

SCHEDULE C
DELTA SIGMA THETA SORORITY, INC.
OPERATING GUIDELINES AND CODE OF CONDUCT FOR LICENSEES

Delta Sigma Theta Sorority, Incorporated (“Delta” or “Sorority”) has developed these Operating Guidelines and this Code of Conduct (“Licensee Code”) to provide Certified Vendors and Certified Vendor-Manufacturers (collectively “Licensees”) with a clear understanding of Delta’s policies concerning the design, manufacture, advertisement, and/or sale of any merchandise imprinted, emblazoned, embossed, or stamped with (collectively “bearing”) Delta’s trademarks or service marks (collectively “Marks”). Any questions about the policies expressed in this Licensee Code should be directed to Delta’s Office of Legal Affairs at IP@DeltaSigmaTheta.org.

This Code is incorporated into and made a part of the License Agreement that must be executed before any Licensee may design, manufacture, market, display, or sell Mark-Bearing Merchandise. READ THIS CODE BEFORE SIGNING THE LICENSE AGREEMENT.

DEFINITIONS

1. **Licensees** under this Agreement are Certified Vendors.
2. **Certified Vendor Licensees** are those individuals and businesses a) with whom Delta has entered into a contract (License Agreement) signed by the vendor and the National President or Executive Director of Delta, authorizing the vendor to use Delta’s Marks on merchandise to be manufactured and advertised, displayed and sold or otherwise distributed (“marketed”) and b) who receive a License Certificate issued and executed by Delta (“Certificate”). Individuals and businesses that make goods bearing Delta’s Marks for no more than four distribution channels (meaning Licensee makes goods for more than 4 other individuals or businesses that sell Delta branded merchandise) are considered Certified Manufacturer Licensees *not* Certified Vendor Licensees and must contact Delta individually for specific license requirements. Owners of or suppliers to college bookstores; or stores, franchises, chains of stores or companies that cater to Universities or Colleges are *not* considered Certified Vendor Licensees and *must* contact Delta individually for specific license requirements.

TERMS; FEES; RULES AND REGULATIONS

3. **Certified Vendors.** Certified Vendors receive a two-year license and pay a total fee of \$2,000. They are authorized to design, manufacture, and market Mark-Bearing Merchandise (as identified in **Schedules A** and **B** of the License Agreement) pursuant to the License Agreement.

- 3.1 Certified Vendors supply and sell manufactured goods but cannot be defined as Certified Vendor Manufacturers, University/College bookstore owners, University/College bookstore suppliers or University/College bookstore distributors. Owners of or suppliers to college bookstores, stores, franchises, chains of stores or companies that cater to Universities or Colleges are not considered Certified Vendor Licensees and must contact Delta individually for specific license requirements
 - 3.2 As articulated in clause 2 in the Definitions section above, the Certified Vendor Manufacturers shall be subject to the fee arrangements and payment terms enumerated in the Manufacturer License Agreement. For the avoidance of doubt, Certified Vendor Manufacturers are required to contact Delta individually for specific license requirements.
4. **Appropriate Venues.** Certified Vendors may sell Mark-Bearing Merchandise at approved functions (“Approved Functions”). Approved Functions include Regional Conferences, National Conventions, and/or other Sorority-approved Exhibit Trade Shows or venues. If you are not sure whether a function is approved, you should contact Delta Intellectual Property (IP) Specialist Nicole Lenon Johnson to find out.
5. **Inappropriate Venues.** Marketing Mark-Bearing Merchandise in hotel rooms or other non-designated public spaces during any Approved Function is strictly prohibited. A License may be terminated if it is determined that the Licensee has been or is selling from such sites without permission.
6. **License Non-Transferable.** In no event shall any Licensee sell, transfer or assign its/his/her License or rights under the License Agreement to any other individual, partnership(s), joint venture, for profit business corporation, non-profit organization, or any other entity, without written consent from the Sorority. Violation of this policy will lead to termination of the License and the authorizing License Agreement and may result in other legal actions, at the discretion of the Sorority.
7. **Merchandise Approval Required.** Licensees are authorized to sell only merchandise that Delta has approved in writing. The Sorority reserves the right to terminate the License of any Licensee that violates the License Agreement or Delta’s policies and procedures.
8. **Quality of Merchandise.** All Mark-Bearing Merchandise shall be of good quality and shall be presented in good taste and consistent with the highest professional standards. Samples of all merchandise to be marketed must be submitted to and approved by Delta in writing before any marketing or sale of such merchandise.
9. **Delivery of Merchandise.** All Mark-Bearing Merchandise must be delivered to the buyer within fourteen (14) business days of purchase. The Sorority reserves the right to terminate

the License of any Licensee that receives five (5) or more written buyer complaints per year regarding the failure to adhere to this provision.

