



THE BETTER WORLD NETWORK®
MEMBERSHIP AGREEMENT

The AppEsteem Better World Network (“BWN”) is an online marketplace of apps and services supporting the software monetization industry and committed to ethical business practices. This BWN Agreement (“**Agreement**”) sets forth the terms and conditions for membership in the BWN (“**Membership**”), and is an agreement between AppEsteem Corporation (“**AppEsteem**,” “**we**,” “**us**,” or “**our**”), and the entity you represent (“**you**” or “**your**”). You represent that you are lawfully able to bind the entity you represent and enter into this Agreement. By applying for and being approved as a member of the BWN (“**Member**”), you agree to abide by this Agreement.

1. **Ethical Conduct.** As a Member, you agree to abide by ethical business practices. Specifically, you agree to not use your Membership, or any certified app or service, our logo, or association of your company with us, to do anything that, in our reasonable opinion, is likely to harm or deceive consumers or us, or in any manner that has been designed to violate any applicable law. The privileges and obligations of your Membership extend only to the specific apps and services you have listed in your Membership application (collectively, “**BWN Apps and Services**”). Any other apps or services you distribute or support that are not BWN Apps and Services, may not be included in your public reference to the BWN or our certification.

2. **Incentives to Drive Clean Behavior.** You agree to offer an incentive to current and potential customers to help drive the industry toward ethical behavior. The incentive may include offering lower costs, better services, or special access to markets for certified apps and services. You must provide us with a description of your incentive, which we will include on our website. The selection of your incentive is in your discretion, and you can change it at any time by updating us with a new description. You may offer an incentive that includes access to an AppEsteem program, subject to the terms of our specific written consent provided in an exhibit to this Agreement. We may provide you with financial incentives if you commit to only do business with certified apps and services, and we may provide you with opportunities to promote your services on our website (in addition to inclusion on the BWN page), each subject to the terms of an exhibit to this Agreement.

3. **Avoiding Deceptors.** You agree to provide us with a list of the apps and services you distribute, support, or have licensed from any third parties that are associated with the BWN Apps and Services, and to keep such list updated during the term of this Agreement. If we determine that any such app or service violates any of the current [Deceptor Requirements](#) (making it a “**Deceptor**”), we will notify you, and we will generally wait 30 days from the date of such notification before we publicly designate the product or service as either an active or resolved Deceptor. You agree to work in good faith to resolve any such Deceptor promptly after notification from us of its status. In some circumstances, we may publicly designate a product or service as a Deceptor without any prior notice, including if we determine that: (a) the entity behind such product or service had previously been notified that the behavior violated a Deceptor Requirement; (b) the behavior in question may cause substantial harm to consumers; or (c) the suspected Deceptor is brought to our attention by a security company or other third party.

4. **Certification.** You agree to apply for certification of each BWN App or Service that qualifies for certification, and to pay any applicable fee. Currently, we offer certification programs for [Call Centers](#) and [Payment Processors under the terms of this Agreement](#). The certification of all other apps and services falls under the terms of our Master Services Agreement, which must be executed separately. You understand that once you have a certified App or Service under this Agreement, we will monitor it to ensure continued compliance with the applicable certification requirements and terms of this Agreement. This monitoring may include, but is not limited to: (a) an annual onsite audit; (b) consumer-simulated usage; and (c) other monitoring activities that are reasonably designed to ensure compliance with the applicable certification requirements, and that may or may not be disclosed to you in advance. Additional information regarding the certification of your BWN App or Service,

if applicable, will be provided in an exhibit to this Agreement. If there are deficiencies in your compliance with the applicable certification requirements, we may terminate your certification, in our sole discretion.

5. **Duty to Update.** If there are any material changes to the information you have provided us that may impact your membership or certification, such as a change in your ownership, or any significant changes to a certified App or Service, you will promptly notify us. You will keep each certified App or Service in continuous compliance with the applicable certification requirements, and terms of this Agreement.

