

FUJIFILM U.S.A., INC.
 AUTHORIZED PRO DIGITAL CAMERA
 DEALER RESELLER CERTIFICATION
 FAX TO: 914-789-8180



RESELLER ACCOUNT NUMBER _____

KEY CONTACT _____

LEGAL BUSINESS NAME _____

LEGAL BUSINESS ADDRESS _____

DBA(s) _____

CITY, STATE, ZIP _____

PHONE _____ FAX _____

KEY CONTACT E-MAIL _____

BACKUP CONTACT E-MAIL _____

COMPANY WEBSITE ADDRESS _____

FOR ADDITINOAL RETAIL LOCATION ADDRESSES, PLEASE LIST IN A SEPARATE LETTER

You may apply to be a Pro Digital Camera Authorized Dealer. If accepted by FUJIFILM U.S.A., Inc. (“Fujifilm”) as a Pro Digital Camera Authorized Dealer, you will be entitled to receive any marketing support materials that Fujifilm elects to make available to such authorized dealers. Pro Digital Camera Authorized Dealers will also be entitled to participate in any incentive programs which Fujifilm may offer to such authorized dealers from time to time in its sole discretion. Marketing support materials may include access to point of purchase and other materials, which can be ordered via our web site (www.fuji-sales.com) or by phone during normal working hours. Pro Digital Camera Authorized Dealers will have access to any product shots and logos that may become available via a secure internet portal service (www.fujifilm.com/prodigportal). You will also receive a special seal indicating that you are an authorized dealer that may be posted in-store, in ads, and on the Internet in accordance with any rules and policies promulgated by Fujifilm from time to time. **A PRO DIGITAL CAMERA AUTHORIZED DEALER DESIGNATION DOES NOT AUTHORIZE YOU TO BE A DISTRIBUTOR.**

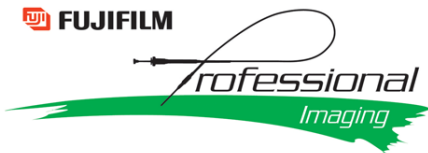
REQUIREMENTS OF AUTHORIZATION

1. You must provide monthly unit sales and inventory data concerning Fujifilm products.
2. You must use accurate and current Fujifilm product shots, logos and product information in all advertisements and in-store sales materials.
3. You must comply with Fujifilm’s product return policy.
4. You must not post any confidential or non-public Fujifilm product information or pre-product announcement information related to Fujifilm products on your web site or in newsletters without the prior written consent of Fujifilm, regardless of whether such information is posted or published by others in contravention of this provision or otherwise without the consent of Fujifilm.
5. You must not disassemble Fujifilm promotions kits intended to be sold whole and intact to end users and resell the components without the prior written consent of Fujifilm.

In order to become a Pro Digital Camera Authorized Dealer, you hereby agree to comply with provisions of this reseller certification as well as any rules and requirements of Fujifilm that are in effect from time to time, including those set forth on www.fujifilm.com/prodigportal. Authorized dealers that comply with all Fujifilm rules and requirements may be included in our Fujifilm customer service database and displayed on our dealer search utility on our web site as a recommended reseller of Fujifilm Digital Products.

Consumer complaints against any authorized dealer, in particular complaints indicating any intent to defraud or deceive the Consumer, will be fully investigated. Any conduct by an authorized dealer deemed by Fujifilm, in its sole discretion, as an act to defraud or deceive the Consumer or unreasonably inconsistent with standard business practices is a violation of this certification.

It is understood that Fujifilm is under no obligation to provide any specific benefits or incentives. The benefits provided to authorized dealers shall be made available by Fujifilm in its sole discretion and in accordance with any limitations, policies, rules or requirements that may be issued by Fujifilm from time to time. In the event that an authorized dealer breaches this reseller certification or fails to comply with Fujifilm’s policies, rules and requirements, Fujifilm shall have the right to terminate Reseller’s authorized dealer status and/or require the authorized dealer to reimburse Fujifilm for the value of any incentives that may have been provided to such authorized dealer pursuant to this reseller certification.



