

## SEMPO MEMBERSHIP AGREEMENT

### Membership

**General.** The Applicant acknowledges and agrees that a binding contract will be formed between the parties when it clicks the "ACCEPT" button below, and will commit the Applicant to (i) timely payment of annual Membership dues and fees as determined from time to time by the Board of Directors and (ii) comply with all the terms and conditions of SEMPO, Inc.'s Certificate of Organization (the Charter) and Bylaws, the Terms and Conditions, and the Privacy Policy as from time to time in force (which the Applicant acknowledges it has reviewed) and such rules and policies as the Board of Directors and/or committees may from time to time adopt. The Applicant certifies that it meets the conditions of Membership specified in the Bylaws.

**Business Conduct.** In addition, the applicant agrees to engage in Search Marketing practices which are not in direct violation of published guidelines from Google, Yahoo!, and other search engine providers.

**Logo usage.** Members are entitled to display the SEMPO logo while they remain in good standing, but only for such purposes, and subject to such rules, as from time to time are described in the SEMPO Trademark Usage Guidelines, a copy of which is available upon request to [info@sempo.com](mailto:info@sempo.com). When a company/individual ceases to be a member, it must remove all references to SEMPO from its stationery, promotional material, and website within thirty days.