6. **Information Sharing.** If a company has applied for certification of, or has a currently certified, app or service, and you have information that may help us monitor the behavior of such app or service (e.g., if you provide call center, advertising network, payment processor, installer, or other products or services to such certified app or service), you agree to provide us with this information, as permitted by law (including specifically any restrictions of attorney-client privilege) and contract, as applicable. You further agree to: (a) comply with all applicable privacy and data protection laws and regulations, and other laws relating to any information you provide, and (b) anonymize and aggregate any information you provide about any end user to ensure that you do not provide us with any "Personal Data," as defined in Section 10, below. You hereby grant to us a worldwide, royalty-free, sublicensable, irrevocable license to produce and reproduce such information. We agree that our use of any such information will be limited by the confidentiality provisions and restrictions on our use of data, as set forth in our agreements with the company about whom the information is provided.

7. **Use of Logo; Public Information; Relationship of Parties.** Once your Membership or certification is approved, you are hereby granted a non-exclusive, limited, and non-transferable license to use the AppEsteem and BWN logos, and our certification mark, respectively, to indicate that you have entered into this Agreement, are a Member, or have a certified App or Service, as applicable, and to the extent necessary to perform your obligations or exercise your rights under this Agreement. If your Membership or certification terminates, so will this right. Any use of our logos and marks: (a) must not be misleading as to which of your apps or services have been certified, and (b) must follow our current [Logo Usage Guidelines](#). All goodwill derived from your use of our logos and marks will inure to our benefit. You hereby grant us a non-exclusive, worldwide, transferrable, irrevocable, royalty-free license to reproduce, distribute, publicly display, provide access to, make, create derivative works, and use your name and logo, and any information you provide for inclusion on our website, to indicate that you have entered into this Agreement, are a Member, and have a certified App or Service, and to the extent necessary for us to perform our obligations or exercise our rights under this Agreement. Neither party may publicly disclose any comment made by the other party or specifically referencing the other party, other than as set forth above, without such non-publishing party's prior written consent. Our relationship with you is solely that of independent contractors, and you are not and will not represent yourself as an agent, representative, partner, subsidiary, joint venture, or employee of AppEsteem, nor will you represent that you have any authority to bind or obligate AppEsteem in any manner or in any thing.

8. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BWN MEMBERSHIP, RIGHTS, AND SERVICES (INCLUDING, CERTIFICATION, IF APPLICABLE) ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS WHETHER OR NOT KNOWN OR DISCOVERABLE, OR THAT ANY SUCH ERRORS WILL BE CORRECTED. WE DO NOT CLAIM OR GUARANTEE THAT THE BWN MEMBERSHIP, RIGHTS, OR SERVICES (INCLUDING, CERTIFICATION, IF APPLICABLE) WILL BE AVAILABLE TO YOU WITHOUT INTERRUPTION, AND NO ADVICE PROVIDED BY US TO YOU WILL CREATE A WARRANTY OF ANY KIND UNDER ANY JURISDICTION. WHERE AND TO THE EXTENT DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, ALL OR PART OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INTERRUPTION OR DAMAGE TO ITS BUSINESS, OR FOR ANY INDIRECT,

EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH THE BWN MEMBERSHIP, RIGHTS, OR SERVICES (INCLUDING, CERTIFICATION, IF APPLICABLE), AND INCLUDING ANY LOSS OF BUSINESS, PROFITS, DATA, OR GOODWILL OR INTERRUPTION OR WORK STOPPAGE. IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL EITHER PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THE BWN MEMBERSHIP, RIGHTS, OR SERVICES (INCLUDING, CERTIFICATION, IF APPLICABLE), EXCEED THE GREATER OF ANY AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT IN THE TWO-YEAR PERIOD PRIOR TO THE INCIDENT THAT GAVE RISE TO THE LIABILITY, OR ONE HUNDRED (\$100) U.S. DOLLARS. THESE LIMITATIONS FORM AN ESSENTIAL BASIS OF THIS AGREEMENT, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ON THESE TERMS, IF THESE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

10. **Compliance with Laws; Personal Data.** You will comply with all applicable laws in the performance of your obligations and exercise of your rights under this Agreement. Without limiting the generality of the foregoing, you agree to comply with all applicable privacy and data protection laws and regulations with respect to your use, collection, transmission, or other processing of all data under this Agreement. You further agree that you will not provide any "Personal Data" to us in any form, other than as necessary to effect the execution of, and notices under, this Agreement. For the purposes of this Agreement, "**Personal Data**," means any information relating to an identified or identifiable natural person. You agree that if you provide any Personal Data to us in error, you will notify us immediately so we can delete such data, and you will be liable to us for any damages suffered by us for a violation of this Section 10. You represent, warrant, and covenant that our collection, use, disclosure, and processing of all data under this Agreement does not and will not violate any applicable law to which you are subject (including applicable privacy and data protection laws and regulations) and will not violate the terms of your privacy policy, terms of use, or any contract to which you are bound, and you hereby provide us all rights, title, and license to all such data, consistent with the terms of this Agreement.

