INGRAM MICRO INC - MIAMI EXPORT DIVISION
RESELLER APPLICATION AND DUE DILIGENCE FORM

DOCUMENTS MUST BE FULLY COMPLETED BEFORE AN ACCOUNT CAN BE OPENED AND PRICING QUOTED.

☐ If you do not intend to resell the products that you purchase from Ingram Micro, we, as a distributor will not be able to open an account for you.

☐ Please insure that all documents are legible and fully completed.
☐ There is an account set up fee of $50.00.
☐ Accounts are reviewed after six months, after opening.

SECTION 1.A – COMPANY INFORMATION

1a. What is the full, registered name of your company? _____

1b. What is the Country of Registration and Registration Number? _____

1c. What is the trading name or "DBA/Doing Business As" name? _____

1d. Does this company already have an Ingram Micro Account? ❒ Yes ❒ No If yes, list Account Number:_____

1e. Is your company the parent or subsidiary of another company? ❒ Yes ❒ No

If yes, List company and location _____

2a. What is the full registered address of your company? 2b. What is the trading or **"Ship To"** address of your company?

Address:_____ Address:_____

_____ _____

City, State or Province:_____ City, State or Province:_____

Zip/Postal Code: _____ Country:_____ Zip/Postal Code:_____ Country:_____

Telephone: _____ Fax:_____ Telephone: :_____ Fax:_____

Internet Web Site Address: _____

Is your company **BILL TO** address and **SHIP TO** address the same? ❒ YES ❒ NO (If no, complete Question 2.b.)

SECTION 1.B – COMPANY STRUCTURE	❒ Corporation	❒ Partnership	❒ Sole Trader / Proprietorship

Country & State of Incorporation: _____ Corporate ID Number:_____

Type of business: _____ Reseller Certificate Number: _____

Date business started: _____ Under present ownership since (date):_____

Are you Government owned or invested by Government? __❒ YES ❒ NO (If yes, show % investment and owner details.)

Property: ❒ Leased ❒ Owned

Customer agrees to notify Ingram Micro, in writing, of any changes of ownership of its business within ten (10) business days.

SECTION 1.C – OWNER/OFFICER INFORMATION (If more than 2, attach an additional sheet)

Name:_____ Percentage of ownership:_____ Social Security #:_____

Title:_____ Home Telephone: _____

Home Address:_____ City, State or Province: _____

Country: _____ e-mail address:_____

Date of Birth:_____ Driver's License:_____

Passport No.:_____

Have you ever filed for bankruptcy? ❒ Yes / ❒ No - If yes, under what name_____ Year? _____

Name:_____ Percentage of ownership:_____ Social Security #:_____

Title:_____ Home Telephone: _____

Home Address:_____ City, State or Province: _____

Country: _____ e-mail address:_____

Date of Birth:_____ Driver's License:_____

Passport No.:_____

Have you ever filed for bankruptcy? ❒ Yes / ❒ No - If yes, under what name_____ Year? _____

SECTION 1.D – NATURE OF YOUR BUSINESS

1. Is your company in the IT business? ❒ Yes ❒ No If no, what is your primary market?_____

Check all of the following categories that best describes your **Company**.

❒ Corporate Reseller	❒ Exporter	❒ Mass Merchant	❒ VAR / Systems Consultant	❒ Other: _____
❒ Dealer / Retailer	❒ Manufacturer	❒ OEM	❒ Wholesale Distributor	

2. Which category best describes your company's ownership affiliation:

❒ Affiliated with franchise group ❒ Member of Franchise Group ❒ Independent Reseller ❒ Owner-Operated Chain Location

3. Please list all IT Industry suppliers or manufacturers from which you purchase. Please note, some vendor programs require authorization numbers to resell product. Check all vendors that apply. Please list your vendor authorization numbers where applicable.

