

Ricoh Pro AV Program Application Form

E-mail this completed form to
proavprogram@ricoh-usa.com.

Company Information

Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Web site: _____

Years in Business: _____ Federal Tax ID #: _____

DBA (if applicable): _____

Number of Employees: _____ Sales Reps _____ Technicians: _____

Type of Business

☐ AV Pro ☐ DMR ☐ E-tailer ☐ Retailer ☐ Integrator ☐ VAR ☐ Other

Primary Contact Information

Primary Contact Name: _____

Position/Title: _____

Primary Contact Function: _____

Address: Same as main company address ☐ If not, please fill out below:

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

Company Personnel

| Contact Person | Contact Phone | Contact E-mail |
|------------------|---------------|----------------|
| CEO/Pres.: _____ | _____ | _____ |
| Purch Mgr: _____ | _____ | _____ |
| Sales Mgr: _____ | _____ | _____ |
| Mktg Mgr: _____ | _____ | _____ |
| Serv. Mgr: _____ | _____ | _____ |

Your Designated Contacts for Ricoh Information

For Sales: _____

For Tech: _____

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Annual Company Sales?

Annual Sales: ☐ <\$1M ☐ >\$1M ☐ >\$5M ☐ >\$10M ☐ Don't know
Projector Sales: ☐ <\$1M ☐ >\$1M ☐ >\$5M ☐ >\$10M ☐ Don't know

What are your top selling Pro AV brands?

Ricoh Authorized Distributors (not all participate in the Pro AV Program):

| | | |
|------------------|--------------|------------------------|
| D&H Distributing | Ingram Micro | Shoreview Distribution |
| Supplies Network | Synnex | Tech Data |

✓ Submission of this application shall be considered agreement to conform to the terms and conditions of the Ricoh Pro AV Program which is detailed on the following pages.

Name: _____ Title: _____ Date: _____

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Membership Terms and Conditions

Important Notice: Please Read This Agreement (The "Agreement") Carefully
Before Completing Your Membership Application for the Ricoh Pro AV Program.

This Agreement is a legal agreement between you ("Member" or "you"), and Ricoh USA, Inc. and/or its Affiliates and Subsidiaries (collectively, "Ricoh"). Ricoh is willing to admit you to membership in the Ricoh Pro AV Program ("Pro AV Program") only upon the condition that you accept all of the terms contained in this Agreement. By submitting your completed Application you agree to be bound by the terms and conditions of this Agreement. You represent and warrant that the person accepting this Agreement has full power and authority to do so on behalf of Member. If you do not agree to the terms of this Agreement, Ricoh is unwilling to process your Application for membership and you will not be entitled to any rebates or other program benefits.

Background: Ricoh offers the Pro AV Program to qualified and approved Pro AV Dealers. Pro AV Program benefits may include certain rebates and discounts for the sale of Ricoh products as well as a host of other sales support benefits. Your membership in the Pro AV Program will be administered by an assigned Ricoh Channel Account Manager.

Defined Terms: For convenience, this Agreement uses a number of terms that have a specific defined meaning.

"Authorized Distributor" means one of Ricoh's distribution partners listed in the current Member Guide.

"Member", or "You" or "Dealer" means the entity that has applied for membership in the Ricoh Pro AV Program.

"Ricoh Pro AV Program Member Guide" or "Member Guide" means the materials containing details on current program offerings and requirements, which is posted on our website. It is revised from time to time.

"Pro AV Program" means the program set forth in the Ricoh Pro AV Program Member Guide. It is revised from time to time.

1. Pro AV Program Eligibility. You must submit a complete Application Form to apply for the Pro AV Program. Ricoh may accept or reject your Application in its sole discretion. Submission of false or fraudulent application information shall result in immediate termination of your Pro AV Program membership. Pro AV Program rebates and discounts are only available for purchases of qualifying Ricoh products from a Ricoh Authorized Distributor within the continental United States. See the current Pro AV Program Member Guide for a list of Authorized Distributors.

2. Pro AV Program Features & Benefits. The Pro AV Program offers its Members a wide variety of benefits with a goal of creating mutually beneficial relationships that lead to incremental revenue for both parties. Under the Pro AV Program, the parties may provide marketing, public relations, and sales support to each other in the form of sales tools, jointly agreed press releases, customer references, and access to corresponding resources, for the purpose of developing business. Please refer to the Member Guide for more information on Pro AV Program benefits and features.

Ricoh reserves the right to modify, suspend or terminate the Pro AV Program (or any part thereof) or to change any of its terms, conditions, features or benefits at any time, without prior notice to you, and in its sole discretion. The new or modified Pro AV Program or terms will be effective immediately after Ricoh publishes them on our website at www.ricohusa.com/proav. Therefore, we encourage you to check the date of our Pro AV Program Member Guide whenever you visit this website to check if they have been updated. You must review the Pro AV Program Member Guide on a regular basis to keep yourself apprised of any changes. If you do not agree to be bound by the Member

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Guide as published by Ricoh from time to time, your sole and exclusive remedy is to immediately discontinue your membership and stop all use of the Pro AV Program. Your continued use of the Pro AV Program, including the submission of requests for rebates or discounts, following the posting of modifications will constitute your acceptance of the revised terms and conditions.