11. **Term; Amendments.** The term of this Agreement begins when your Membership is accepted by AppEsteem, and continues for 12 months, after which it shall be automatically renewed for successive one-year terms. You may terminate this Agreement at any time, for any or no cause, upon 60 days written notice. We may terminate this Agreement for cause if you commit a material breach of this Agreement and do not cure such breach within five business days of your receipt of our written notice of such breach. You agree that, among other things, any direct or indirect action you take that is reasonably likely to harm or deceive consumers or us, and non-payment of fees, will each be deemed a material breach of this Agreement. Upon termination of this Agreement, your membership, and any licenses, authorization, and certification granted by us under this Agreement will terminate. All rights and license to the information provided to us by you prior to termination of this Agreement will remain in full force and effect. Upon termination, you must immediately cease holding yourself out as a Member or as being affiliated with the BWN, or as having any app or service certified by us under this Agreement. Any terms of this Agreement that by their nature contemplate continuing effectiveness, including, without limitation, terms regarding payment obligations, license restrictions, disclaimer of warranties, limitations of liability, and governing law and venue, will survive termination. You understand and agree that we may modify or amend the terms of this Agreement, or adopt a certification program for a new category of products or services at any time. Prior to making any material amendment to this Agreement, or adopting any new certification program, we will notify you in writing, and the amendment or adoption will become effective no sooner than 30 days from the date of such notice.

12. **Governing Law; Severability; Waivers; Headings; Remedies Cumulative; Complete Agreement.** This Agreement is governed by Washington law, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any action to enforce this Agreement must be brought in the federal or state courts sitting in the State of Washington. The invalidity or unenforceability of any term of this Agreement in any situation and in any jurisdiction will not affect the validity or enforceability of the remaining terms or the validity or enforceability of such term in any other situation or in any other jurisdiction. Our failure or delay to enforce any provision of this Agreement will not constitute a waiver, and any waiver of a breach or default will not be construed as a waiver of a subsequent breach

or default. The headings contained in this Agreement will not be considered in the interpretation of this Agreement. Our rights and remedies for breach of this Agreement are cumulative. This Agreement, together with its exhibits and the other terms that are not included in the body of this Agreement but are specifically referenced above, form the complete and final Agreement between you and us regarding the subject matter of this Agreement, and supersedes and replaces all previous agreements between you and us, including without limitation any prior non-disclosure agreements. Notwithstanding the foregoing, if you have entered into a separate agreement with us relating to the certification of any app or service, the terms of such agreement regarding such app or service supersede any conflicting terms set forth in this Agreement.

13. **Assignment; Notices; Signatures.** You may not assign this Agreement without our prior written consent. Both parties hereto agree to receive electronic notices from the other party, which must be sent by email to us at legal@appesteem.com, and to you at the email account(s) you have registered with us. Notices are effective on the date sent. This Agreement may be executed in counterparts, each of which will be an original and together will constitute a single agreement. Execution of this Agreement may be satisfied by procedures we may establish from time to time for execution and delivery of any documents, including, without limitation, the “click-through” acceptance through a website we maintain, which will have the same force and effect as a manual signature.

IN WITNESS WHEREOF, the parties' representatives have executed this Agreement as of _____, and such representatives are authorized to enter into this Agreement on behalf of and bind the companies named below.

APPESTEEM CORPORATION

COMPANY NAME:

By: _____

Signature: _____

Name:

Title:

Name: _____

Title: _____

Address for Notice Purposes:

Address for Notice Purposes:

**APPESTEEM CORPORATION
655 156TH AVE, SE, SUITE 275
BELLEVUE, WASHINGTON USA 98007**