❒ 3COM #_____ ❒ IBM #_____ ❒ NORTEL #_____

❒ CISCO SYSTEMS #_____ ❒ MICROSOFT #_____ ❒ SYMANTEC #_____

❒ HEWLETT-PACKARD #_____ ❒ NOVELL #_____ ❒ OTHER #_____

4. On average, which of the following best describes your company's total monthly computer product **PURCHASES in USD?** (**Check one (1) answer only.**) ❒ Under $3000 ❒ $25,000 - $50,000 ❒ $150,000 = $199,999 ❒ $500,000 = $749,999

❒- $ 3,000 - 9,999 ❒ $50,000 - $99,999 ❒ $200,000 = $249,999 ❒ $750,000 = $999,999

❒ $10,000 = $24,999 ❒ $100,000 = $149,999 ❒ $250,000 = $499,999 ❒ $1,000,000 or more

5. Which operating systems do you primarily sell and support? (Check **ALL** that apply.)

❒ MAC/OS ❒ WINDOWS / WINDOWS NT ❒ UNIX ❒ LINUX ❒ OTHER: _____

6. What are the main vertical markets? On which your company focuses, if any? (Check **ALL** that apply.)

❒ Accounting	❒ Data Warehousing	❒ Financial Services	❒ Internet	❒ Printing/Publishing	❒ Wholesale Distribution
❒ CAD/CAM	❒ Digital Video	❒ Government	❒ Legal	❒ Remote Access/Mobile	❒ Video Conferencing
❒ Computer Telephony	❒ Document Imaging	❒ Health Care	❒ Manufacturing	❒ Retail/P.O.S.	
❒ Construction	❒ Education	❒ Insurance	❒ None	❒ Sales Automation	

7. Business Segmentation: What percentages of your sales are to the following markets? (Total should equal 100%)

❒ Small / Medium Size Business _____%	❒ Home Users _____%	❒ Private Education _____%
❒ Fortune 1000 _____%	❒ Government* _____%	❒ Enterprise _____%
❒ Public (Govt.) Education _____%	❒ ONG _____%	❒ Other _____%

* Government includes all forms of traditional Government, Defense, Military, State Owned Enterprises, and Public (Govt.) Health and Education.

8. How many people does your company employ? ❒ 1-5 ❒ 6-10 ❒ 11-20 ❒ 21-50 ❒ 51-100 ❒ 101+

9. What were your gross sales (USD) last year? $_____ Current Gross Sales Year-To-Date (USD): $_____

SECTION 2 – TERMS / TYPE OF ACCOUNT REQUESTED

Terms Requested: ❒ Prepaid/Wire Transfer ❒ Western Union – PAY BY PHONE ❒ Credit Card ❒ Western Union – QUICK PAY

❒ Company Check ❒ Net Terms - ❒30 ❒ 45 Amount of credit line requested: $_____

The Bank and Trade References Sections must be completed to be considered for Net Terms, pay by company check or Quick Pay by Phone.

SECTION 3.A – FINANCIAL DATA – BANK REFERENCES

Name:_____ Name:_____

Address:_____ Address:_____

_____ _____

City, State or Province:_____ City, State or Province:_____

Zip/Postal Code:_____ Country:_____ Zip/Postal Code:_____ Country:_____

Contact: _____ Contact:_____

Telephone: :_____ Fax::_____ Telephone:_____ Fax: _____

Account #: _____ Account #: _____

Routing Code or ABA No.: □□□□□□□□□ Routing Code ABA No.: □□□□□□□□□

Financial statements for the preceding two (2) years are required for all credit applicants. Financial statements must include balance sheets and income statements. Unqualified financial statements must be certified by the Applicant's Owners/Officers as being true and complete, and prepared in accordance with generally accepted accounting principles. The statements' financial periods **must** be included.

SECTION 3.B – TRADE REFERENCES

Note: A minimum of two IT industry trade references are required for processing this application. A minimum of three references are required to receive credit terms.

Name:_____ Contact:_____

Address:_____ Telephone:_____ Fax: _____

_____ Account No.: _____

City, State or Province:_____ Credit Limit:_____ Terms:_____

Zip/Postal Code:_____ Country:_____

Name:_____ Contact:_____

Address:_____ Telephone:_____ Fax: _____

_____ Account No.: _____

City, State or Province:_____ Credit Limit:_____ Terms:_____

Zip/Postal Code:_____ Country:_____

Name:_____ Contact:_____

Address:_____ Telephone:_____ Fax: _____

_____ Account No.: _____

City, State or Province:_____ Credit Limit:_____ Terms:_____

Zip/Postal Code:_____ Country:_____

SECTION 3.C – METHOD OF PAYMENT

By signing below, the undersigned individual and Applicant each represent that the Applicant is responsible for paying, and financially able to pay, invoices according to the terms and conditions on such invoices. A finance charge of 1.5% per month shall be charged on any past due balance on the Applicant's account. If Ingram Micro Inc. ("Ingram") is required to institute collection efforts to recover any past due balance, Ingram shall also be entitled to collect any costs or expenses it incurs in connection with such efforts, including but not limited to services charges, attorneys' fees and court costs. The undersigned and the Applicant each represent that all information contained herein is true, accurate and complete as of the date provided. The undersigned individual and Applicant each hereby irrevocably submit to the non-exclusive jurisdiction of any United States Federal or Florida Court sitting in Miami-Dade County, in any action or proceeding arising out of or relating to the subject matter hereof, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court.

