

KINESIS CORPORATION
MINIMUM ADVERTISED PRICE (MAP) POLICY
EFFECTIVE March 1, 2010

Kinesis Corporation (Kinesis) designs, manufactures, sells and distributes certain Kinesis products that are advertised, marketed and sold using copyrighted materials, trademarks, trade names and brands that belong to Kinesis and/or its affiliates.

In order to protect the reputation for high quality, value and dealer support of Kinesis-branded products in the marketplace, Kinesis has adopted a Minimum Advertised Price (MAP) Policy. Kinesis believes that its dealers should earn profits adequate for them to invest in Kinesis inventory and to provide a high level of service for Kinesis products. Kinesis further believes that by marketing Kinesis products below certain price levels, dealers undermine Kinesis' reputation as a maker of high-quality products and discourage other Kinesis dealers from offering the level of products and services that Kinesis believes are necessary to benefit consumers of Kinesis products.

Effective March 1, 2010, Kinesis' MAP Policy is as follows:

1. Minimum Advertised Price Policy: With respect to products for which a MAP is specified on the current Kinesis Price List, it is Kinesis' unilateral policy to cease supplying for a period of ninety (90) days all Kinesis products for which there is a MAP to any dealer whose advertising of the product (i) fails to display prominently the MAP for the product as specified on the current Kinesis Price List; (ii) contains a strike through or other obliteration of the MAP; (iii) is accompanied by a lower price for the featured product along with the MAP; or (iv) contains a price lower than the MAP set forth in the current Kinesis Price List. Dealers who fail to abide by Kinesis' MAP Policy may face other consequences, including complete termination of Kinesis' business relationship. *Kinesis will not provide prior notice or issue warning before taking action under this MAP Policy.*

2. Scope of MAP: This MAP Policy applies to all forms of dealer advertising using the Kinesis name or other protected materials, including mailings, catalogs, displays at exhibitions and shows, show-special flyers and hand-outs, and any and all other forms of advertising media, including, without limitation, radio, television, newspapers, magazines, direct mailers, flyers, coupons, posters, e-mail, newsletters, the Internet and any other electronic network. Any price information relating to Kinesis products on an Internet website that can be accessed directly through any hypertext link or by any other method that uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this MAP Policy. This includes, but is not limited to, pricing feeds to shopping search engines such as pricegrabber.com.

An e-mail sent to a consumer in response to a request for pricing information is not considered to be advertising for purposes of this MAP Policy. Actual selling prices may be shown at the shopping cart stage. But no language indicating "prices below MAP", "prices too low to publish", "click for lower price" or "click for best/our price", for example, may be used to entice the customer to the shopping cart. Informational product pages must reflect MAP. For the sake of clarity, in-store displays and point-of-sale signs posted at or near Kinesis product displays, or other product packaging that simply state price, is not considered advertising for purposes of this MAP Policy.

3. Limitation of MAP: This MAP Policy only concerns advertised prices, and does not restrict or apply to and is not intended to restrict or apply to the actual prices at which Kinesis products are sold or offered for sale to an individual customer, whether in person, by telephone or the internet. This MAP Policy is not intended to limit the ability of a dealer to advertise its general pricing policies, including policies about "meeting or beating a competitor's price," so long as the advertised prices of Kinesis products satisfy this MAP Policy. Kinesis resellers are free to sell Kinesis products at any price they choose.

4. Changes to MAP: Kinesis may from time to time offer special promotions on certain Kinesis products covered by this MAP Policy (e.g., for new or discontinued products). Kinesis reserves the right to modify or suspend this MAP Policy with regard to Kinesis products at its sole discretion.

5. Unilateral and Exclusive Nature of MAP: This MAP Policy is a statement of Kinesis' unilateral policy and expresses the unilateral terms upon which Kinesis will deal with its dealers. Implementation of this MAP Policy is solely Kinesis' decision and responsibility.

Any questions regarding this MAP Policy should be sent to sales@kinesis.com. No employee or sales representative of Kinesis (or any other entity) has any authority to discuss or modify this MAP Policy. Kinesis does not seek, nor will it accept, any agreement or understanding with dealers or anyone else with respect to the prices a dealer may advertise or charge.

Receipt Acknowledged By: _____

Reseller/Dealer Name: _____

Name of Authorized Representative: _____

Title: _____

Email: _____

Signature: _____

Date Signed: _____

Synnex Distribution Account #: _____

Synnex Rep Contact Name: _____

Return this signed policy document to Kinesis' via fax at 425-402-8181. Any questions regarding this MAP Policy should be sent to sales@kinesis.com.