

The IWFA is the trade organization for the Window Film Industry. Members representing Professional Installers, Distributors, Suppliers, Manufacturers, and Individuals, have joined together for the express purpose to support, protect, and expand the window film industry. The IWFA works to make a difference on the issues of restrictive laws, fair rules and regulations regarding the use and application of vehicular, residential and commercial films, as well as providing continuing education and promoting consumer awareness. As a member, you can play a vital role in the IWFA's efforts to promote, grow, and represent the industry and also take advantage of the many member benefits that will help you grow your business.

IWFA POLICIES AND PROCEDURES

Limited License for Use of IWFA Service Marks

Conditioned upon the International Window Film Association's ("the IWFA's" or "Licensor's") Board of Directors accepting your application for membership, which it may accept or reject in its sole discretion, Licensor grants as a benefit of membership, and Licensee accepts, a limited license (the "Service Mark License") to display the Marks solely as means to recognize and promote Licensee's membership in the IWFA. In consideration for the commitments to which you agree to be bound, which are set forth below in this License Agreement, the IWFA will include in the member packet, and will make available at your request additional such materials, including electronic media, various stickers, pins, decals and other indicia of the registered service marks of the IWFA (the "Marks"), for your use in identifying your company ("you" or "Licensee") as an IWFA member.

- A. In exchange for the right to display the Marks, Licensee agrees as follows:
1. Licensor retains and holds all right, title and interest in the Marks, and holds the exclusive right to control the Marks.
 2. Licensee recognizes the great value of the goodwill that the IWFA has developed in the Marks, and that the Marks have secondary meaning in the mind of the public.
 3. Licensee shall not do or permit to be done any act or thing that might in any way impair the goodwill or other rights of Licensor in the Marks, or that might otherwise prejudice or damage the goodwill in the Marks or the reputation of the IWFA. By way of example and not limitation, the following would be deemed to both impair the goodwill of the Marks and damage the reputation of the IWFA:
 - a. Displaying the Marks in conjunction with advertising or promotional statements that are false or misleading;
 - b. Using the Marks to show affiliation with or membership in IWFA by a Licensee which engages in deceptive conduct detrimental to consumers, such as false advertising or counterfeiting; and

- c. Using the Marks to show affiliation with or membership in IWFA by a Licensee which violates the applicable tint laws in the local jurisdiction(s) in which the Licensee operates.
 4. Licensee will not, at any time, attack the title or any rights of Licensor in and to the Marks or attack the validity of this limited license.
 5. Licensee may use the Marks on or in connection with only those products produced by and bearing the brand name of an IWFA member. Similarly, Licensee may use the Marks in connection with only those services offered or provided under the brand name of an IWFA member. If an IWFA member provides both services and products, but the products were produced by a non-member, the Marks may only be used in conjunction with the sale or promotion of the services and may not be used in connection with the sale or promotion of the products. Accordingly, under such circumstances, a member may not, for example, affix the Marks to product packaging, spec sheets or advertising for products not made by an IWFA member, even if a member is offering or providing ancillary services, such as installation services, in connection with the non-member's products.
 6. Licensee will not transfer, alter, redesign, assign, mortgage, sublicense, or otherwise encumber the Marks without the express written consent of the IWFA. Accordingly, and by way of example and not limitation, Licensee cannot, without prior written permission from IWFA:
 - a. authorize any other party, in particular parties which are not members of the IWFA, to use the Marks;
 - b. use the Marks in such a way as to suggest or imply that products produced by a non-member were produced by an IWFA member company; or
 - c. provide to any company or business to which Licensee sells products any marketing or promotional materials bearing the Marks for use by that customer in connection with the sale or resale of the products bearing the brand or trade name of a company or business that is not a member in the IWFA.
- B. Licensee further agrees that upon termination of your membership in the IWFA, you will cease display or other use of the Marks, and immediately return all indicia of the Marks to the IWFA. In addition, notwithstanding Licensee's membership in the IWFA, Licensee agrees that it will cease and desist from using the Marks if requested to do so by the IWFA, which IWFA may do in its sole discretion, for among other reasons, Licensee's failure to comply with the terms and conditions set out in this License. Moreover, Licensee agrees and acknowledges that any misuse or unauthorized use of the Marks, including but not limited to the misuses specified herein, by Licensee will be grounds for the IWFA to terminate your membership or reject a renewal application for membership in the IWFA, regardless of whether such misuse occurred before or after Licensee became an IWFA member.
- C. Licensee acknowledges and agrees that, in the event that Licensee fails to comply with its obligations set out in this License Agreement or misuses the Marks in any way, money damages would be inadequate to remedy the harm to the IWFA and the goodwill in the Marks.