10. **Non-Disparagement of Other Fraternal Organizations.** The Sorority will not allow at any Delta event the sale or display of merchandise that disparages other fraternal or social organizations in any way, including the use of negative images, terms, phrases, or sayings on the merchandise.
11. **Specifications for Using Delta's Marks.**
 - 11.1 **Use of Delta's Name.** No Licensee shall use the name Delta Sigma Theta Sorority, Inc., or any derivative or shortened version of it or any other Delta Mark along with sayings, phrases, or artistic renditions, unless otherwise agreed to by the Parties in writing.
 - 11.2 **No Unauthorized Use of Images of Delta's Founders.** No Licensee shall use any image of or name of any Founder of Delta on any merchandise, unless otherwise agreed to by Parties in writing. Approval to be given on a case by case basis. Vendors should note that neither the Founders' pictures or names shall ever be used casually, such as on T-shirts or other clothing, tote bags, puzzles, screen savers, umbrellas, rugs, throws or afghans, or related types of items.
 - 11.3 **Use of Greek Letters.** The Greek letters of Delta Sigma Theta should always be of equal proportion. They should not be distorted.
 - 11.4 **Use of Images Associated with Delta.** The elephant and duck are not official symbols of Delta and should not be used with Delta's Marks or with Delta's name.
 - 11.5 **Use of Fortitude.** No Licensee shall modify "Lady Fortitude" (the image) by altering any portion of the design including adding additional wording, images or clip art including, a bouquet of violets, wreaths, etc.
12. **No Internet Sales.** Licensees shall not sell Mark-Bearing Merchandise through the Internet or via other software or software applications, unless approved by Delta separately in advance and in writing.
13. **Licensee Must Verify Status of Purchasers.** Certified Vendor Manufacturers must verify that sales of Mark-Bearing Merchandise are made to Delta Licensees (either Certified Vendors or Certified Vendor-Manufacturers). Records of sales required to be kept under the License Agreement must reflect such verification.
14. **Sublicensing.** Licensees may not sublicense the use of Delta's Marks unless Delta's National President consents and approves the sublicensing agreement in writing.

15. **Display of License.** The Licensee shall display the Certificate at all times when selling Mark-Bearing Merchandise.
16. **No Degrading Use.** No Delta Marks shall be used on alcohol or tobacco containers, on personal checks, or in casket linings. Delta's Marks shall not be used upon tombstones unless such use is approved in writing in advance by the National President.
17. **No Selling of Subscription Boxes Containing Merchandise Bearing Marks.** Licensee will not market, offer or sell any recurring physical delivery services that distribute Mark Bearing Merchandise on a subscription basis ("Subscription Products").

DELTA'S CUSTOMS AND TRADITIONS

1. The official flower of the Sorority is the Violet. The color of the violet is purple. The African violet and artificial violets are approved substitutes.
2. The official colors of the Sorority are crimson and cream. Red and white are the only acceptable substitutes. The colors for the crest are to be crimson and cream or red and white. Yellow and gold are not appropriate substitutes for cream.
3. The official public motto is "Intelligence is the Torch of Wisdom."
4. Delta's emblem is the Goddess Minerva (Pallas Athena), Goddess of Wisdom.
5. No individual member may authorize the use of the Founders' pictures or of any of Delta's Marks.

LICENSEE CODE OF CONDUCT

As a Licensee of Delta Sigma Theta Sorority, Incorporated, you are expected to:

- Maintain the highest standards of professional and personal conduct;
- Supply the best quality materials and items for sale to Sorority members;
- Deliver Mark-Bearing Merchandise to buyers within 14 business days of purchase
- Refrain from any type of inappropriate or unwelcome solicitation during Sorority sponsored events;
- Comply with rules and regulations established by the Sorority;
- Comply with the terms of the License Agreement;
- Verify that any manufacturer or vendor offering you any Mark-Bearing Merchandise for purchase, sale, or resale is a Licensee.
- Contact Delta's Office of Legal Affairs (IP@DeltaSigmaTheta.org) at any time you have questions or need clarification regarding any matter related to being a Licensee.