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FUJIFILM INFRARED AND ULTRAVIOLET MODIFIED CAMERAS

Fujifilm’s Infrared and Ultraviolet sensitive digital cameras are in limited supply and therefore Fujifilm must restrict the resale of the cameras to those end users who can best profit from the use of the cameras. As a condition to your certification as a Pro Digital Camera Authorized Dealer, you agree to resell Fujifilm Infrared or Ultraviolet sensitive digital cameras ONLY to the Professional Portrait, Wedding, Fine Art, Medical, Forensic, Fire Investigative, Law Enforcement, Scientific, Systems Integrators, Local and Federal Government and Military markets. In addition, you further agree not resell, or otherwise provide, Fujifilm Infrared or Ultraviolet sensitive digital cameras to any person or entity known to you to engage in unethical photographic conduct involving the violation of anyone’s personal privacy, child endangerment, lewd photography, and or paparazzi like activities. **Furthermore, in order to protect Fujifilm’s brand and ensure proper distribution of the User License Agreement (“ULA”) accompanying the Infrared and Ultraviolet sensitive digital cameras, you agree not sell or otherwise post Fujifilm’s Infrared and Ultraviolet sensitive digital cameras on any website (other than your own), which websites shall include, but are not limited to, any third party sites, auction sites and/or online classifieds. Additionally, you agree to prominently display Fujifilm’s ULA, in an easily accessible and readable manner, next to all postings for sale of Fujifilm’s Infrared and Ultraviolet sensitive digital cameras on your website.** Fujifilm reserves the right not to supply Fujifilm Infrared and/or Ultraviolet sensitive digital cameras to any reseller, including any authorized dealer, deemed by Fujifilm, in its sole discretion, to have violated the above requirements.

PRODUCT SOURCING

Pro Digital Camera Authorized Dealers may only purchase Fujifilm digital camera products from Fujifilm or Authorized Fujifilm Distributors that are authorized to distribute Fujifilm products in the United States. Authorized dealers agree not to sell gray market or other merchandise that was not directly purchased from either Authorized Fujifilm Distributors or Fujifilm. You also agree to abide by Fujifilm’s rules regarding authorized dealers, return procedures, logo usage, warranties that are in effect from time to time as well as general policies of Fujifilm. Sourcing of Fujifilm pro digital camera products for resale in the United States from either non-authorized distributors or Fujifilm distributors/ resellers that are located outside the United States shall immediately terminate your authorized dealer status.

In the event you breach this reseller certification, Fujifilm may, in addition to Fujifilm’s other rights hereunder and under law, terminate your dealer authorization at any time.

STATEMENT OF OWNERSHIP

Reseller Legal Name (Print or type) _____

Does Applicant or any of its owners or managers own any interest in or manage, operate or work for a company which is authorized by Fujifilm for resale of any Fujifilm product? Yes No

If yes, state the name of company(s): _____

Form of Organization: (i.e., Corporation, General Partnership, Limited Partnership, Sole Proprietorship, or Government): _____

For a Corporation, specify whether: Publicly Held _____ Privately Held _____ State of Incorporation/Organization: _____

List key officers of the company, including buyers name and buyer’s supervisor’s name

NAMES (First, Middle, Last Name)	TITLES (i.e. Owner, CEO, VP, Chairman, Controller, etc)	OWNERSHIP INTEREST	
		Percentage Ownership (Dollar Investment for Limited Partners)	Type of Ownership Interest (i.e. Assets, Common or Preferred Shares)

If Company is 100% owned by another corporation; identify the parent corporation’s ownership and management structure above and the identity of the parent corporation below:

Parent/Owner, including DBA (s) _____

Address of Parent/Owner _____

City _____ State _____ Zip _____ Telephone _____



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APPLICATION INFORMATION

- How many storefronts/locations do you have? _____
- Check which categories of products you sell?

____ Consumer Electronics: (e.g. Audio, TV, VCR, DVD)	____ Consumer Digital Cameras
____ Computers	____ Digital Camera SLR Lenses
____ Computer Peripherals (e.g. printers, scanners)	____ Other Digital Camera Accessories (e.g. AC's, Cases)
____ Traditional Photofinishing	____ Memory (e.g. xD, CF, CDR, ZIP)
____ Internet Print Services	____ Digital Camera Photofinishing
- How many stores have a dedicated area for pro digital products, including digital cameras? _____
- Is your sales force commissioned? Yes No
- Do your stores have in-store merchandising parameters/restrictions? Yes No
 If Yes, please briefly outline parameter/restrictions:

- Do your stores utilize point-of-sale materials provided by vendors? Yes No
- Do you provide permission for Fujifilm's store detailing / training agency to detail your display area and train your employees?
 Yes No
 Please list ship to address for POP items you wish to distribute and install yourself below (up to 3 addresses are allowed.)

REVIEW OF CERTAIN GENERAL AUTHORIZED RESELLER PROGRAM REQUIREMENTS

Are you aware that you are required to provide monthly unit sales and inventory data?

Yes No

Are you aware that you must use accurate and current Fujifilm product shots, logos and product information in all advertisements and in-store sales materials? (download location: <http://www.fujifilm.com/prodigportal>)

Yes No

Are you aware that you must comply with Fujifilm's product return policy?

Yes No

Are you aware that you cannot sell Fujifilm products not sourced from Fujifilm or Authorized Fujifilm Distributors authorized to distribute Fujifilm products in the United States?

Yes No

Are you aware that if any of the above conditions, or if any of the policies, rules and requirements set forth on our website at www.fujifilm.com/prodigportal, are not met, Fujifilm may terminate this agreement and/or recoup any incentives paid to date?

Yes No

 Authorized Signature

 Typed Name

 Title

 Effective Date

Expiration Date: 1 YEAR FROM EFFECTIVE DATE