Adopted by IWFA's Board of Directors
December 13, 2016

Accordingly, upon request by Licensor, Licensee agrees that it will and does hereby stipulate to an injunction preventing Licensee from further using or displaying the Marks.

IWFA ANTITRUST POLICY & GUIDELINES

Adopted by the IWFA Board of Directors, December 13, 2016

All **IWFA** members should be sensitive to the fact that federal and state antitrust laws in the United States as well as antitrust and competition laws outside the United States apply to trade association activities as well as to members' conduct undertaken in conjunction with or related to association events or activities. Trade association activities have the potential to create anti-competitive environments and therefore, can be subject to strict scrutiny under both federal and state laws in the United States and in other jurisdictions around the world. Accordingly, each IWFA member must be alert to legal issues that may arise in connection with its participation in the Association's activities. These Guidelines briefly summarize the Antitrust Guidelines and Compliance Rules that govern and apply to IWFA events and activities and members' conduct while participating in such events and activities.

A member that engages in conduct that conflicts with these Antitrust Guidelines will expose not only itself but also the IWFA and other IWFA members to antitrust or other legal risks. Therefore, members that engage in conduct that conflict with or are inconsistent with the Antitrust Guidelines & Compliance Rules set out below may be subject to penalty. The IWFA Board of Directors, in its sole discretion, may impose one or more of the following penalties upon such non-compliant member, including but not limited to: (1) suspension of the member's IWFA membership; (2) termination of the member's IWFA membership; (3) suspension of the member's membership rights and ability to participate in certain IWFA events, activities, or meetings; or (4) mandatory antitrust compliance training for which the member will be required to reimburse the IWFA for any expense.

Certain practices and activities relating to a trade association's activities areas are often seen as problem areas. Members should know and recognize these areas and, as a prophylactic measure, conduct themselves as follows:

- Meetings of members should take place only under a pre-approved agenda and discussion should adhere strictly to only those items on the agenda.
- Members should not engage in discussions or activities which may give, tend to give, or give the perception of:
 - *fixing or restricting prices;*
 - *allocating markets, sales territories or customers;*
 - *boycotting specific products;*
 - *refusing to deal with certain suppliers or customers;*
 - *limiting production or availability of products or services;*
 - *hindering or disparaging the competitive efforts of non-members;*
 - *coercing or encouraging members to refrain from competing;*
 - *limiting, impeding or excluding anyone from manufacture, production, or sale of goods or services;*
 - *promulgating or encouraging unfair or misleading practices; and/or*
 - *conditioning or tying the purchase of one product to another.*

- To avoid such perceptions, absent prior legal guidance and clearance, there should be no presentation, discussion, or dissemination of documents to IWFA members or during IWFA events or activities, whether relating to any particular company or to the window film industry in general, regarding the following subjects:
 - future, current, or recent (*i.e.*, within the last 90 days) prices, price changes, price quotations, pricing policies or philosophies, price differentials, markups, discounts, allowances, etc.;
 - this applies to any significant element of price, such as freight, credit, warranties, terms and conditions of sale, and the like;
 - this applies to any products over which the audience members may have pricing authority control;
 - future, current, or recent (*i.e.*, within the last 90 days) output, capacity, inventory levels or costs (including production, down-time, inventory, distribution, or wage, salary or benefits cost);
 - the customers to whom a specific company does or does not sell, the territories in which a specific company does or does not sell, or the product categories which a specific company does or does not sell;
 - refusals to do business with particular customers, suppliers, or competitors, or the suggestion that such a refusal (“boycott”) might be appropriate or desirable;
 - the amount that a specific company pays for good or services; or
 - business or marketing plans concerning, for example, the future production, distribution or marketing of particular products; or any other statistics or data pertaining to a particular company’s business operations.

