



Minimum Advertised Price (MAP) Policy

North America

Zebra Technologies Corporation ("Zebra" or "Company") has implemented a Minimum Advertised Price ("MAP") policy, which establishes standards for media advertisements of the Zebra products listed in Exhibit A ("Products"). The MAP policy applies to all US and Canadian distributors, dealers and resellers of Zebra products, including members of the **Zebra PartnerConnect™** Channel Program ("Resellers").

Zebra built a strong reputation in the market and is committed to protecting and advancing such reputation by positioning its value-added, high-quality products effectively in the marketplace and by ensuring end users receive appropriate sales and product support. The Company has implemented this MAP policy to advance these goals. Further, Zebra wants its committed Resellers to have the appropriate incentive to invest resources into marketing Zebra products and servicing Zebra's and our Resellers' end users.

Although Resellers remain free to establish their own actual resale prices, Zebra will, without assuming any liability, unilaterally impose sanctions as described in this policy against Resellers who advertise Zebra Products in violation of this MAP policy. Zebra will not discuss with Resellers any conditions of acceptance related to this MAP policy, as it is unilateral and non-negotiable, and it will not be altered for any Reseller. Each Reseller is free to independently decide whether or not to follow this policy; Zebra does not ask for, nor will it accept any assurance of compliance or agreement from a Reseller regarding this policy. Nothing in this MAP policy or in any other contract or agreement with Zebra shall constitute an agreement between Zebra and Reseller regarding this MAP policy or the resale prices at which Zebra Products are sold by any Reseller.

MAP applies only to advertised prices and does not apply to the price at which the products are sold.

Advertising and Selling Products

The following rules govern advertising of Product pricing:

1. You are encouraged to use the internet or other electronic media as a means to promote, advertise and sell Products, provided, however, you do not advertise Products on such electronic media at prices below MAP. 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 price will be in violation of this policy.
3. Each Reseller is individually responsible for deciding whether and how to advertise in compliance with MAP. Zebra will not review ads, websites or other similar marketing material in advance to determine compliance with MAP.
4. Setting or negotiating actual sales or transaction prices, without advertising, is not a violation of this Policy.
5. 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 Covered by MAP

6. Internet advertising (in all areas of a website above the “shopping cart” level on any web site including the password protected sites of such web site, and other pages that follow upon “click-through”) including:
 - a. Internet-only “e-tailers” that offer Products
 - b. Web sites of traditional retailers, distributors, and mail-order businesses that offer Products, including membership clubs
 - c. On-line services and portal sites that advertise Products (such as, but not limited to aol.com, and yahoo.com)
 - d. Shopping sites (“bots”) that advertise prices offered on Products (such as, but not limited to, mylamon.com, dealtime.com and bottomdollar.com) and marketplace sites (e.g., Amazon and Rakuten)
 - e. Auction sites with a minimum or starting bid (such as ubid.com, eBay.com and Buy-it-Now)
 - f. “Banner ads” for Product placed on any web site (including the store’s own web site) and pages that follow banner ads upon “click-through”
 - g. Any other electronic communication, media or display of a price accessible by a search engine, web crawler or specialized shopping and pricing engines
 - h. A ‘click for price’ or ‘mouse over for price’ button on a website
 - i. A percentage or monetary discount advertised in conjunction with the price, that brings such price below MAP

Advertising Not Covered by MAP

7. In-store merchandising (such as store signage, price tags, window displays, banners etc.)
8. Print advertising (such as in newspapers or magazines), radio ads, TV ads, direct mailers, flyers, posters, coupons, brochures, catalogues and direct emails
9. 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)
10. Electronic websites operated by or for federal, state and local customers (such as GSA) displaying contractually agreed to pricing
11. Direct marketing to pre-existing customers including pricing offered to such customers via email, phone or through a ‘bid’ process in response to customer inquiry that was not invited, suggested, or solicited and is not an automatic response to a customer action
12. Special Zebra promotions on Products, such as rebates or other discount programs. As long as the MAP price is shown along with the Zebra authorized rebate or discount amount, advertising such special promotions is not a violation of the MAP policy
13. Rounding down the price to the nearest dollar, e.g., \$2,999, rather than \$2,999.99, will not constitute a violation of MAP
14. Advertising financing or free shipping and handling in connection with the purchase of any Product
15. Advertisements indicating that a Reseller ‘has the lowest prices’, that it will ‘meet or beat any competitor price’, or that its prices are ‘too low to mention’, or advertisements that ‘call for a price’ or phrases of similar import
16. Products advertisements without any pricing listed
17. 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 price

Compliance

Zebra will monitor price advertised by Resellers, either directly or via the use of Zebra retained third parties. Zebra will enforce this policy in its sole discretion; therefore, no Reseller has the right to rely on the continuation of the MAP policy or any effort by Zebra to address its violations. Zebra specifically reserves the right not to do business with Resellers who compromise the perceived value of Zebra and its products 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 Zebra products.

