

RICOH Rewards Application

Apply online at www.ricoh-usa.com/resellers OR e-mail a completed form to ricohrewardsprogram@ricoh-usa.com

Company Information

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Web site: _____

DBA (if applicable): _____

Years in Business: _____ Federal Tax ID #: _____

Number of Employees: _____ Sales Reps: _____ Technicians: _____

Type of Business (check all that apply)

AV Pro Business Machine Dealer DMR Etailer Integrator Retailer VAR

Primary Contact Information

Name: _____

Title: _____

Phone: _____ E-mail: _____

Please provide address below for primary contact, if different from company address above.

Address: _____

City: _____ State: _____ Zip Code: _____

Company Personnel

Name	E-mail	Phone
CEO / Pres.: _____	_____	_____
Purch. Mgr.: _____	_____	_____
Sales Mgr.: _____	_____	_____
Mktg. Mgr.: _____	_____	_____
Svc. Mgr.: _____	_____	_____

When available, to whom should RICOH send qualified leads?

Leads: _____

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Annual Company Sales

- | | | | | | |
|---------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|----------------------------------|
| Annual Sales | <input type="radio"/> <\$1M | <input type="radio"/> >\$1M | <input type="radio"/> >\$5M | <input type="radio"/> >\$10M | <input type="radio"/> Don't know |
| Printer / MFP Sales | <input type="radio"/> <\$1M | <input type="radio"/> >\$1M | <input type="radio"/> >\$5M | <input type="radio"/> >\$10M | <input type="radio"/> Don't know |
| AV / PJ / IWB Sales | <input type="radio"/> <\$1M | <input type="radio"/> >\$1M | <input type="radio"/> >\$5M | <input type="radio"/> >\$10M | <input type="radio"/> Don't know |

What RICOH product do you desire to sell?

- | | | | |
|-------|-----------------------------------|-------------------------------------|-------------------------------------|
| RICOH | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
|-------|-----------------------------------|-------------------------------------|-------------------------------------|

What product lines are you currently selling?

- | | | | |
|---------|-----------------------------------|-------------------------------------|-------------------------------------|
| Brother | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| Canon | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| Epson | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| HP | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| Lexmark | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| RICOH | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| Samsung | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| Xerox | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |
| Other | <input type="checkbox"/> Printers | <input type="checkbox"/> Projectors | <input type="checkbox"/> IWB / IFPD |

Which RICOH authorized distributor(s) do you use?

- | | | |
|---|---|------------------------------------|
| <input type="checkbox"/> ARLINGTON | <input type="checkbox"/> D&H Distributing | <input type="checkbox"/> Essendant |
| <input type="checkbox"/> Ingram Micro | <input type="checkbox"/> Rosetta Technologies | |
| <input type="checkbox"/> Supplies Network | <input type="checkbox"/> SYNEX | <input type="checkbox"/> Tech Data |

I agree to abide by the RICOH Rewards Program terms and conditions as well as the minimum advertised price policy (MAP) as defined in this application. Please see terms and conditions section for complete program details.

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 REWARDS PROGRAM.

This Agreement is a legal agreement between you ("Member" or "you"), and Ricoh Americas Corporation and/or its Affiliates and Subsidiaries (collectively, "Ricoh"). Ricoh is willing to admit you to membership in the Ricoh Rewards Program only upon the condition that you accept all of the terms contained in this Agreement. BY COMPLETING YOUR APPLICATION, BY ACCESSING THE PROGRAM WEBSITE, BY SUBMITTING REBATE REQUESTS, OR CLICKING ON THE "ACCEPT" BUTTON BELOW, 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 Ricoh Rewards Program to qualified and approved resellers. Rewards Program benefits include certain rebates for the sale of Ricoh products as well as a host of other sales support benefits. Your membership in the Rewards 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 the current Member Guide.

"Member", or "You" or "Reseller" means the entity that has applied for membership in the Ricoh Rewards Program.

"Rewards 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.

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

1. Rewards Program Eligibility. You must submit a complete Application Form to apply for the Rewards 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 Rewards Program membership. Rewards Program rebates are only available for purchases of qualifying Ricoh products from a Ricoh Authorized Distributor within the continental United States. See the current Ricoh Rewards Program Member Guide for a list of Authorized Distributors. For purpose of clarity, Ricoh Dealers are not eligible for membership in the Rewards Program.

2. Rewards Program Features & Benefits. The Rewards Program offer 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 Rewards 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. Your specific benefits are governed by the Level of Rewards Program membership for which you are qualified. Some benefits may require you to achieve certain

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minimum revenue recognition or sales targets. Please refer to the Program Guide for more information on Rewards Program benefits and features.