The undersigned individual and Applicant each hereby authorize the release of all information needed to verify the contents of this application or to otherwise process this application, including but not limited to contacting third parties concerning the credit-worthiness of the applicant and/or the undersigned. In addition, the undersigned individual hereby consents to Ingram's use of a consumer credit department report in order to evaluate such individual's credit worthiness as principal, proprietor, guarantor or the like in connection with the extension of credit as contemplated by this application.

_____ _____ _____ _____

Signature Print Name Title Date

_____ _____ _____ _____

Signature Print Name Title Date Date

The undersigned credit card holder, unconditionally, irrevocably and personally authorizes Ingram to collect any or all outstanding amounts due in connection with Applicant's credit account with Ingram by charging such amounts to the credit or charge cards set forth below. Ingram shall use this collection method in the event the amounts due are 30 days past due from their due date as set forth in a given invoice.

_____ _____ _____

Card Name Card Number Card Expiration Date

_____ _____ _____

Card holder's Name (Print) Cardholder's Signature Title

_____ _____ _____

Card Name Card Number Card Expiration Date

_____ _____ _____

Cardholder's Name (Print) Cardholder's Signature Title

The undersigned checking account holder, unconditionally, irrevocably and personally authorizes Ingram to collect any or all outstanding amounts due in connection with Applicant's credit account with Ingram by debiting such amounts from the below listed checking account. Ingram shall use this collection method in the event the amounts due are 20 days past due from their due date as set forth on a given invoice. Please attach voided bank check.

Account Holder's Name (Print):_____ Bank Name:_____

Address:_____ Address:_____

City, State or /Province:_____ City, State or Province:_____

Zip/Postal Code:_____ Country:_____ Zip/Postal Code:_____ Country:_____

Signature:_____ Telephone; _____

Title: _____ Date: _____

SECTION 4 – MI.INGRAMMICRO.COM WEB SITE – ACCESS ID AND PASSWORD ACTIVATION

Designate an e-Commerce User Administrator. Ingram Micro requires each reseller to appoint a user administrator who is responsible for maintaining your Company's e-Commerce user names and passwords. This includes requesting new User ID's for new users, maintaining all ID's and passwords for users in your Company, and appointing a back-up administrator if the primary administrator is unavailable. The user administrator is the only person authorized to contact Ingram Micro's e-Solutions (ECS) Customer Support with requests for user ID additions, deletions, or registration issues. Other associates are free to contact ECS analysts with support questions. To request user ID's and passwords for Ingram Micro e-Commerce tools, the user administrator should contact the e-Solutions Customer Support Dept. at (305) 921-6199, or toll free at (866) 603-6199, or by e-mail at LA.Electronicservices@ingrammicro.com. Contact ECS representatives between the hours of 8:00 a.m. and 6:00 p.m. EST.

CONTACTS: List people authorized to have access to information from Ingram Micro, or have access to our web site to place orders. Attach a separate sheet if more than 2.

USER ADMINISTRATOR:

Accounts Payable Contact: _____ Phone No._____ E-mail_____

Web Access (Check all that apply) ❒ View Only Access ❒ Purchasing Access ❒ Statements (A/P Information)

❒ Owner ❒ Manager ❒ Purchaser ❒ Key Contact ❒ Other Phone: _____ Ext.: _____

Name:_____ E-Mail:_____

Web Access (Check all that apply) ❒ View Only Access ❒ Purchasing Access

SECTION 5 – EXPORT COMPLIANCE

Answer the question below, complete the questionnaire (Section 5.A) and read Section 5.B.

Do you intend to export products purchased from Ingram Micro outside of your home country? ❒ Yes ❒ No

SECTION 5.A – INTERNATIONAL TRADE COMPLIANCE QUESTIONNAIRE

As a reseller applicant that intends to import and/or export product purchased from Ingram Micro, we request that you provide the following, additional business information so that we can process your application in a thorough manner. Answer all questions. To avoid delays in processing your application, type or print all information legibly.

