

NOTICE TO ALL VENDORS: REMINDER OF LICENSE RESTRICTIONS

As you know, you have entered into a License Agreement (“Agreement”) with Delta Sigma Theta Sorority, Incorporated (“Delta”) that grants you the right to market merchandise using Delta’s trademarks, service marks, and trade dress (collectively “Marks”), with certain limitations. The limitations are detailed in the Agreement, which incorporates and references Delta’s Operating Guidelines and Code of Conduct for Vendors (“Code of Conduct”). One limitation is that the Agreement expressly prohibits vendors from selling or marketing “paraphernalia or merchandise imprinted, emblazoned, embossed, or stamped with Delta’s Marks through *catalogues, Internet, social networking sites, other mail order systems, or other mechanisms that are available to the general public.*” CODE OF CONDUCT ¶ 9. Section 3 of the Agreement also prohibits sales by catalogue or on the internet.

Notwithstanding the restrictions in the Agreement, some vendors have websites that display images of items bearing Delta’s Marks, or that make reference to the offline availability of items bearing Delta’s Marks, but do not allow prospective customers to complete purchase of the materials via the internet. For example, the site may direct prospective customers to call for pricing of items and to order the items. *Any such system is nonetheless contrary to the License Agreement* because it constitutes “marketing” or advertising the merchandise contrary to the terms of the Agreement.

Delta’s practice has been to address this by pursuing individual violators. While Delta will continue to pursue individual violators, because attempts to evade the terms of the Agreement are proliferating, Delta is taking this extraordinary step to remind all vendors of the license restrictions. **Thus, be advised, effective as of the date of this notice, any vendor who does not comply strictly with the terms of the Agreement will be sanctioned appropriately, pursuant to Section 13 of the Agreement and any other available remedy. The “other” remedy could include legal action for willfully misusing Delta’s Marks and violating the terms of the Agreement.**