Ricoh reserves the right to modify, suspend or terminate the Rewards 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 Rewards Program or terms will be effective immediately after Ricoh publishes them on our website at www.ricohusa.com/resellers. Therefore, we encourage you to check the date of our Rewards Program Member Guide whenever you visit this website to check if they have been updated. You must review the Rewards 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 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 Rewards Program. Your continued use of the Rewards Program, including the submission of requests for rebates, 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. Minimum Advertised Price Policy. Ricoh maintains a Minimum Advertised Price ("MAP") policy. Pursuant to this policy, Reseller agrees that it will only advertise Ricoh products at the Minimum Advertised Price, or above. For the purposes of the MAP policy, "advertising" shall be construed broadly and, without limitation, shall mean any advertising, promotion, communication, marketing or collateral regarding the Ricoh products in any media or format, whether paper or electronic, including print, television, radio, direct mail, catalogs, email, texting, phone solicitation, quotes, proposals, videos, any social media and the Internet. MAP does not include prices shown on secure/private Web sites where customers are logged into their own dedicated account. For purposes of clarity, Reseller can sell Ricoh products at any price. Ricoh does not dictate the price at which Member may resell Ricoh products. MAP will be determined by Ricoh Product Marketing and will be communicated as changes are available. MAP guidelines must be strictly followed. If Ricoh determines to its sole satisfaction that Member has advertised a Ricoh product at a price below the price set forth in the then current MAP listing, then Ricoh may suspend Member's entitlement and participation in the Rewards Program and all rebates for a period of three (3) months. In the event of a second violation of the MAP program, the suspension period shall be for a period of six (6) months. In the event of chronic, repeat infractions of the MAP program by Member, Ricoh may, in its discretion, terminate this Agreement and Member's membership the Rewards Program. Any action taken by Ricoh in connection with the MAP program shall be without any liability to Ricoh. Ricoh's MAP program is subject to modification or discontinuance by Ricoh at any time in its sole and absolute discretion.

5. Rebates. The Rewards Program Member Guide contains details on which Ricoh products are eligible for rebates and the type and amount of rebates offered under the Rewards Program. In addition to the information contained in the Member Guide, Member acknowledges the following terms and conditions that are applicable to all rebates and rebate programs: (1) Ricoh may impose requirements upon the eligibility for any rebate, for example, a minimum level of sales or units, (2) Rebates shall only be applicable to the particular products set forth in the Member Guide, (3) Rebates are only payable for Ricoh products that have been purchased or acquired from an Authorized Distributor, (4) Member shall provide such documentation and detail as Ricoh may require in its discretion to support Member's entitlement to and eligibility for all rebates, (5) any taxes or assessments associated with the receipt of any rebate are the sole responsibility of Member, (6) Ricoh is not responsible for lost, misrouted, delayed, incomplete or incorrect transmissions or entries, (7) Determination of eligibility for and the amount of any rebate shall be made by Ricoh in its sole discretion and all Ricoh decisions shall be final and binding, (8) Ricoh reserves the right, in its sole discretion to deny or reduce rebates on any purchases of Ricoh products that have been the subject of other price support programs, coupons or discounts, or that have been

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reimbursed under another Ricoh rebate or similar program, (9) Consumables and extended warranties are not eligible for rebates, (10) Ricoh reserves the right to recover payments based on false or fraudulent information provided by Member or member, (11) Neither Ricoh nor its affiliated companies nor their respective employees, agents, directors, and officers shall be liable to you for any claim, cost, damage, injury or loss arising from or in connection with the Rewards Program, or the granting or refusing to grant any rebate there under, (12) Rebates are processed on a quarterly basis in arrears. Ricoh will endeavor to process rebates in a reasonably prompt manner, which in most cases will be within 60 days following the end of each calendar quarter, and (13) The Rewards Program and its various elements and benefits, including Program rebates are void where prohibited or restricted by law.

6. Term and Termination. This Agreement shall commence on the date that Ricoh accepts your application and designates you a Rewards 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 Program 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 Rewards Program, or Member may withdraw from the Rewards 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.

7. 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.

8. Limitation of Liability. **THE RICOH REWARDS 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 REWARDS 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 REWARDS PROGRAM MEMBERSHIP OR THE SUM OF \$500. MEMBER AGREES THAT 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.**

9. 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

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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.

10. **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.

11. **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 Reward 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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