



## BRAND PROTECTION AND LOGO USE - Policies and Procedures

### INTRODUCTION

Established in 1987, P.Q.L., Inc., dba Premium Quality Lighting (“PQL”) is renowned for its high-quality lamps and lighting fixtures. Drawing upon its history, knowledge, and legacy of preeminent design standards, PQL has built an impeccable reputation for providing innovative products for residential and commercial use. PQL therefore, chooses to partner with Distributors who invest meaningfully in promoting our products and educating customers. In addition, to preserve the value of the PQL brands and to properly position PQL products in today’s market, PQL is announcing that, effective October 1, 2020 PQL has instituted the following **Brand Protection and Logo Use Policies** for all PQL distributors located in the United States.

This document contains the brand protection and logo use policies and procedures of PQL. A brand includes a distinctive mark, symbol and/or phrase (tagline) that identifies a product or service as belonging to an organization or manufacturer.

PQL’s intellectual property includes:

- PQL brands and logos
- Company and domain name(s)
- Registered trademarks
- All copyrighted material, including web content, documents, images and videos.

The brand is an integral part of PQL’s intellectual property and is communicated through:

- PQL website, social media, and videos
- Advertising, marketing materials and other publications

The information that follows offers guidance on the proper use of the PQL brand and explains infringement and infractions of use. The information associated with the PQL brand is fully protected under all applicable U.S. Copyright and Trademark Laws.

### BRAND PROTECTION POLICIES

PQL has determined that the following information **should not** be advertised on the internet in any on-line marketing or email promotion:

- The Company name P.Q.L., Inc., PQL or Premium Quality Lighting® or associated logos
- Brand names and associated logos: Superior Life®, Sky-Bite® or Vita-Brite®
- Product part number or model numbers
- Product or technical data sheets

In addition to these trademarks, all content included on or comprising the PQL website including information, data, photographs, graphs, videos, typefaces, graphics, and other material (collectively known as “Content”) is protected by copyright, trademark, or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. Content is copyrighted as a collective work under the U.S. and international copyright laws.

Except as expressly authorized or licensed, you may not copy, modify, remove, publish, or create derivative works from or in any way exploit any of the Content, in whole or in part. All distributors requiring product photos must submit a written request for approval.

Other trademarks on the website, for example but not limited to, UL, ETL, DLC®, Energy Star® and CEE<sup>SM</sup> are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by PQL and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

### POLICY ON NON-CONFORMANCE

PQL has instituted the following “three strike” policy in reference to any deviation in the **Brand Protection and Logo Use Policies**:

- **First Violation:** A first violation will result in an emailed notice from PQL identifying the violation and the required remediation. Any identified violations are to be corrected within twenty-four (24) hours. As proof of remediation, Distributor will send PQL an email with the URL link(s) showing the correction. Failure to correct identified violations may result in the issuance of a second violation notice.
- **Second Violation:** A second violation will result in an emailed notice from PQL identifying the violation and the required remediation. Failure to correct identified violations within twenty-four (24) hours will result in PQL placing a hold on the Distributor’s orders until the violation is corrected. As proof of remediation, Distributor will send PQL an email with the URL link(s) showing the correction.
- **Third Violation:** A third violation will result in an emailed notice from PQL identifying the violation. PQL will cancel all open orders, refuse to accept new orders, and terminate the relationship with the Distributor.

PQL will consider each violation based on its own facts, and any decision by PQL to discontinue the supply of PQL product cannot be appealed. Distributors will have 24 hours from transmission of the e-mail notice to correct any and all identified violations. PQL may unilaterally decide to review a Distributor’s status—including any suspensions or terminations—after an independently determined period of time.