



DELTA PSI RHO SORORITY, INC.

OPERATING GUIDELINES AND CODE OF CONDUCT FOR LICENSEES

Delta Psi Rho Sorority, Incorporated (“DPR” 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 DPR’s policies concerning the design, manufacture, advertisement, and/or sale of any merchandise imprinted, emblazoned, embossed, or stamped with (collectively “bearing”) DPR’s trademarks or service marks (collectively “Marks”). Any questions about the policies expressed in this Licensee Code should be directed to [**vendor@communicationsatdpr.com**](mailto:vendor@communicationsatdpr.com).

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.

DEFINITIONS

1. Licensees under this Agreement are Certified Vendors.
2. Certified Vendor Licensees are those individuals and businesses a) with whom DPR has entered into a contract (License Agreement) signed by the vendor and an authorized officer of the Sorority, authorizing the vendor to use DPR’s Marks on merchandise to be manufactured and advertised, displayed and sold or otherwise distributed (“marketed”) and b) who receive a License Certificate and Seal issued and executed by DPR (“Certificate”).

TERMS; FEES: RULES AND REGULATIONS

3. **2025-2026 Certified Vendor Fees.** The term of this Agreement and the Associated License hereby granted shall be effective from October 1st, 2025 to September 30th, 2026 unless sooner terminated pursuant to the “Termination” provisions set forth in this Agreement, at which point all rights licensed hereby shall cease immediately.

Verified Financial Members of Delta Psi Rho Sorority, Inc.

Existing (Renewal): \$350.00

New (Prophyte): \$450.00

New (Neophyte): \$550.00

Non-Members (including former members)

Existing (Renewal): \$500.00

New: \$650.00

Manufacturers

Annual Fee: \$1250.00

Royalties: 5% of total sales per quarter

- 3.1. Certified Vendors supply and sell manufactured goods but cannot be defined as an owner of franchises or chains of stores or companies that mass produce and distribute.

- 3.2. 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 DPR individually for specific license requirements.
4. **Business Ownership Verification.** Licensees must provide valid proof of business ownership as part of the application process. This requirement ensures that all vendors are operating legitimate, registered businesses and that the individual applying has the legal authority to enter into a licensing agreement on behalf of the business.
- 4.1. Accepted Forms of Proof Include (but are not limited to):
- Business license or registration certificate
 - Articles of incorporation or organization (LLC, S-Corp, etc.)
 - State-issued certificate of good standing
 - IRS EIN confirmation letter
 - Operating agreement or partnership agreement listing applicant as an owner
 - Seller's permit or resale certificate in applicant's name or business name
- 4.2. Failure to submit sufficient and verifiable proof of ownership may result in:
- Application denial
 - Delayed processing or review
 - Ineligibility for certification
 - Revocation of vendor status if discovered post-approval
- 4.3. Ongoing Compliance - Licensees are required to notify Vendor Relations of any changes to business structure or ownership status during the term of certification. Updated documentation may be requested at any time.
- 4.4. No Use of Unauthorized Company Names. The use by Licensee of any company name other than or in addition to that provided in this Agreement must be approved by modification of this Agreement. Licensee's use of any company name not disclosed in this Agreement shall constitute a breach of this Agreement, which may result in termination of this Agreement and prosecution for breach of contract, trademark infringement, and related infractions.
5. **Proof of Insurance.** Obtain a minimum of \$2 million in the aggregate and \$1 million per occurrence, including product liability and other coverage. The Certificate of Insurance must name Delta Psi Rho Sorority Inc. as an additional insured. Insurance is required to help protect the licensee and the Sorority in the case of any claims of damages or defects related to the licensed merchandise, as well as other liability claims. All licensees, regardless of products or potential risk, are required to obtain this insurance, and may be required to obtain additional coverage beyond the minimum level.
6. **Appropriate Venues.** Certified Vendors may sell Mark-Bearing Merchandise at approved functions ("Approved Functions"). Approved Functions include MIP, Neophyte Presentation, Boule, and/or other Sorority-approved Exhibit Trade Shows or venues. If you are not sure whether a function is approved, you should contact vendor@communicationsatdpr.com.
7. **Inappropriate Venues.** Marketing Mark-Bearing Merchandise in non-designated 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.
8. **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.

9. **Merchandise Approval Required.** Licensees are authorized to sell only merchandise that DPR has approved in writing. Licensees are required to upload a photo or rendering of each item it intends to sell per category. Licensees must also verify that the items it intends to sell are those of its own design and/or that they have permission to sell the items whose unique design belongs to another vendor. Using or misusing the designs and/or goods belonging to another vendor may result in a fine, suspension and/or termination of your license. The Sorority reserves the right to terminate the License of any Licensee that violates the License Agreement or DPR's policies and procedures.
10. **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. DPR reserves the right to request the submission of samples of marketed merchandise for inspection and written approval by DPR before or during any marketing or sale of such merchandise.
11. **Delivery of Merchandise.** All Mark-Bearing Merchandise must be delivered to the buyer within twenty (20) 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. All advertised pre-sales must be delivered within 60 calendar days of processed payment.
12. **Non-Disparagement of Other Fraternal Organizations.** The Sorority will not allow 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.
13. **Specifications for Using DPR's Marks.** No Licensee shall use the name Delta Psi Rho 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.
 - 13.1. Use of Greek Letters. The Greek letters of Delta Psi Rho should not be distorted.
 - 13.2. Use of Other Marks. No Licensee shall use (including alter) the likeness of any licensed trademark as a representation of DPR. (e.g., Mickey Mouse, Grinch, Nike, etc.)
14. **No Digital Sales.** Licensees shall not sell digital Mark-Bearing files through the Internet (e.g., Etsy, Creative Fabrica, etc.) or via other software or software applications.
15. **Licensee Must Verify Status of Purchasers.** Certified Vendor Manufacturers must verify that sales of Mark-Bearing Merchandise are made to DPR Licensees (either Certified Vendors or Certified Vendor-Manufacturers). Records of sales required to be kept under the License Agreement must reflect such verification.
16. **Sublicensing.** Licensees may not sublicense the use of DPR's Marks without consent and approval of the sublicensing agreement in writing. Must contact vendor@communicationsatdpr.com.
17. **Display of License.** The Licensee shall always display the Certificate or Seal when selling Mark-Bearing Merchandise.
18. **Regulatory Compliance.** The Licensee shall always abide by all local, state, and federal regulations relevant to your industry.
19. **Data Security & Non-disclosure.** The Licensee must safeguard any confidential information shared by the Sorority and refrain from sharing proprietary information with third parties without explicit consent.
20. **No Degrading Use.** No DPR Marks shall be used on alcohol or tobacco containers, on personal checks, in casket linings or in conjunction with vulgar images or language. DPR's Marks shall not be