These Guidelines are not intended to provide a comprehensive summary of all antitrust problem areas and related matters. It is only a reminder of **IWFA** member responsibilities under the U.S. antitrust laws to which all participants are bound to uphold, particularly in conjunction with IWFA events and activities. Each member is encouraged to consult with counsel, whenever any question arises, as to the propriety of any action, proposal, or other matters relating to the Association's activities.

IWFA ADVERTISING POLICY

Adopted by the IWFA Board of Directors, December 13, 2016

False or misleading advertising disseminated by companies and businesses participating in the window film industry in the United States and around the world may undermine the public confidence in the industry and undermine the IWFA's objectives to promote and grow the window film industry by, for example, serving as a source to which the media, government entities, and consumers can turn for accurate and objective information about window film generally. The IWFA therefore adopts this Advertising Policy and the incorporated Advertising Guidelines. This Policy, including the Advertising Guidelines, sets forth general principles that will assist members in identifying the types of representations and product claims that may violate or raise concerns under the false advertising laws in jurisdictions throughout North America, Europe, and Asia. The Guidelines do not provide a comprehensive list of conduct or representations that may be considered false or misleading advertising. IWFA recommends, therefore, that members with questions about the validity of their advertised claims should consult their legal counsel or, to the extent they are distributor or dealer members, their manufacturer's representatives.

All IWFA members are expected to conduct themselves ethically in connection with both their IWFA activities and their business operations. False or misleading advertising, in particular, represents a type of unethical conduct that can harm not just consumers, but the reputation of the industry as a whole. Generally and for purposes of this Policy, false or misleading advertising will be considered to be any explicit or implicit representation that is: (a) false or misleading, (b) reasonable for a customer or potential customer to rely upon, and (c) material in the sense that it affects the customer's or potential customer's purchasing decision. In addition, any objective and verifiable claim about product performance (*e.g.*, visible light transmittance percentages or solar heat gain coefficient measurements) will be deemed false or misleading unless reasonable substantiation exists for the claim *before* the advertiser incorporates the claim into its marketing and promotional content. This definition and guidance are consistent with the laws in the United States, the Europe Union, and elsewhere and the guidance issued by the authorities in these jurisdictions. See for example Federal Trade Commission, *Policy Statement on Deception*, October 14, 1983 available at <https://www.ftc.gov/public-statements/1983/10/ftc-policy-statement-deception>; European Commission, *Directive on Misleading and Comparative Advertising*, Directive 2006/114/EC of the European Parliament and of the Council of 12 December 2006, Official Journal of the European Union available at http://ec.europa.eu/consumers/consumer_rights/unfair-trade/false-advertising/index_en.htm.

The IWFA has held itself out to the media, the consuming public, and government agencies, including law enforcement and regulatory agencies, as an objective and accurate source for information about window film and the window film industry. It therefore would be particularly detrimental to the IWFA and its efforts to promote and grow the window film industry if its members, which have a limited license to display the IWFA to identify and promote themselves as an IWFA member, engage in illegal conduct involving deceit, including false or misleading advertising about window film products.

Accordingly, any IWFA member that engages in any illegal conduct involving deceit, including but not limited to false or misleading advertising, counterfeiting, unauthorized or misleading use of the IWFA Service

Marks, falsification of product specifications or government licenses, etc., may be subject to penalty under this Policy. The IWFA Board of Directors, in its sole discretion, may impose one or more of the following penalties upon a member found to have engaged in false or misleading advertising or any illegal conduct involving deceit: (1) suspension of the member's IWFA membership; (2) termination of the member's IWFA membership; (3) suspension of the member's limited license to the IWFA Service Marks; and (4) revocation of the member's license to the IWFA's Service Marks. The IWFA Board of Directors may also report any offending member to the relevant law enforcement or regulatory authorities. In the event of suspension or termination of a member's IWFA membership, all monies paid to the IWFA shall be deemed to be earned and nonrefundable. IWFA therefore will not reimburse any such monies already paid by the member to IWFA even if the dues, fees, or other payments were made in consideration for membership during a timeframe which has not yet ended.

