



Minimum Advertised Price (MAP) Policy

Elo Touch Solutions, Inc. ("Elo") has established a Minimum Advertised Price ("MAP") Policy, which implements standards for advertisements of Elo products ("Products"). The MAP Policy applies to all authorized U.S. distributors, dealers, and resellers of Elo Products ("Resellers").

As an industry leader for over 50 years of touchscreen innovation, Elo has built a strong reputation and loyal following among end-user customers of our products. In order to protect that reputation and to support our partners, who provide invaluable sales and product assistance to end-users, Elo has implemented this MAP Policy.

This MAP Policy is not setting Reseller's actual resale price and only applies to Reseller's advertised pricing. Resellers are free to establish resale pricing at their sole discretion.

Elo maintains the right to unilaterally impose sanctions outlined in this policy against any Resellers that advertise Elo Products in violation of the guidelines established herein.

PRODUCTS SUBJECT TO MAP POLICY

A list of all Products subject to this MAP Policy as well as the minimum price set for promotion of the Products shall be available upon request from the Elo Channel Management Team at Elo.elite.na@elotouch.com.

ADVERTISING MEDIA TO WHICH MAP APPLIES

The MAP Policy shall apply to advertising including, but not limited to: Catalogs, flyers, newsletters, print ads (inserts, magazines, catalogs, newspapers, etc.) and direct mailers, including email, text, and faxes advertising prices, and in-store displays, banners, and end caps, as well as internet advertising (including web sites of Resellers, shopping and marketplace sites that advertise prices on Products, auction sites with a minimum starting bid, banner ads, broadcast emails, destination pages, and other internet pricing due to the public nature of the internet, except for internet "checkout" pages on which the customer makes the final purchase).

ADVERTISING AND SELLING PRODUCTS

The following rules govern advertising of Product pricing:

1. For purposes of this policy, an "advertised price" means any publicly displayed offer to sell a Product that includes a sale or transaction price.
2. Any Reseller that supplies to, or fulfills a Product on behalf of, any other person or entity that advertises any Product below the MAP will be in violation of this policy.
3. Setting or negotiating actual sales or transaction prices, without advertising, is not a violation of this Policy.
4. The inclusion by Resellers of free or discounted products, rebates, or bundled promotions with a Product will be taken into account with respect to the advertised price regarding MAP compliance.

ADVERTISING NOT COVERED BY MAP

1. The shopping cart of a web site, as long as Product was placed there by the consumer (by clicking an "Order" or "Add to Cart" button).
2. Special Elo promotions on Products, such as Instant Rebates which are publicly advertised by Elo and accessible to all channel resellers. As long as the price (at or above the MAP) is shown along with the Elo authorized rebate or discount amount, advertising such special promotions is not a violation of the MAP Policy.
3. Prices appearing as 'strike through' or marked out are permitted as long as the price advertised or listed for Products is at or above the MAP.

COMPLIANCE

Elo will monitor prices advertised by Resellers, either directly or via retained third parties. Elo will enforce this policy in its sole discretion. Elo specifically reserves the right not to do business with Resellers who violate the MAP Policy and to cancel, and have its authorized distributors cancel, existing, accepted unshipped orders and refuse to accept new orders from Resellers or from distributors for such Resellers, for Elo products.

In the event a Reseller fails to comply with the MAP Policy, Elo may unilaterally impose the following sanctions in its sole discretion:

First Offense: Written warning from Elo Channel Management Team that Reseller is in violation of the MAP Policy.

Second Offense: Elimination of the partner discount (if any) on all Elo Products involved in the MAP violation for a three (3) month period immediately upon Elo's discovery of the violation.

Third Offense: Indefinite suspension of the partner discount (if any) for all Elo products immediately upon Elo's discovery of the violation, as well as revocation of any deal registration, allocation of leads, placement on Elo's partner lists, demonstration units, and marketing funds currently made available.

Elo independently investigates each potential MAP Policy violation and uses internal and external third-party research to substantiate violations. Elo will provide written notice of failure to comply with the MAP Policy as more specifically set forth above; provided however Elo retains the discretion to modify the sanctions as situations warrant in its sole discretion. Elo will not respond directly to questions, comments, or allegations from one reseller regarding the activities of another reseller.

POLICY MODIFICATIONS

Elo reserves the right to modify, suspend, or discontinue the MAP Policy in whole or in part in its sole discretion at any time.

QUESTIONS REGARDING MAP POLICY

All questions or comments regarding this MAP Policy are to be directed to the Elo Channel Management Team at Elo.elite.na@elotouch.com. The Elo Channel Management Team shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and violations, and receiving any communication regarding sanctions imposed under this policy. No other Elo representative is authorized to confirm compliance with this policy, discuss it, or amend it.

Elo Channel Management Team:

Elo.elite.na@elotouch.com | www.elotouch.com/elite-partner-program