

Reseller Promotion Bulletin

Reseller Promotion; **ZP2101-TPT-ITESPTFRDCS**

To: Resellers located in Europe, Middle East and Africa (including members of Zebra's PartnerConnect Channel Program), entitled to purchase Advanced Data Capture products ("**Eligible Reseller(s)**").

From: EMEA Channel Operations

Date: 29 June 2022

1. Promotion Description

In order to respond to competitive market conditions in Italy, Spain, Portugal and France, Zebra Technologies Europe Limited ("**Zebra**") is pleased to announce this Promotion which enables a significant discount to Eligible Resellers ((via select Zebra authorized distributors ("**Authorised Distributors**")) on selected Zebra Advanced Data Capture products ("**Promotion Products**").

2. Promotion Period and Promotion Countries

Promotion Period:

Start Date: 18 January 2021

Expiration Date: 1 July 2023

Promotion Code: **ZP2101-TPT-ITESPTFRDCS**

Promotion Countries: This Promotion is available for sales to Eligible Resellers located in Italy, Spain, Portugal and France.

Contact Details: Please contact your chosen Authorised Distributor for details on how you may be able to participate in this Promotion.

3. Promotion Details

In order to respond to competitive conditions in the Promotion Country(ies), purchases of Promotion Products, as listed in section 4 below, by an Eligible Reseller may be eligible for a Promotion discount via the Eligible Reseller's chosen Authorised Distributor(s) ("**Promotion Recommended Discount**").

In order to qualify for the Promotion Recommended Discounts, Eligible Resellers must comply with all the terms of this Promotion as set out in this Promotion Bulletin ("**Terms**").

Furthermore, the participating Eligible Reseller(s) acknowledge that Zebra is not permitted to do other than recommend that any Promotion Recommended Discount is provided by an Authorised Distributor, and in particular Zebra will not in any way limit an Authorised Distributor's ability to offer a greater discount or to otherwise prohibit Authorised Distributors to sell to Eligible Reseller(s) at a lower price.

The participating Eligible Reseller(s) also acknowledge that Zebra's obligations in relation to pricing assurances are governed by and subject to all relevant antitrust or competition legislation that may govern in any particular country and with which Zebra is required to comply. Zebra shall not be deemed to have committed a breach of this Promotion if it is unable to give such pricing assurances as a result of legislative restrictions.

4. Eligibility Criteria

To be eligible for the Promotion Recommended Discount, the following criteria apply ("**Eligibility Criteria**"):

1. Only sales made of the Promotion Product(s), via Authorised Distributors to Eligible Resellers qualify under the Promotion;

and

2. Eligible Resellers' ship to address, for the Promotion Products purchased from Authorised Distributors must be in the Promotion Country(ies).

Note: Eligible Resellers are free to resell the Promotion Product to end users located anywhere within EMEA, subject to the applicable import and export control laws (incl. the US export control and trade sanction laws and other local rules) and the associated provisions set out in the applicable PartnerConnect terms.

5. Promotion Product(s)

The Promotion is available for each of the Promotion Product Families set out below.

| Promotion Product Family |
|--------------------------|
| DS227X |
| DS460X |
| DS770X |
| DS930X |
| LI427X |
| LS120X |

Notes:

1. Any and all prices, discounts and Promotion Recommended Discount levels listed in this section 5 are Zebra Confidential Information and as such may not be disclosed to any third parties.
2. Any values provided are correct as at the date of issue of the Promotion Bulletin and are subject to change at any time at Zebra's sole and absolute discretion.

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6. Additional Terms

1. The Promotion is open to Eligible Resellers located in a Promotion Country with access to Promotion Products. The Promotion applies to valid transactions made during the Promotion Period by an Eligible Reseller (via an Authorised Distributor), in accordance with the Eligibility Criteria listed in the Promotion Bulletin. Promotion Products must be sold to, and shipped to, Eligible Resellers in the Promotion Country (ies) only.
2. Zebra will have no liability for lack of Promotion Product(s) supply.
3. The Promotion cannot be combined with other Zebra promotions, price concessions (exceptions) and/or deal registration.
4. Zebra reserves the right to modify, withdraw or cancel the Promotion (in whole or in part) at any time and/or in any geography for any or no reason without prior notice. Zebra disclaims any responsibility or liability for loss of sales or profits resulting from the cancellation or modification of the Promotion, or for Zebra's failure to provide advance notice of cancellation or modification of the Promotion Sales to, and ship-to address for, non – Eligible Resellers will not be eligible for the Promotion Rebate.
5. Products purchased and subsequently returned for refund are not eligible for the Promotion. Only Promotion Product(s) purchased directly from Zebra will be recognised in the Sales Out reports.
6. The benefit provided under the Promotion is intended for the ultimate benefit of Eligible Resellers located in the Promotion Countries and will not be offered to support the sales of Eligible Resellers or of their direct or indirect reselling customers to other non-Eligible Resellers. For the avoidance of doubt, nothing in this Promotion prevents Eligible Resellers from using the Promotion benefit to sell Promotion Products to end users located anywhere in the Europe, Middle East and Africa region, subject to the applicable import and export control laws (incl. the US export control and trade sanction laws and other local rules) and the associated provisions set out in the applicable PartnerConnect terms. The Promotion cannot be combined with other Zebra promotions, price concessions (exceptions), deal registration and/or the Distributor Fulfilment Rebate Program.
7. It is the obligation of the Authorised Distributor and each Eligible Reseller participating in the Promotion to ensure that the terms of the Promotion are adhered to by its direct and indirect reselling customers.
8. Audits: Zebra is entitled to carry out at any time an audit of the Eligible Reseller purchasing under the Promotion, in order to confirm that such Eligible Reseller and / or any of its direct or indirect customers involved in the specific sale chain is / are complying with their respective obligations hereunder. Under such audit Zebra may request, among other information, redacted (without price information) information verifying the volume and / or type of Promotion Products purchased by an Eligible Reseller, proof of shipment and / or other supporting documentation required to verify the location of the Eligible Resellers' direct or indirect reselling customers. Audits may be carried out by Zebra or an independent audit team. Zebra will provide the Eligible Reseller with at least three (3) days' notice of an audit. The Eligible Reseller must fully cooperate with the audit teams. Lack of cooperation with such audit request will be deemed, in Zebra's sole and absolute discretion, a Promotion Violation (as defined below).
9. Promotion Violations: Any non-adherence or (in Zebra's sole and absolute discretion) reasonable suspicion of non-adherence to the Promotion rules, the applicable PartnerConnect agreement terms, the PartnerConnect Program rules, or applicable laws will be considered a Promotion Violation.