In the event a Reseller chooses not to follow the MAP policy, Zebra may unilaterally impose the following sanctions in its sole discretion:

1. **First policy violation:** Notification to the policy violator to cure such violation within seventy-two (72) hours. If violation is not cured within such period, or if the Reseller is found to violate the MAP Policy again, it will be considered a second policy violation.
2. **Second policy violation:** Thirty (30) days restriction from Program Benefits (as defined below).
3. **Third policy violation:** Sixty (60) days restriction from Program Benefits.

*Program Benefits include, but are not limited to: deal registration, allocation of leads, placement on partner locator, demonstration units, and marketing funds and are only available to PartnerConnect channel program members.

Resellers will have 72 hours after notification by the policy administrator to correct out-of-compliance pricing for the first violation only. Resellers must be back in compliance for a minimum of thirty (30) after the second violation and for a minimum of sixty (60) days after the third violation before Zebra lifts any of the sanctions imposed under this policy. Any policy violation after the third policy violation will have the same measures imposed as the third policy violation.

Zebra shall determine in its sole and absolute discretion whether a violation of the policy has occurred.

Policy Modifications

Zebra reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods for Products during which the terms of the policy change, or designate periods of time during which the policy is not applicable.

Contact Information

ZEBRA SALES PERSONNEL HAVE NO AUTHORITY TO DISCUSS, MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING THIS MAP POLICY OR VIOLATIONS OF THIS MAP POLICY. All questions or comments regarding this MAP policy are to be directed to the policy administrator at pic.na@zebra.com. The policy administrator 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. Zebra does not seek and will not respond to reseller communications alleging or complaining about other resellers violating this MAP policy.

EXHIBIT A

Product Category	Discount as a Reduction from Zebra List Price
ZSB Series printers	10%
- ZC350, ZXPS7X, and ZXPS9X Card Printers - All Laserband product - Xi and ZT6XX Barcode Printers	15%
Barcode Supplies, excluding ZSB Series Printers Supplies and Laserband	20%
- All Mobile Computers (excludes HC25, HC20, TC2X, EC30, MC2X, VC8X, KC50, TD50, EM45, RS6100, and all tablet products) - All Mobile Printers - ZT500 Series - ZC300 Card Printers (excludes ZC350) - All Barcode Scanners (except product families LI4727X, LI2208, LS2208, LS1203, DS8108, DS8178, DS820X, DS828X, DS82XXR, DS2208, DS2278, DS4608, DS4678, DS9308, CS6XX, DS55, DS9908, DS9908R, SP720X, and DPM Scanners) - D100, D500, D800, M600, and T400 RFID Portals	25%
- DS9308 and LI427X Scanners - ZT111, ZT2XX, ZT4XX Industrial Printers - ZD510 Desktop Printers - All RFID Printers, Antennas, and Readers	28%
- All Desktop Printers (except ZD510) - LI2208, LS2208, LS1203, DS8108, DS8178, DS820X, DS828X, DS2208, DS2278, DS4608, DS4678, CS6XX, DS55, DS9908, DS9908R, SP20, SM20, and SP720X Scanners	36%
- All Card Printers not listed above excluding ZXP1 and ZC100 Series - HC25, HC20, TC2X, KC50, TD50, EC30, MC2X, VC8X, and EM45 - E-commerce Marketplace Specific Label SKUs - All Print Engines - All Tablet Products (including ET5X) - DPM Scanners - HD4000 Head Mounted Displays - RS5000X and RS5100 Ring Scanners - RS2100 Wearable Scanner - Location Solutions - MotionWorks Enterprise - SmartPack™ Solution, SmartLens™ Solution - Zebra Refurbished Certified Devices - ZSB Series Printers Supplies	- The following Card Supplies Part Numbers: 800300-350, 800300-550, 800300-360, 800350-350, 800350-550, 800350-360, 800350-562, 800350-563, 800350-264 - ZEC500 Enterprise Computer - Visibility IQ
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