3. Conduct, Compliance with laws. Member will conduct its business and activities in compliance with all laws applicable to its business and its obligations under this Agreement, and in a manner that reflects favorably at all times on Ricoh and its products, goodwill, and reputation. Without limiting the generality of the foregoing, Member will: (i) provide reasonable support to its customers with respect to the Ricoh products, (ii) not engage in any unfair or deceptive trade practice involving Ricoh or its products, (iii) not make any false, misleading or disparaging representations or statements with regard to Ricoh or its products, and (iv) not make any representations, warranties, or guarantees on behalf of Ricoh or with respect to any Ricoh products.

4. Term and Termination. This Agreement shall commence on the date that Ricoh accepts your application and designates you a Pro AV Program Member, and will continue until terminated as provided herein. Either party may terminate this Agreement for cause upon written notice to the other party if (i) the other party materially breaches any obligation under this Agreement or the Member Guide, and such party fails to cure such breach within ten (10) calendar days following notice for any non-payment of Fees or within thirty (30) calendar days following notice for any non-monetary default; (ii) immediately following notice if the other party ceases to conduct business in the normal course, becomes insolvent, enters in bankruptcy procedures or becomes subject to any other judicial proceedings that relate to insolvency or protection of creditor's rights; or (iii) any sale, transfer or "change in control" occurs in the ownership or management of Member without prior written consent of Ricoh. In addition, Ricoh may terminate this Agreement or the Pro AV Program, or Member may withdraw from the Pro AV Program at any time for convenience upon thirty day notice to the other party. For the avoidance of doubt, unethical or non-professional conduct by Member, or an unacceptably high frequency, severity or persistency of customer problems or complaints with the Member or the services it provides shall be grounds for termination of this Agreement by Ricoh for cause. The provisions of this Agreement that are necessary to fulfill its intent shall survive the expiration or termination hereof.

5. Member Indemnity Regarding Third Party Claims. Member shall defend, indemnify and hold harmless Ricoh from and against any judgments, claims, demands, liabilities, damages, losses, costs or expenses (including attorneys' fees and costs) (collectively "Losses") suffered or incurred by Ricoh to the extent that such Losses result from a third party claim against Ricoh regarding (i) bodily injury or direct or property damage (both tangible and intangible) caused by or arising out of the acts or omissions of Member, (ii) Member's conduct, actions or omissions in connection with the sale, marketing and advertising of Ricoh's products, and (iii) Losses resulting from Member's breach of its duties under this Agreement.

6. Limitation of Liability. The Ricoh Pro AV Program and all services or benefits thereunder are provided "as is" without any warranties or representations whatsoever. Ricoh disclaims all warranties express or implied, including any warranties of utility, merchantability, fitness for a particular purpose, or non-infringement, or any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade. Furthermore, Ricoh does not warrant that all defects will be corrected, or that any services, products or programs will provide any benefits or result in any particular outcomes. In no event shall Ricoh be liable to member for any indirect, special or consequential damages or lost profits arising out of or related to the Ricoh Pro AV program, services, or the performance or breach hereof, even if Ricoh has been advised of the possibility thereof. Ricoh's liability to member hereunder, if any, shall in no event exceed the greater of the amount paid by member for Pro AV Program membership or the sum of \$500. Member agrees that

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such amount is sufficient to satisfy the essential purpose of the provisions of this Agreement and that such a liability is a fair and reasonable estimate of any loss and damage likely to be suffered in the event of any wrongful act or omission by Ricoh.

7. Transfers. Ricoh may assign this Agreement to any parent, subsidiary or affiliate, or to any purchaser of substantially all of its assets on a going concern basis, or to any entity into or with which it is merged. Because this Agreement is personal to Member, any sale, transfer, assignment or “change in control” on the part of Member must be approved in advance by Ricoh in its reasonable discretion, which may include consideration of the principle business of the proposed assignee and its technology capabilities, financial capacity, business reputation and business experience. As used herein, “change in control” means any transfer of more than 50% of the ownership, control or voting rights of Member’s business organization. Any transferee of either party shall sign a written assumption of this Agreement.

8. Contact Information. You agree to allow Ricoh and its authorized representatives to store and use your contact information, including names, phone numbers, and e-mail addresses (“Contact Information”) for the purpose of: (i) providing any services to you under this Agreement or (ii) for contacting you regarding other products and services of Ricoh, unless you subsequently notify us in writing that you no longer consent to such use. Under protection of confidentiality agreements, Ricoh may transfer your Contact Information to third party processors to help Ricoh provide services and manage its relationship with you, including purchase and order fulfillment, credit card processing, providing marketing assistance and providing other customer services. You agree that in the event we undergo re-organization or are sold to a third party, Ricoh may transfer the Contact Information to that re-organized entity or third party.

9. Miscellaneous. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement can only be amended by a written agreement executed by authorized representatives of both parties. Notwithstanding the foregoing, the Pro AV Program Member Guide can be amended as provided in Section 2 hereof. This Agreement shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh’s reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all of Ricoh Affiliates are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Ricoh. The parties hereby acknowledge that this Agreement may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

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