Zebra may determine, in its sole and absolute discretion that a Promotion Violation has occurred as a result of, but not limited to, the following instances:

- a) Where the Eligible Reseller, or any of its direct or indirect reselling customers, are not complying or (in Zebra's sole and absolute discretion) are reasonably suspected of not complying with the Promotion rules (including clause 8 herein and Zebra's request for cooperation with an audit), the applicable PartnerConnect agreement terms, the PartnerConnect Program rules, or applicable law, Zebra will deem the Promotion to have been violated.

- b) Where the Eligible Reseller provided incorrect or incomplete information or information which (in Zebra's sole and absolute discretion) is suspected as incorrect or incomplete information as part of their participation in the Promotion, Zebra will deem the Promotion to have been violated.

Should the Eligible Reseller be of the opinion that no Promotion Violation has occurred, the Eligible Reseller is invited to prove to Zebra that there was no wrongdoing by any and all reselling companies included in the specific sales chain. Notwithstanding the above, Zebra's decision regarding the occurrence of a Promotion Violation shall be final.

10. Enforcement rules:

In case of a Promotion Violation (whereby Zebra shall determine in its sole and absolute discretion whether such has occurred per above), and without limiting any of its additional rights, Zebra may exercise any or more than one of the following measures in any particular order (the list is just indicative):

- a) Terminate the Eligible Reseller's participation in the Promotion.
- b) Send a warning letter to the Eligible Reseller and / or any of its direct or indirect reselling customers (if members of PartnerConnect).
- c) Refuse to support and retract part or whole of the Promotion Recommended Discount associated with the specific Promotion Violation.
- d) Claim back part or whole of any rebate / discount already provided.
- e) Charge the Eligible Reseller a specific compensation for administration costs as follows:

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| \$2K for each Promotion Violation (on a per Claim basis) | Such charge to apply in addition to any Zebra rights under Clauses 10c / d above. |
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Zebra shall have the right to deduct or set-off the compensation amount from or against any funds and / or rebate(s) accrued and / or earned by the Eligible Reseller.

- f) Prevent the Eligible Reseller's or any of its direct / indirect reselling customers (who are members of PartnerConnect) participation in the Promotion or any other Zebra special pricing programs (including deal registrations and price concessions) for a period of 30 – 90 days.
- g) Place the Eligible Reseller or any of its direct / indirect reselling customers (who are members of PartnerConnect) in a NOT IN GOOD STANDING status for a minimum period of 90 days.

When a member of PartnerConnect is placed in a NOT IN GOOD STANDING status, Zebra may reassign them to a lower level within PartnerConnect (where applicable) and/or withhold additional PartnerConnect benefits, such as promotion to the next level within PartnerConnect and/or rebates and promotional prices that they would otherwise be eligible for during such period.
- h) Terminate the PartnerConnect membership of the Eligible Reseller and / or any of its direct / indirect reselling customers (who are members of PartnerConnect).

11. The Promotion is subject to the confidentiality clauses contained in the relevant Zebra PartnerConnect Distributor Agreement. Eligible Resellers must (and agree to ensure their direct and indirect customers also) keep all information provided as part of this process confidential and only share it (both internally and externally) on a need-to-know basis.
12. The Promotion cannot be transferred or assigned by an Eligible Reseller.
13. By participating in the Promotion, the Eligible Reseller acknowledges that Zebra and its contractors, agents and representatives, will be required to collect and use certain information (including personal data as permitted by applicable laws) for the purposes of administering the Promotion. Zebra agrees to comply with all applicable requirements as included in the applicable PartnerConnect agreement terms and Zebra's Privacy Statement available [here](#). If the Eligible Reseller's personnel wish to opt out of receiving communications relating to the Promotion at any time, Eligible Reseller acknowledges that they can contact Zebra as specified in Zebra's Privacy Statement.

14. The Promotion is valid for the Promotion Period only.
15. All prices listed in the Promotion Bulletin are accurate at the date of issuance of the same only and may be superseded by any formal price change
16. By purchasing the Promotion Product(s), using the benefits of the Promotion, the Eligible Reseller is deemed to participate in the Promotion and to have accepted and agreed to comply with its terms as set out herein. The Promotion is subject to the laws of England and Wales and the Eligible Reseller agrees to be bound by the exclusive jurisdiction of the courts of England and Wales.
17. The terms of the Promotion are supplemental to and do not affect the validity of the PartnerConnect agreement applicable to the Eligible Reseller, which shall remain in full force and effect.