1. List the specific name of the countries where you market and resell Ingram Micro product. Do not list only by region. For example, list Bahamas, not Caribbean, or Egypt, not Middle East.

_____ _____ _____ _____ _____ _____

2. Provide a general list of the products you intend to purchase from Ingram Micro for resale to your customers:

_____ _____ _____ _____ _____ _____

Do you have a full or partial ownership of any other, **additional** business? ❒ Yes ❒ No

If yes, list business name and countries where located (do not use abbreviations):

_____

4. Check all of the following items that best describe your customer base to whom you export.

❒ Corporate Reseller ❒ Dealer/Retailer ❒ Manufacturer ❒ OEM ❒ VAR / Consultant ❒ Wholesale Distributor ❒ Home-Users

❒ Service Provider ❒ Integrator ❒ "Nicho" Integrator ❒ Broker ❒Sub Distributor

5. Do you intend to resell products purchased from Ingram Micro to government, government agencies, state owned businesses, government owned health or education sectors? ❒ Yes ❒ No

Comments: _____

Please provide the name, phone number, fax number and e-mail address of the person who is most knowledgeable about international trade compliance in your company.

Contact Name:_____ Phone No.: _____ E-Mail: _____

SECTION 5.B – TRADE COMPLIANCE INFORMATION SHEET

As an outreach to our customers who resell technology and computer products, this information sheet is intended to make sure you are aware of important trade compliance regulations. The information provided below is primarily related to the U.S. Dept. of Commerce, Bureau of Industry & Security (BIS). To insure you understand the regulations of your specific country, please consult with the appropriate local trade compliance agency. It is the responsibility of the Reseller to ensure that its resale transactions do not violate the export control regulations enacted by U.S., or local government law.

Product Classification
The level of control applied to a transaction is determined by the government-designated classification of the product in combination with the country of destination. Based on the product classification, certain technology, computer and telecommunication products may require formal export license approval as defined within the scope of the applicable regulations. These products include but are not limited to computer products containing high levels of encryption functionality, certain network infrastructure products used in high volume telecommunications and information management, or products exported to foreign government end-users. You must understand the product classification to determine if there are any restrictions on the export or re-export.

Customer Base Compliance Screening – Know Your Customer
Products purchased from Ingram Micro must not be sold to any person, entity or business listed on any of the denial lists published by authorities governing the transaction, including the local government. It is illegal for a U.S. company or its foreign subsidiaries to conduct export business with a company or individual listed on the U.S. Government's Table of Denial Orders, Entity List, Specially Designated Nationals List or the Debarred List.

Destination Country Screening
You may not, without a license, export or re-export Ingram Micro products to embargoed destinations and terrorists supporting countries identified as Cuba, Iran, Iraq, North Korea, Libya, Sudan and Syria. For further information contact the nearest U.S. Embassy or Consulate.

Non-Proliferation of Weapons of Mass Destruction (WMD)
Non-Proliferation Screening is based on detailed regulations covering product end-use and end-user activities. Non-Proliferation Screening has been enacted to insure that resale transactions do not involve prohibited nuclear, missile, chemical or biological weapons end-uses and/or end-users without proper licensing authority issued by the U.S. Government, or local government. You may not, without a license, knowingly resell or make available any item to end-users involved in proliferation activities. Such non-licensed transactions are illegal.

High Risk for Diversion Screening Guidance
A firm may not export, re-export or transfer an item if they have knowledge that the customer will re-export or transfer that item without the proper licensing authority. It is illegal to knowingly make products available to persons or front companies who intend to divert products to unauthorized destinations, end-users or end-uses including nuclear, missile, chemical and biological weapons proliferation.

