

Acer Incorporated

Antitrust and Fair Competition Guidelines

Acer Incorporated, together with its affiliates and subsidiaries (collectively, “**we**”, “**Acer**” or “**Company**”), hereby adopt the Antitrust and Fair Competition Guidelines (the “**Guidelines**”) as follows:

Statement of Core Principles

- Compliance with all laws—including antitrust and fair competition laws—is a core Acer value.
- Acer believes that we will prosper in a marketplace free of collusion and anti-competitive practices.
- Acer seeks to reduce the legal risks and the serious negative impacts on our business that could arise from violations of antitrust and fair competition laws.
- In addition, Acer aims to strengthen its commitment to ethical behavior and integrity by promoting compliance with antitrust and fair competition laws.

Obligations of Acer Employees

All Acer employees are required to not only comply with these Guidelines and all applicable laws, but also report to the relevant compliance officer actual or suspected violations of antitrust and fair competition laws.

A. Activities That Violate Antitrust Laws

Since antitrust laws vary by jurisdiction, these Guidelines cannot provide exhaustive guidance, but only general guidance on certain prohibited activities. If you have any concerns, doubts or specific questions not addressed in these Guidelines, please consult the relevant compliance officer in your region.

Generally, antitrust laws are targeted at activities that may hinder or limit competition in the marketplace. The following are commonly prohibited activities:

1. Cartels and Other Competitor Agreements

“Cartels” can be any behavior among competitors which has the effect or intent of restricting or corrupting competition, such as fixing prices, restricting output, rigging bids, or allocating customers, territories or markets, with a view to increasing a company’s profits by reducing competition.

Such illegal behavior does not have to be explicit or in writing. It can be as simple as an “understanding” implied in a conversation, and can be formal or informal, oral or written, express or implied. Generally speaking, any agreement or understanding reached between or among competitors must be carefully scrutinized for potential antitrust implications.

Listed below are prohibited activities which are commonly seen in the market:

Activity	Description
1. Price fixing:	Discussion or agreement among competitors on prices and price information, e.g., timing or method of price change
2. Customer allocation:	An agreement among competitors to divide sales territories or assign customers
3. Market allocation:	An agreement in which competitors divide markets among themselves
4. Bid rigging:	The way that conspiring competitors effectively raise prices where purchasers acquire goods or services by soliciting competing bids. Essentially, competitors agree in advance who will submit the winning bid on a contract being let through the competitive bidding process
5. Boycott:	An agreement among competitors to refuse to deal with a customer, supplier or competitor including certain agents

One of the keys to avoiding antitrust violation is being careful in any dealings with competitors. Here are some tips:

<u>Dos</u>	<u>DON'Ts</u>
<ul style="list-style-type: none"> ● Avoid all meetings and discussions with competitor unless there is a legitimate business purpose unrelated to competition ● Before meeting with competitors, document the business purpose of the meeting and/or insist on an agenda identifying the topics of discussion ● In the meeting, stick to the agenda and make a record of the meeting (time, place, participants, etc.) and the matters discussed showing that no illegal antitrust activity has 	<ul style="list-style-type: none"> ● Never discuss or share any sensitive information (e.g., price, trade conditions, terms of sale and payment, production rate or inventory, sales volume, whether past, present or future) with any competitor in any form (in public or by email, phone, text message, etc.) ● Where competitors intend to discuss sensitive information relating to competition (e.g., price, quantity, production rate, customers), you should (i) refuse any discussion, (ii) leave the

<p>occurred</p> <ul style="list-style-type: none"> ● Employees should stay alert to any contact and correspondence with industry players, and should record in writing full details of any contact with competitors, with specific statement to competitors of Acer's refusal to engage in any anti-competitive activity ● Obtain competitors' pricing information only from public sources and keep a clear record of the information confirming the source from which it is obtained ● Avoid any reference to Acer's present and future pricing information in the response to the inquiries by analysts, market researcher and media 	<p>meeting immediately, (iii) make sure the your refusal and departure are documented, and (iv) report such incident to the management or legal department</p> <ul style="list-style-type: none"> ● Do not discuss any business information with friend who is also a competitor, and do not use personal email or phone for business communication purposes ● No refusal to deal or preferential treatment without justifiable reasons ● No tying or bundling (see below) without justifiable reasons; if bundling is adopted, customers should have the option to buy single product separately
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If anything raises antitrust concern, you should consult with a compliance officer first

2. Abuse of Monopoly Position

A monopoly, and the dominant position enjoyed by such a business, is not illegal per se. It is the company's abuse of the monopoly power to squeeze out competitors that violates the antitrust laws. If a company has a high market share—or has a reasonable prospect of obtaining a high market share—such that the company possesses monopoly power in a given market, then it is subject to the antitrust laws on monopolization. Whether a monopoly exists is a complex legal issue. You should consult with the compliance officer if you believe that the Company's share in a given market exceeds the threshold as set out by relevant law in that region.