used upon tombstones unless such use is approved in writing in advance by contacting vendor@communicationsatdpr.com.

21. **Prohibited Sales – Subscription Boxes.** A recurring (monthly, quarterly, annually) product or service model in which customers are charged in advance to receive a curated selection of goods, typically packaged in a box or bundle, at the selection and discretion of the seller.
22. **The right to sell goods/merchandise bearing the name(s), likeness, or reference to Founders, or Past or Present Grand Basileis is explicitly prohibited without prior separate written permission.**

TERMINATION POLICY AND TERMS

23. **Grounds for Termination.** The Sorority reserves the right to terminate a Certified Vendor's status, deny an application, or cancel an active contract at any time if the vendor engages in any of the following:
 - 23.1. Violation of Program Rules, including but not limited to:
 - Selling unapproved or unauthorized merchandise.
 - Producing products outside the scope of the license.
 - Offering prohibited items (e.g., subscription boxes, counterfeit goods, etc.)
 - 23.2. Intellectual Property Misuse, including but not limited to:
 - Unauthorized use of the Sorority's name, crest, symbols, colors, slogans, or branding.
 - Alteration or distortion of approved branding guidelines.
 - 23.3. Failure to Maintain Business Legitimacy:
 - Inability to provide valid proof of business ownership upon request.
 - Operating without required state or federal business licenses.
 - Operating without appropriate insurance / insurance lapsing.
 - 23.4. Ethics and Conduct Violations:
 - Engaging in fraudulent or deceptive business practices.
 - Conduct that damages the Sorority's reputation or violates community standards.
 - 23.5. Financial Non-Compliance:
 - Failure to pay applicable fees or renew licensing on time.
 - Chargebacks or payment disputes without valid cause.
24. **Termination Process.** The Sorority reserves the right to terminate a Certified Vendor's status, deny an application, or cancel an active contract at any time if the vendor engages in any of the following:
 - 24.1. Written Notice. The Sorority will provide written notice of termination via email and/or certified mail.
 - 24.2. Immediate Termination. In cases involving fraud, IP misuse, or brand damage, termination may be immediate without prior warning.
 - 24.3. Opportunity to Cure. At the Sorority's discretion, licensees may be given up to 10 business days to correct a violation before termination is finalized.
25. **Effects of Termination.** Upon termination:
 - All rights to use the Sorority's name, branding, trademarks, and likeness must cease immediately.
 - All remaining merchandise containing the Sorority's intellectual property must be destroyed or surrendered, unless otherwise authorized in writing.
 - No refunds will be issued for application fees, licensing fees, or other payments made prior to termination.

26. **Voluntary Termination by Vendor.** A Vendors may request to terminate their certification at any time by providing 30 days' written notice to vendor@communicationsatdpr.com. All licensing rights and obligations will end on the effective termination date.
27. **Non-Renewal.** The Sorority reserves the right not to renew any vendor's certification at the end of its term without providing a specific reason.
28. **Survival of Obligations.** Terms relating to intellectual property rights, confidentiality, and outstanding financial obligations will survive termination or expiration of the agreement.

NO WAIVER OR MODIFICATION

29. **No Waiver.** No failure or delay by Delta Psi Rho Sorority, Inc. ("the Sorority") in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude the exercise of any other right, power, or remedy. Any waiver granted by the Sorority must be in writing and signed by an authorized representative. A waiver of any breach or default shall not constitute a waiver of any other or subsequent breach or default.
30. **No Oral Modification.** This Agreement may not be amended, altered, or modified in any way except by a written instrument signed by both the Sorority and the Licensee. Oral statements, informal communications, or implied conduct shall not be deemed to alter or amend any provision of this Agreement.
31. **Binding Effect of Modifications or Waivers.** Any authorized modification or waiver shall be effective only for the specific instance and purpose for which it was given and shall not be construed as a continuing waiver or consent to future actions.

SEVERABILITY

32. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be replaced with a valid provision that most closely reflects the parties' original intent, to the fullest extent permitted by law.

ENTIRE AGREEMENT

This Agreement, together with the Certified Vendor Program guidelines and brand standards, constitutes the entire understanding between the parties and supersedes all prior agreements or representations, whether oral or written, regarding the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Delta Psi Rho Sorority, Inc.
2400 Old Milton Parkway, #184
Alpharetta, GA 30009
Email: info@deltapsirho.com
Phone: 833-DPSIRHO (377-4746)**

X

First and Last Name

8/15/2025