IWFA Advertising Guidelines

The Guidelines set out below provide insight into certain types of advertising and promotional activities that will likely be considered false or misleading as well as others that will likely be considered legitimate and consistent with IWFA's Advertising Policy. Compliance with the following guidelines will reduce the possibility that an advertisement will be found to be false or misleading and thus reduce the possibility that a member will violate this Advertising Policy:

- A.** Clearly and accurately communicate all claims regarding window film attributes. Ensure that each representation, whether express or implied, is substantiated.
- B.** Do not overstate the protective qualities of window film or the implications of satisfying building codes. For example:
 - 1) Avoid using the term "proof" in window film advertisements such as "hurricane proof" "earthquake proof", or "bullet proof." Such terms likely will be interpreted as claiming that window film will protect against all eventualities in any hurricane, earthquake, or when penetrated by a bullet. Rather, it is permissible, for example, to advertise that properly-installed window film can reduce damage caused by broken glass during windstorms, reduce the rate of glass fragments falling from windows during earthquakes, or offer more protection from broken glass fragments during other types of glass breakage events, such as impacts or explosive events compared to a window with no film applied.
 - 2) Also, do not advertise that window film is "earthquake safe" because it satisfies local building codes. It is proper, for example, to advertise that the film satisfies local building codes, but satisfaction of those codes does not certify the film is "safe" in earthquakes of all magnitudes and against all flying debris during those earthquakes.

- C.** Ensure that general claims regarding the protective quality of film are applicable to the typical consumer, not a particular limited class or type of consumer.
- D.** Do not use pictures or other visual images that create a misleading impression in the minds of viewers.
- E.** Advertisements should not contain claims that are inconsistent with product labeling, or use, or installation instructions.
- F.** Do not use comparative terms such as "film is safer" without accurately providing a reference to what the film is safer than.

 - 1) Such unqualified language will be interpreted broadly and likely will be deemed false or misleading unless the claims are true under all circumstances, and there exists adequate substantiation to support the broad claims at the time they are made. For example, the unqualified language "window film makes windows safer in storms" likely will be interpreted as claiming that window film offers greater protection against storm damage than all other products on the market, including even windows made for storm protection.
 - 2) Comparative claims will not be deemed false or misleading, however, if they are qualified and the qualified claims are accurate and substantiated at the time they are published. For example, "film is safer" may be qualified by explaining that if windows shatter in a bad weather event, less damage to property or persons may occur when film is applied to a window as compared to a standard window with no film applied. Additionally, visual portrayals and pictures can be used to clarify the text of a claim if the text and images, when taken in the context of the entire advertisement, are accurate and substantiated.
- G.** When relying on tests or studies in an advertisement, do not misrepresent the purpose, quality, content, or conclusion of such test or study, and do not make any statement that is inconsistent with the results or general conclusions of any such test or study.

 - 1) For example, do not explicitly or impliedly claim that satisfaction of a test to determine whether a window film complies with a particular building code also determines the window film is earthquake or windstorm safe. Such a claim likely is an overstatement of the purpose and conclusion of that test.
 - 2) It is permissible to advertise that a particular film has achieved certain test scores or standards under particular test conditions. It is not permissible, however, to explicitly or impliedly suggest that these performance standards will be met under any condition other than those included in the test. It is also impermissible to modify products to attain a

higher test score and to advertise that an unmodified product might have achieved the same score.

- 3) Unconventional product testing methodologies may produce misleading product performance results. Advertising claims based on unconventional testing methodologies must certainly be considered suspect and likely would be deemed false or misleading. Certainly, using such methodologies with the purpose and intent to support unfounded or exaggerated product performance claims would violate this Advertising Policy.
 - a) The IWFA has identified various product testing standards that have been promulgated by reputable standard setting organizations, are commonly used in the window film industry, and are endorsed by IWFA as credible and reliable testing methodologies. The endorsed testing standards, and effective dates for the endorsed standards, may be found in the International Window Film Association's Endorsed Testing Standards ("Endorsed Standards"), which the Board of Directors or its designee may update and revise from time to time and which are attached as Exhibit A to these Policies and Procedures.
 - b) A member will be deemed to have complied with the IWFA Advertising Policy if it bases advertising or promotional claims about a window film product's properties, attributes, or performance on testing conducted pursuant to one of the standards identified on the list of the Endorsed Standards in effect at the time the member makes the particular advertising or promotional claim, the tests were reasonably and properly conducted, and the results of such testing and the corresponding advertising claims can be replicated and substantiated by others. For testing and test results to be considered reasonable and proper, the testing must be conducted under general and normal, not unusual or particular, conditions in which the window film is typically used by the customer.
 - c) If a member uses other testing methodology other than those incorporated into the Endorsed Standards as support and substantiation for any advertising or promotional claims or representations about product properties, attributes, or performance, such claims or representations will be considered suspect. If questioned, a member will bear the burden to establish that the alternative testing methodology is credible and reliable and that testing conducted under the alternative methodology adequately substantiated the relevant claims about the product. The IWFA Board of Directors, in its sole discretion, may determine whether the alternative testing methodology is credible and reliable and the tests conducted adequately substantiate the advertising at issue. If necessary or desirable, *e.g.*, to avoid confidentiality or competitive concerns, the Board may delegate the matter to an independent and objective third-party for consideration and a determination.