The following are examples of anti-competitive monopolistic behavior:

- 2.1 **Predatory pricing.** Charging unreasonably high prices which may exploit customers, or charging unrealistic low prices which may be used to drive competitors out of the market
- 2.2 **Forcing unjustified or unfair trading conditions upon trading partners, which may include:**

- **Bundled discount:** offering a bundled discount on a package of two or more products, where the seller has a monopoly position on one of the products and a competitor cannot match the bundled price on the non-monopoly product;
- **Refusing to deal:** Refusing to deal with a competitor, or with a customer or supplier of a competitor, where the deal would be profitable and no reason exists for refusal other than to exclude competition;
- **Exclusivity:** Demanding exclusivity from suppliers or customers so that competitors are blocked from essential inputs or channels of distribution.

3. Other Anti-competitive Conducts

Acer is required to deal with its customers and suppliers fairly and in a manner that best advances the competitiveness of Acer's products. Restrictions on the resale of a company's products—such as resale price agreements, exclusive territories and tying arrangement—can be illegal if they impair competition. The following activities may be, *in certain circumstances*, violations of the antitrust laws:

- **Dictating resale prices.** Resale price agreements may dictate the price at which a retailer can charge for a product. This may include, among others, agreements or concerted practices to fix resale prices, determine minimum resale prices, or to fix a minimum price to be charged by the customer. This may also include indirect measures, such as fixing the distribution margin, fixing the maximum rebate or discount a distributor may grant from a certain price level, and making rebates conditional on certain price levels. The antitrust laws permit a company to issue suggested retail prices, but the retailer must be free to decide on their own resale prices.
- **Exclusivity.** An agreement that gives a dealer exclusive rights to sell products in a particular territory or category of customers, and restricts other dealers from infringing those exclusive rights, can be illegal or subject to restrictions. Any contemplated exclusive agreements or arrangements must be referred to the legal department for review.
- **Tying or bundling.** Tying takes place where customers are unable to freely decide the products which they want to buy; bundling refers to sale of highly desirable product or service only on condition that a customer buys a second product or service (not a gift for promotion purpose), or buys an undesirable one.

Many of these potential violations occur only in certain circumstances; they also arise out of resale agreements with retailers and resellers. Therefore, you should consult with a compliance officer or the law department before considering any

deals that may touch on these issues.

B. Internal Control and Procedures

1. Compliance Officers

The general counsel shall be the chief antitrust compliance officer for the Company and shall oversee all of Acer's antitrust compliance activities.

Each regional legal director shall serve as the regional antitrust compliance officer, oversee antitrust compliance in their respective regions and provide the general counsel with antitrust law updates when appropriate.

2. Education and Training

The general counsel shall be responsible for the arrangement of Acer's internal antitrust education and training. The antitrust training manual shall be posted in Acer's intranet for all employees. An antitrust training material shall also be included in the orientation package given to new employees.

3. Reporting and Notification

All employees are required to report as soon as possible to a compliance officer: (1) any conduct that is an actual violation of the antitrust laws; (2) any conduct that the employee suspects might be a violation of the antitrust law; and (3) any suspicious conduct that might lead to evidence of a violation.

Reports may be sent to the following persons:

Headquarters: Deputy General Counsel

Regional Office: Legal Director of relevant regional office

(Please refer to the organizational chart at My Acer)

4. Handling Procedures upon Potential and Actual Breach

4.1 If potential breach of relevant antitrust laws or regulations is reported, each relevant compliance office should review the incident and take necessary measures to prevent actual breach.

4.2 Where the Company has constituted actual breach of relevant antitrust laws and regulations, the relevant compliance officer should first notify the management of such breach and, where necessary, seek professional legal advice from outside counsel. Each compliance officer shall report such breach to the relevant governing authority as required by law.

4.3 Employee who discovers or has reasons to believe that the Group's supplier, contractor or distributor breaches or is suspected to breach relevant antitrust laws or regulations should report such breach or

suspected breach to the compliance officer as soon as possible.

- 4.4 If the Company's supplier, contractor or distributor breaches or is suspected to breach relevant antitrust laws or regulations, the Company shall, upon request, duly cooperate with government authorities in the investigation of antitrust matter.

5. Public Report of Antitrust Breach

Apart from the public announcement required by law, the Company may include a statement of the Company's compliance or breach of relevant antitrust laws or the Guidelines in the public document.