



MSI MINIMUM ADVERTISED PRICE (MAP) POLICY

MSI is committed to manufacturing and selling the finest quality products available a reasonable market price to ensure that those products are promoted and supported by authorized resellers. We are dedicated to supporting authorized resellers of MSI Laptop and Desktop product line and brand at the highest level of channel integrity and pricing model. We consider that [UNAUTHORIZED] discounted advertising of our products is detrimental our channel partners' profitability and to the MSI brand.

As of 12-01-2016, MSI implemented a unilateral Minimum Advertised Price ("MAP Policy") Policy which established advertised price stands for selected Laptop and Desktop products.

MSI will monitor all authorized resellers with automated software scheduled to run at specific time daily. Authorized reseller(s) promoting and selling the [UNAUTHORIZED] discounted pricing of MSI products will be informed by MSI immediately. Once notified, the reseller will have a FORTY-EIGHT-HOUR (48-hour) window to adjust the MAP listing. The reseller will be given ONE (1) warning if and when failing to adjust or remove the [UNAUTHORIZED] listing of the particular SKU. As a consequence, the mentioned SKU will be ineligible for MDF, including but not limited to build to order, Inclusive, and any other VIR programs, throughout the entire noncompliant month.

If a SKU earns up to THREE (3) warnings within ONE quarter, the reseller will lose the eligibility for MDF, including but not limited to build to order, Inclusive, any other VIR programs, as well as Price Protection Coverage, on the violated SKU throughout the entire noncompliant **quarter**. Also to be removed from the MSI authorized reseller list.

MSI will discontinue shipping all products within a product line (e.g. Laptop and Desktop products) subject to the MAP Policy to any reseller advertising and selling MSI products below the Minimum Advertised Price (MAP) point set forth in the attached MAP price list or in subsequent revised MAP price list, in any print, television, radio, internet or other electronic advertising medium. The length of time which MSI will discontinue shipping such products will be THIRTY (30) days for the first violation of the Gaming Laptop/Gaming Desktop MAP Policy and will be SIXTY (60) days for the second and any subsequent violation of the Laptop/ Desktop PC MAP Policy. MSI reserves the right to modify MAP Policy and/or its MAP price list on a THIRTY-DAY (30-day) notice.

This MAP policy applies only to advertised prices, and does not apply to the prices at which products are actually sold by resellers.

MSI will strictly construe this policy; and we will, without prior notice, refuse to continue to sell products to any reseller that does not comply. This policy does not, at this time, apply to any MSI products lines or products no listed on the attached MAP Price list.

This MAP Policy supersedes any and all prior policies of MSI relating to advertised prices for its products. The purpose of this policy is to protect the interests of both our authorized resellers and us and to continue to build on the success of our brand image. It is with this in mind that we are determined to build a strong business relationship with our valued partners.

Attachments: MSI MAP Price List

Agreement

By: _____ Name/Title: _____ / _____

Company: _____