaction that could reasonably be expected to prevent or materially impede or delay the consummation of the Offer, the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or to deprive Parent of any material portion of the benefits anticipated by Parent to be received from the consummation of the Offer, the Merger or the other transactions contemplated by the Merger Agreement or this Agreement, or change in any manner the voting rights of Company Common Stock presented to the stockholders of the Company (regardless of any recommendation of the Board of Directors of the Company) or in respect of which vote or consent of the stockholders is requested or sought, unless such transaction has been approved in advance by Parent or Purchaser.

The undersigned may vote the Shares on all other matters.

This proxy shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of the undersigned (including any transferee of any of the Shares).

If any provision of this proxy or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction

shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this proxy. Each provision of this proxy is separable from every other provision of this proxy, and each part of each provision of this proxy is separable from every other part of such provision.

This proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: December 27, 2001

/s/ RICHARD JOHNSON

Number of shares of common stock of the Company
owned of record as of the date of this proxy:

6,512,100*

* Pursuant to the Stockholder Agreement entered into as of December 27, 2001, by and between Yahoo! Inc., HJ Acquisition Corp. and Richard S. Johnson (the "Stockholder"), Stockholder may sell at any time and from time to time up to an aggregate of one million (1,000,000) shares of common stock of HotJobs.com, Ltd., free of any and all restrictions, to any Person other than, directly or indirectly, to any Person (as defined in the Stockholder Agreement) known to Stockholder to have made (or announced its intention to make) a Takeover Proposal (as defined in the Merger Agreement).

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[Exhibit 2](#)

[STOCKHOLDER AGREEMENT](#)

[RECITALS](#)

[IRREVOCABLE PROXY](#)

JOINT FILING AGREEMENT

This will confirm the agreement by and between the undersigned that the Statement on Schedule 13D (the "Statement") filed on or about this date, and all amendments thereto, relating to the offer by HJ Acquisition Corp., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Yahoo! Inc., a Delaware Corporation ("Yahoo!"), to purchase all the outstanding shares of common stock, par value \$0.01 per share, of HotJobs.com, Ltd. a Delaware corporation ("HotJobs") are being filed on behalf of the undersigned and the agreement that Yahoo! may make such filings on behalf of Purchaser.

Each of the undersigned hereby acknowledges that pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, that each person on whose behalf the Statement is filed is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; and that such person is not responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

This Agreement may be executed in two or more counterparts by each of the undersigned, and each of which, taken together, shall constitute one and the same instrument.

Date: January 4, 2001

YAHOO! INC.

By: /s/ SUSAN L. DECKER

Name: Susan L. Decker
Title: *Senior Vice President, Finance and Administration and Chief Financial Officer*

HJ ACQUISITION CORP.

By: /s/ SUSAN L. DECKER

Name: Susan L. Decker
Title: *Chief Financial Officer*

QuickLinks

[EXHIBIT 3](#)

[JOINT FILING AGREEMENT](#)