

Product has been expressed by a Qualified Buyer. Fujifilm reserves the right to limit the number of Infrared and Extended Spectrum Products made available to any given Dealer at any given time.

**D. Infrared and Extended Spectrum Product Dealers are only permitted to sell the Infrared and Extended Spectrum Products to corporate organizations, government entities, professional artists, or institutions (and to professional consultants serving any such organizations or entities), operating in the United States, that intend to use the purchased Infrared and Extended Spectrum Products for forensics, cultural preservation, research and scientific purposes** (such as police departments, crime units, biology departments, healthcare organizations, the forensic nursing and medical specialist community, research institutions, etc.) (a "Qualified Buyer"). Additionally, Infrared and Extended Spectrum Product Dealers are permitted to sell the Infrared and Extended Spectrum Products to professional Qualified Buyers and videographers that intend to use the purchased Infrared and Extended Spectrum Products for the creation of fine art. However, notwithstanding this, in no event will sales be made to, or the Infrared and Extended Spectrum Products be provided to, any third parties which intend to, or are reasonably likely to, use such Infrared and Extended Spectrum Products in violation of the Prohibited uses of the equipment as outlined below.

**i. PROHIBITED USES OF THE INFRARED AND EXTENDED SPECTRUM PRODUCTS.**

Qualified buyer acknowledges that because of its unique features, the Infrared and Extended Spectrum Products could be used in illicit, immoral, indecent, pornographic, and otherwise illegal ways, to create illicit or nefarious images. Qualified Buyer agrees only to use such Products and to ensure such Products are only used, in connection with the authorized applications herein mentioned, and for no other purpose, and Qualified Buyer specifically agrees (without limitation) not to use the Infrared and Extended Spectrum Products (or permit others to use such Products) to take photographs or record video of nudity, sexual activities or otherwise images of a sexual nature and to take photographs or record video with such Products only as specifically contemplated by Fujifilm in connection with the aforementioned applications. Qualified Buyer agrees that in the event of Qualified Buyer's breach of this provision, Fujifilm will be directly, materially and irreparably damaged with the level of such damages being difficult to determine. Accordingly, Qualified Buyer agrees that in the event of any such improper use of the Infrared and Extended Spectrum Products, Fujifilm will be entitled to obtain an immediate injunction preventing the use of any images or video resulting from such improper use, without the need to prove special damages or to post a bond of any type.

Documentation from each purchasing entity that confirms the purpose of that entity's purchase of an Infrared and Extended Spectrum Product purchase must be obtained at the time of purchase, to be provided to Fujifilm upon request. Other than as stated, no sales of the Infrared and Extended Spectrum Products to an individual or any other third party or entity, will be permitted at any time and for any reason.

- E. Each retail transaction for the purchase of an Infrared and Extended Spectrum Product must be paid for by the authorized Infrared and Extended Spectrum Product purchaser by a means **other than** cash.
- F. Each website as a separate dealer location. Each Infrared and Extended Spectrum Product Dealer must receive approval from Fujifilm management for each and every website location in which Dealer intends to offer the Infrared and Extended Spectrum Products, and
- i. Infrared and Extended Spectrum Product Dealers may only advertise and/or sell Infrared and Extended Spectrum Products on-line through a website owned or operated by the approved Dealer (and not through the "Marketplace" area of the website of a third party);
  - ii. Infrared and Extended Spectrum Product Dealers must promptly notify Fujifilm management of all related domain names offering the Infrared and Extended Spectrum Products for resale;
  - iii. The advertising and sale of Infrared and Extended Spectrum Products may be subject to Fujifilm's Unilateral Minimum Advertised Price (MAP) Policies from time to time, which will be enforced by Fujifilm in addition to the requirements outlined in this Policy; and
  - iv. **Infrared and Extended Spectrum Product Dealers may only offer for resale Infrared and Extended Spectrum Products purchased from Fujifilm. Infrared and Extended Spectrum Product Dealers**