

**DYNABOOK AMERICAS INC.
MINIMUM ADVERTISED PRICE PROGRAM**

Announced March 16, 2020

Dynabook Americas, Inc. (formerly Toshiba Digital Products) is a leader in computer notebook and notebook accessories. The position of Dynabook products in the market is enhanced by high quality reseller outlets that offer to explain the special features and benefits to potential buyers, as well as promote the brand as a premium product to customers. Advertising Dynabook products at deep discounts diminishes the value of Dynabook products and Dynabook's image in the market. Moreover, it makes it more difficult to compete against other brands, or differentiate Dynabook's products from non-premium brands. For these reasons, Dynabook Americas Inc. has unilaterally adopted this Minimum Advertised Price Program (this "Program" or "MAP"), which applies to the Dynabook products listed on the attached **Schedule A** ("MAP Product(s)").

PROGRAM ELIGIBILITY

Dynabook resellers eligible to participate in this Program includes Dynabook's direct and indirect customers ("Dynabook Resellers").

MAP FUNDING

Dynabook Resellers who elect to participate in this Program will be eligible to receive MAP Funding. MAP Funding means certain co-operative advertising credits, rebates or marketing development funds estimated to subsidize Dynabook Reseller's advertising expenditures for promoting and advertising the MAP Products. This Program only covers advertising by Dynabook Resellers located in the United States and is not intended to cover advertising in any nation other than the United States.

PROGRAM PARTICIPATION IS STRICTLY VOLUNTARY

Dynabook Resellers are free to advertise MAP Products at any price they choose and can determine for themselves whether to participate in this Program. However, Dynabook also has the right to unilaterally announce the conditions upon which it will sell its products to resellers. Dynabook will, without assuming any liability, unilaterally withhold any MAP Funding in support of advertising that does not comply with this Program.

Dynabook will not discuss any conditions of acceptance related to this Program, as the conditions are non-negotiable and will not be altered for any Dynabook Reseller. This Program does not in any way constitute a request for, nor will Dynabook accept, an agreement with any Dynabook Reseller regarding advertised prices or compliance with this Program. Dynabook will, in its sole discretion, determine whether this Program has been violated.

This Program applies only to advertising of MAP Products and does not apply to actual sale prices. This Program is not incorporated into the Dynabook Reseller Agreement or any other agreement entered into between Dynabook and the Dynabook Reseller.

MAP PRODUCTS

An initial list of MAP Products is listed on the attached **Schedule A**. Dynabook will, from time to time, issue updated Schedule A's setting forth updated MAP Products and any additional terms and conditions that apply to them.

ADVERTISING REQUIREMENTS

Dynabook's logo must be as large as any other logos in comparable ad space and comply with placement criteria either provided or approved by Dynabook. Dynabook Reseller must comply with and utilize terminology provided by Dynabook for key Dynabook technologies.

Dynabook has unilaterally determined that it will be a violation of this Program for Dynabook Resellers to:

- (i) advertise any MAP Product at a net price that is less than the established MAP price (the "MAP Price");
- (ii) advertise any MAP Product as a part of a bundle of products collectively offered for sale, unless: (a) the bundle is advertised pursuant to a Dynabook's authorized promotion; (b) the bundle is advertised in a manner that includes the Dynabook Product as a free give-away with non-consumer electronics product and the price advertised for the bundle is a minimum of three (3) times the MAP Price of the MAP Product.
- (iii) advertise "global offer(s)" with certain manufacturer(s) excluded and where the offer when applied to the MAP Product would result in a net price in the advertisement that is less than the MAP Price. For example, if Dynabook Reseller advertises store-wide/department-wide sales or discounts applicable to all brands (including Dynabook brand) of a product type similar to the MAP Products and the "global offer" excludes certain manufacturers by name (e.g., "offer excludes Samsung TV's").
- (iv) advertise "tax rebates", "tax rebate sales" or other similar wording which when subtracting the rebate amount would bring the advertised price below the established MAP Price.

It will not be a violation of this Program for Dynabook Resellers to:

- (i) advertise free shipping/installation/training/services of MAP Products unless the advertisement specifies a monetary value for the activity which nets the MAP Product price below MAP;
- (ii) advertise financing terms available with the sale of MAP Products unless the advertisement specifies a monetary value for the financing which nets the MAP Product price below MAP;
- (iii) participate in any MAP authorized promotion (advertising below MAP), including but not limited to product bundles and consumer rebates; or
- (iv) advertise via direct email of a specific discount amount, or discount percentage, which nets the MAP Product price below MAP, if only the discount amount/percentage (and not the net price) is shown.

“ADVERTISING”

For purposes of this Program the terms “advertise,” “advertising,” and “advertisement” include all media, including but not limited to flyers, posters, coupons, mailers, brochures, inserts, newspapers, magazine catalogues, mail order catalogs, promotion codes, television, radio, public signage, e-mail and the internet.

ADVERTISING ON THE INTERNET shall include all price information available through publicly available places on the Dynabook Reseller’s website. Advertising on the internet shall also include all price information available through any other website, including but not limited to search engines, auction sites, price comparison sites, affiliate sites and platform partner sites. However, only Dynabook Resellers who advertise MAP Products for sale on these third party platforms shall be responsible for compliance with this Program. See product specific “**Special Terms**” on **Schedule A** for details.

MAP PRICES

Dynabook will provide Dynabook Reseller with a current list of MAP Products and their respective MAP Prices, from time to time. Dynabook will provide notice of any changes to this Program and any new MAP Prices via e-mail and/or Dynabook’s secured website that it makes available to Dynabook Preferred Partner Resellers.

PROGRAM VIOLATIONS

Dynabook will notify the violating Dynabook Reseller of any Program violations and the action taken by Dynabook. **Schedule A** sets forth the specific MAP Funding action for the MAP Products. Decisions of Dynabook are final and are not subject to appeal by Dynabook Reseller.

Dynabook employees have been instructed not to discuss this Program or any violations with anyone outside of Dynabook, including Dynabook Resellers or their employees. Dynabook does not seek and will not accept assurances of compliance with this Program at any time. We request that Dynabook Resellers not attempt to discuss such matters with Dynabook employees.

POLICY ADMINISTRATOR

Dynabook has designated an administrator of this Program at its headquarters in Irvine, California. Questions, if any, regarding the interpretation of this Program should be set forth in writing and directed to the MAP Administrator. The MAP Administrator can be contacted at the following address: MAP Administrator, Dynabook Americas, Inc. at 5241 California Ave Suite 100, CA 92617, Attention: The Legal Department.

RESERVATION OF RIGHTS

Dynabook reserves the right to modify, suspend or discontinue this Program at any time at its sole discretion. Notice will be provided by the MAP Administrator to Dynabook Resellers of MAP Products. Only the MAP Administrator is authorized to communicate modifications, suspensions or discontinuance of this Program.

Notwithstanding anything set forth in this Program, Dynabook reserves the right to unilaterally determine which resellers it will supply Dynabook products to and may for any reason, without assuming any liability, refuse to accept new orders for any and all Dynabook products.