U.S. Government Country Group D List
The Country Group D list identifies countries where the U.S. has national security or proliferation concerns based on activities including but not limited to nuclear proliferation, missile technology development, and chemical and biological weapons development. Based on these concerns, the U.S. Government restricts exports or re-exports that would make a material contribution to any of these activities in Group D Countries. Depending on the Export Control Classification Number assigned to the product, certain technology, computer and telecommunication products may require a formal export license approval from the Bureau of Industry & Security. The Country Group D list is available in Supplement No. 1 to Part 740 of the Export Administration Regulations. For further information contact the nearest U.S. Embassy or Consulate. T

SECTION 6 – ANTI-BRIBERY

Have you (personally) or your organization ever been accused or investigated for providing or offering to provide a government official with money or anything of value in exchange for assistance in obtaining or retaining business? ❒ Yes ❒ No

If yes, please provide some detail information explaining the circumstances:

_____

By fulfilling this Application, the Reseller and its proprietors, partners, shareholders, associates or directors or any or their representatives, agree not to pay, offer or promise to pay or authorize the payment either directly or indirectly any amount of money or anything of value of any nature, to any government official or employee or to a political party or candidate to an official position, in order to influence an act or decision of this official or employee or of the government, to obtain or to retain business or to direct business to a person or to INGRAM MICRO.

The Reseller shall defend, indemnify, and hold Ingram Micro harmless from any claims, demands, liabilities, or expenses (including attorney's fees of any nature arising or resulting in any way from a violation to the dispositions of the previous paragraph. In case INGRAM MICRO has any reasonable doubt or preoccupation in relation to the legality of any operation conducted by the Reseller, INGRAM MICRO will have the right to ask the Reseller for the appropriate documentation to correct this issue; if Reseller doesn't comply, INGRAM MICRO will be able to terminate the agreement without any responsibility or additional obligation of any nature in favor of the Reseller.

SECTION 7 – ACCEPTANCE OF TERMS

ACKNOWLEDGEMENT

We acknowledge and confirm that:

1. We have answered the questions in this Reseller Application with the correct information. We have also read the pages 4 and 5 of this application and we agree with the text and acknowledge the restrictions made to resale of the products acquired by our company from Ingram Micro. In particular we commit ourselves not to sell products bought from Ingram Micro to countries, companies or for purposes in breach of any export control regulation enacted by the United States of America, or a Local Government Law. We understand that Ingram Micro may use all data collected in this Form to verify the information and to conduct independent due diligence on our business. We fully consent to the use of the content in this Form in this verification and due diligence.
2. We agree to notify Ingram Micro Inc. immediately and in writing if we intend to start export activities if these activities are not part of our current business.
3. In any case, we agree to indemnify Ingram Micro and/or its affiliates and to hold them harmless in case of a claim against Ingram Micro or one of its affiliated companies because of a breach of any export control regulation enacted by the U.S., or local government to countries, companies or for purposes in breach of any export control regulation enacted by the United States of America, or a Local Government Law.
4. We agree to immediately notify Ingram Micro of any changes in ownership of our business or any other relevant change in the management/finance area of our business as set forth, herein by certified mail to Ingram Micro Export Division, 2100 NW 88th Court, Miami, Florida 33172, United States of America.
5. All sales of products and services by Ingram Micro Miami Export Division to the applicant will be subject to Ingram Micro, Miami Export Division's Standard Terms and Conditions, as may be amended from time to time without prior written notice at Ingram Micro's sole discretion, which are hereby incorporated by reference and are located on Ingram Micro's web site at http://www.ingrammicro.com/visitor/potentialreseller/legalstc.pdf
6. That the Company named above is a computer hardware/software reseller.
7. That we have read, understand and accept the Trade Compliance Information Sheet, which is hereby incorporated.
8. That we have read and understand the Miami Export Division's Standard Terms and Conditions located on Ingram Micro's web site at http://www.ingrammicro.com/visitor/potentialreseller/legalstc.pdf and that by submitting an order we expressly declare our acceptance of the Standard Terms and Conditions currently in force at the time of the order.
9. That we agree upon the payment terms set forth by Ingram Micro – Miami Export Division, as may be amended from time to time without prior written notice at Ingram Micro's sole discretion, which is hereby incorporated.
10. That I am an authorized representative for execution of this Agreement.

_____

Company Name

_____ _____

Company Officer Signature | Print Company Officer Name

_____ _____

Company Officer Title | Date

Thank you for the interest you have shown in Ingram Micro Miami Export Division. We look forward to working with you.

Please send all your documents to:
Ingram Micro Inc., Latin America
ATTN: NEW ACCOUNTS DEPT.
2100 NW 88th Court
Miami, FL 33172

Phone: 305-591-5340 / Fax: 305-921-6135
E-mail: La.newaccounts@ingrammicro.com
http://www.imstores.com