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## Messaging Anti-Abuse Working Group Membership Agreement

The undersigned applicant hereby acknowledges and agrees that:

1. The applicant has completed an online membership application for membership in the Messaging Anti-Abuse Working Group, Inc. (“MAAWG”) and submitted it to MAAWG electronically. The information contained in the applicant’s online membership application is incorporated herein by this reference.
2. Upon acceptance and signature by MAAWG below, the applicant’s online membership application and the terms contained herein shall represent a binding contract between the applicant and MAAWG (the “Membership Agreement”) and commits the applicant to (i) pay annual membership dues and any other applicable fees within forty-five days after receipt of the applicable invoice from MAAWG, and (ii) comply with all the terms and conditions of MAAWG’s Certificate of Incorporation, Bylaws, Member Eligibility Criteria, and Communications Policy (the applicant hereby acknowledging receipt of copies of these documents) and such rules and policies as the Board of Directors and/or committees thereof may from time to time adopt in its or their sole discretion (collectively, along with this Membership Agreement, the “Membership Materials”).
3. The applicant meets the eligibility criteria of membership set forth in Section 2.2(a) of the MAAWG Bylaws and further described in the Member Eligibility Criteria, understands the admission process described in Section 2.2(b) of the Bylaws, and accepts the membership term and obligations described in Section 2.2(c) of the Bylaws.
4. Upon becoming a member of MAAWG (a “Member”): (i) those terms of the Membership Materials that are required to effectuate the intent of MAAWG and its Members, including without limitation, the provisions set forth in Article VIII (Indemnification) and Sections 2.2 (General Conditions of Membership), 2.6 (Rights in Intellectual Property), 2.9 (Termination or Suspension of Membership), 2.10 (Resignation by Member), 2.13 (Use of Names), 12.4 (Non-Disclosure) and 12.5 (Limitation of Liability) of the MAAWG Bylaws, shall remain binding upon the applicant, notwithstanding the termination, suspension or resignation of applicant’s membership in MAAWG and (ii) in the event the applicant fails to pay the aforementioned dues and fees within the time period allotted for such payment, MAAWG may, in its sole discretion, (a) add a late penalty at a rate not to exceed one percent per month, or fraction thereof (or the highest rate permitted by law, whichever is lower), until such time as the applicant pays all amounts then due to MAAWG, or (b) suspend or terminate the applicant’s membership in accordance with Section 2.9 of the Bylaws.
5. Full Members and Supporting Members may upgrade their membership class at any time by delivering written notice of such election to MAAWG along with payment of an upgrade fee

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**MAAWG**

Messaging Anti-Abuse Working Group

P.O. Box 29920 ■ San Francisco, CA 94129-0920 ■ [www.MAAWG.org](http://www.MAAWG.org) ■ [info@MAAWG.org](mailto:info@MAAWG.org)

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in an amount equal to: (i) the remainder of the then applicable annual membership fee for the Member’s new membership class, prorated to take into account only the portion of the applicable membership year remaining after the date MAAWG receives the Member’s upgrade election notice, less (ii) all annual membership fees already paid by such Member for the applicable membership year.

6. MAAWG may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended (the “Act”), which requires disclosure of the names of all members of MAAWG. Accordingly, the applicant hereby appoints such person who shall be the Chairman or acting Chairman of MAAWG as the applicant’s true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the applicant’s membership in MAAWG, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of MAAWG and on behalf of the applicant as a member of MAAWG indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the Act on behalf of MAAWG and on behalf of the applicant as a member of MAAWG, and (4) authorize and direct other officers of, and/or counsel to MAAWG, to do any of the foregoing acts. MAAWG will forward to the applicant any notifications that it receives under the Act which are other than normal confirmations of filings and other administrative notices relating to all members.

Once notified that membership is approved, the applicant should send two (2) original and executed sets of this document with the applicant’s dues payment to the Messaging Anti-Abuse Working Group, Inc., 572B Ruger Street P.O. Box 29920, San Francisco, California 94129-0920, Attention: Executive Director. The applicant should make all checks payable to the “Messaging Anti-Abuse Working Group, Inc.” and direct any other correspondence in connection with this Membership Agreement to the above address.

*Applicant Authorization: Accepted:*

	<b>Messaging Anti-Abuse Working Group, Inc.</b>
(Print Applicant Company Name)	
By: _____ (signature)	By: _____ (signature)
Name: _____ (print)	Name: _____ (print)
Title: _____	Title: _____
Date: _____	Date: _____