

FINAL DRAFT, INC Authorized Reseller Agreement

Final Draft, Inc. (FDI) is happy to welcome new resellers to our worldwide family of retailers, distributors and resellers. In order to insure our products are properly promoted and supported, FDI has developed this Authorized Reseller Agreement and Reseller Credit Application, which is appended hereto and made a part hereof by this reference. FDI reserves the right to amend and modify these Agreements at any time.

TERMS and CONDITIONS

RIGHTS AND OBLIGATIONS:

Reseller shall have the non-exclusive, non-transferable and revocable right to purchase, sell, market and promote products purchased from FDI, subject to the terms and conditions of this Agreement. Reseller shall not sell, directly or indirectly or deliver any FDI product to any country where a delivery of such FDI product would be prohibited by any applicable laws or regulations. All intellectual property rights, other than those expressly granted under this Agreement, that relate to the Products shall remain with FDI.

PAYMENT TERMS:

The initial order from all new Resellers must be prepaid either by credit card or C.O.D.

TERMS:

Our terms are net 30 days from receipt of products once a credit application is approved.

PURCHASE ORDERS:

Purchase orders **must** be used for all purchases. POs can be faxed to (818) 995-4422, emailed to your appropriate contact or physically mailed. Prices quoted on POs must agree with our current reseller prices for quantity ordered. All purchase orders must be issued in U.S. dollars.

All PO's for FDI product are subject to a minimum quantity of five (5) products ordered.

PAYMENT OPTIONS:

We accept company checks, Cashier's checks or Money Orders. Such checks must be made payable to Final Draft, Inc. All payments must be in U.S. dollars.

We also accept the following credit cards: MasterCard, Visa, Discover and American Express. A completed credit card application form is necessary at the time of setup to arrange for credit card payments.

Bank transfers (EFT) will also be accepted. Please request bank info from your Final Draft contact.

RETURN/EXCHANGE POLICY:

A Return Merchandise Authorization (RMA) number must be obtained before resellers can return/exchange merchandise. Contacting our Sales Coordinator can generate requested RMA's. Please be aware that RMA's are finalized and approved for credit offset **only** when all contents of our product is returned.. Reseller is responsible for all shipping charges for RMA's; FDI does not refund shipping charges on returned merchandise. Please ship merchandise to:

Final Draft, Inc. C/o Receiving Dept.
26707 W. Agoura Rd., Suite 205
Calabasas, CA 91302
RMA# _____

All customers and/or clients of an Authorized Reseller calling FDI directly inquiring about refunds or returns will be directed to contact the Reseller from which the merchandise was purchased. FDI will not interfere with Reseller return policies and procedures

DAMAGED MERCHANDISE POLICY:

In the event of damaged or nonfunctional product, FDI will replace the damaged or nonfunctional product free of charge to authorized resellers within 30 days. Customers who purchase product through an Authorized Reseller must claim damages through the same Authorized Reseller for service and/or replacement. FDI will not accept damage claims from resellers' customers directly.

STOCK ROTATION POLICY:

It is the policy of FDI to notify its Authorized Resellers of new or upgraded versions of products within 30 days of release. Resellers may exchange old version of products at no charge, within 30 days, by following our Return/Exchange policy above.

COMPETITION POLICY:

FDI is a developer, manufacturer and seller of all its products directly. It is FDI's policy to refer customers to Authorized Resellers in their area for purchase. Resellers are encouraged to submit advertising/pricing special information to FDI at any time for referral purposes. FDI reserves the right to promote, market and sell its products as it deems necessary. MINIMUM ADVERTISED PRICE (MAP):

In order to protect FDI's reputation for superior technology and quality products, FDI has established a Minimum Advertised Price (MAP) for selected FDI products as set forth in the current FDI Price List. This policy applies to all forms of advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all forms of advertising media, including, without limitation, the Internet and any other electronic network. FDI shall have the right to terminate supplying the product in question if any Reseller whose advertising of the product contains a price lower than the MAP. This policy only concerns advertised prices, and does not relate to actual sales price. For Resellers located outside the US, the USD MAP as set forth is the equivalent in the applicable foreign currency.

COOPERATIVE ADVERTISING:

FDI advocates the solicitation of cooperative advertising from its Resellers. Please contact our Marketing Dept. to discuss cooperative advertising prior to implementation.

SHIPPING SERVICES:

FDI utilizes UPS Ground, Federal Express and Federal Express International. If requested, FDI can use Resellers own account number for all shipping costs. FDI will "Drop Ship" to Reseller's customer address if required.

There is an additional charge for C.O.D. orders.

INTERNATIONAL SHIPMENTS:

Customs tax and duties assessed by foreign governments are the sole responsibility of the Reseller. FDI shipping charges do not include these fees. All Resellers, by signature, acknowledge and agree to pay all taxes and duties for shipments outside of the U.S.A.

TERM AND TERMINATION

This Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least sixty (60) days prior written notice.

GOVERNING LAW

The terms of this Agreement shall be governed under the laws of California

Signature

Date

Name

Company

Title