- H.** Do not advertise, without qualification, that certain window film is in compliance with state law. Such a claim fails to inform consumers that federal law and local building codes may be applicable to the application of window film and the failure to disclose such information may be deemed to be a material or intentional omission and, therefore, constitute a false or misleading representation.
- I.** As with any other claim, advertisements containing comparisons between the advertiser's product and a competitor's product must be based on prior substantiation for the comparative claims. Tests substantiating such comparisons should apply under general and normal, not unusual or particular, conditions under which the window film is used.
- J.** As to product superiority claims, emphasize only those features that are significantly superior, do not stress insignificant differences that will cause consumers to draw false or misleading conclusions about produce superiority.
 - 1) Superiority claims are not false or misleading if there is a material difference in an aspect of a product's performance that consumers find meaningful and there is substantiation for the claim.
 - 2) Superiority claims cannot be based on minute technical differences in test results. For example, a security film advertisement likely would be found to be false or misleading if the superiority claim were based on a slight difference in test results that did not translate into an effective increase in protection to the consumer or the consumer's property.
- K.** Ensure that there is substantiation establishing a reasonable basis prior to making any performance or other objective claim about a product.
 - 1) Maintain files and records of information substantiating any claim.
 - 2) Ensure that substantiation is current with the state of knowledge at the time the advertisement is published.

MEMBERSHIP ELIGIBILITY & GENERAL TERMS OF MEMBERSHIP

Adopted by the IWFA Board of Directors, December 13, 2016

As an applicant for membership in the IWFA, you (“you” or “Applicant”) acknowledge and agree that you may be denied membership in the IWFA, or your membership in the IWFA may be properly suspended or terminated, if the IWFA Board of Directors, in its sole discretion, determines that Applicant conducts or has conducted its business or activities in a manner that are inconsistent or in conflict with any Policies & Procedures applicable to members in the IWFA. Similarly, you acknowledge and agree that you may be properly denied membership in the IWFA, or your membership in the IWFA may be properly suspended or terminated, if the IWFA Board of Directors, in its sole discretion, determines that Applicant engages or has engaged in conduct detrimental to or in conflict with the best interests of either the IWFA or the window film industry generally.

You further agree and acknowledge that, in the event that your membership in the IWFA is suspended or terminated, all monies paid to the IWFA shall be deemed to be earned and nonrefundable. IWFA therefore will not reimburse any such monies already paid by the member to IWFA even if the dues, fees, or other payments were made in consideration for membership during a timeframe which has not yet ended.

Whether or not you become an IWFA member, you further agree that any legal action, suit, or proceeding that you initiate either relating to your application to join the IWFA (including the IWFA Board of Director's consideration, rejection, acceptance, deferral, suspension, or any other action upon your application) or in any way arising from the IWFA's Policies & Procedures (including any obligation imposed by or enforcement of the Service Mark License, the IWFA Antitrust Policy & Guidelines, the IWFA Advertising Policy, or the Membership Eligibility & General Terms of Membership) must be brought solely and exclusively in the state or federal courts located in the State of Delaware, United States of America. You also agree that you irrevocably accept and submit to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally, with respect to any action, suit, or proceeding brought by you against the IWFA or against you by the IWFA. You further irrevocably consent to the service of process from any of the aforesaid courts, effected by mailing copies thereof by registered or certified mail, postage prepaid, to you at the address that you submit to the IWFA in your membership application, with such service of process to become effective thirty (30) days after such mailing.