



GLOBAL EXPORT CONTROL ADDENDUM

Regions: North America, Latin America, Asia Pacific, and Europe, Middle East and Africa (EMEA)

This Global Export Control Addendum (“**GECA**”) applies to (i) the PartnerConnect Program Master Terms and Conditions, forming part of each Regions’ Participation Terms and Conditions (as amended); and (ii) the reseller, distribution, sub-distribution or other type of agreements, addenda, amendments or legal documents (as amended) between the corresponding reseller, distributor, sub-distributor, end user or other third party in which this GECA is referenced (indistinctly, “**Company**”) and Zebra Technologies Corporation, LLC. and/or its Affiliates, including, without limitation; Zebra Technologies Asia Pacific Pte. Ltd., Zebra Technologies Australia Pty Ltd., Zebra Technologies Europe Limited, and Zebra Technologies do Brasil – Comércio de Produtos de Informática Ltda., whereby all Zebra Technologies entities shall be referred to herein as “**Zebra**”. For the purposes of this GECA, the Participation Terms and Conditions and the applicable reseller, distribution, sub-distribution, end user or other type of agreements, addenda, amendments or legal documents (as the case may be) will be referred to as “**Agreement**”. Furthermore, for each Region, this GECA supplements the Agreement to the limited extent applicable to compliance with import and export control laws.

Definitions:

Unless otherwise noted herein, all terms not herein defined shall have the meaning ascribed thereto in the applicable Agreement.

“Civil/Commercial Purposes” means work that is not associated with any form of military or defense or weapons system.

“Comprehensive Sanctions” means legal embargoes against countries, national or resident of any territory. that may change over time.

“Documentation” means product and software documentation that specifies technical and performance features and capabilities, together with all materials, knowledge and source code related thereto and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided or derivative works of the foregoing).

“EAR” means the then current U.S. Export Administration Regulations.

“End User(s)” shall mean entities that use or acquire the Products and / or Services for their own use and not for resale.

“Export Regulations” means all current laws relating to trade sanctions, embargoes, export controls, customs, anti-boycott, economic and financial sanctions, including the EAR.

“Government” means any foreign central, regional or local government department, agency, or other entity performing governmental functions; including governmental research institutions, governmental corporation or their separate business units, and international governmental organizations.

“Military End-User” means as defined in 15 C.F.R. §744 and applicable Supplements of the EAR the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses.

“Military End-Use” means incorporation into a military item described on the U.S. Munitions List (“USML”), 22 CFR §121, International Traffic in Arms Regulations and 15 C.F.R. §744 and applicable Supplements, of the EAR; incorporation into items classified under Export Control Classification Numbers (“ECCNs”) ending in “A018” or under “600 series” ECCNs; or any item that supports or contributes to the operation, installation, maintenance, repair,



overhaul, refurbishing, "development," or "production," of military items so described.

"Military Intelligence End-Use" means as defined in Part 744 of the EAR the design, development, production, or use of military items which are intended to support the actions or functions of a 'military-intelligence end user,' as defined in this section. 'Military-intelligence end user' means any intelligence or reconnaissance organization of the armed services (army, navy, marine, air force, or coast guard).

"National or Nationals" mean individual, organization, corporation or entity.

"Product(s)" shall mean new Zebra hardware equipment (including Aftermarket Kits) manufactured or supplied by Zebra (together with any related and / or embedded software) as stated in the Program.

"Program" shall mean the Zebra® PartnerConnect channel program including, without limitation, its rules, requirements, benefits, terms and criteria, each as set forth in associated channel program documents and guides, as amended from time to time by Zebra in accordance with the Agreement.

"Services" shall mean the services delivered by Zebra as set out in the Program.

"Software" means: (i) Zebra proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; and (ii) any corrections, fixes, modifications, enhancements, new versions and new releases of the software provided by Zebra.

"Supplied Items" mean Products, Services, Software and technology including technical data technical data and / or any material or information protected by Zebra IP rights or trade secrets, documentation, components, parts and Services.

Export Control Laws

Company acknowledges its understanding that any Supplied Items received from Zebra directly or indirectly shall be used for Commercial and/or Civil Purposes only, and any use, export, re-export, re-sale, release or other transfer of any Supplied Item manufactured outside of the United States that contains or is the product of any Supplied Item may be subject to export controls and trade sanctions of the United States and / or other jurisdictions and that such export controls and trade sanctions may be extraterritorial.

1. Company represents, warrants and covenants that: (i) Company is not located in, under the control of, or a national or resident of any territory subject to Comprehensive Sanctions under applicable laws and regulations, and it will not transfer, export, re-export, tranship, divert or circumvent, directly or indirectly, any Supplied Items to such territories or to any nationals thereof; (ii) Company will not use Supplied Items in any activity related to the development, production, use, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear (including maritime nuclear propulsion projects), missile (including but not limited to cruise and ballistic missile systems, space launch vehicles, target drones, and remotely piloted vehicles), and/or chemical/biological development and/or production, and Company will not transfer, export, re-export, tranship, divert or circumvent, directly or indirectly, Supplied Items, including any new products developed from or manufactured using Supplied Items, to any party engaged in any such activity; (iii) Company will not transfer, export, re-export, divert or circumvent, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, directly or indirectly, to any party identified on a restricted party list published by the United States government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and Company is not on any such restricted party list, nor under the control of an entity on any such list; (iv) Company will not transfer, export, re-export, tranship, divert or circumvent, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, that are subject to the jurisdiction and regulations of a United States government or any other government, nuclear regulatory agency and/or defense regulatory agency, without the proper written government authorization, if applicable; and (v) Company acknowledges that the use, development, production, transfer, export or re-export of certain Supplied Items may be subject to export and re-export licensing requirements of the United States or other applicable government and Company shall comply with all applicable export and compliance laws and regulations whenever it transfers, exports, or re-exports Supplied Items, including new products developed from or manufactured using Supplied Items, and acknowledges that such controlling laws and regulations may be amended from time to time. With respect to Company's transfer, export or re-export sales of the Supplied Items, Zebra shall



not be responsible for obtaining any necessary export or re-export licenses relating to the Supplied Items.

2. Company confirms that it is Company policy to comply with Military End-User, Military Intelligence End-Use", Military End-Use, and Military Intelligence End-Use controls regulations.

3. Company confirms that it is not a Military End-User, and / or a Military Intelligence End-User.

4. Company confirms that the Supplied Items are not intended entirely, or in part, for a Military End-Use, and / or Military Intelligence End-Use.

5. Company confirms that no Supplied Item is destined for a Military End-User, a Military Intelligence End-User, a Military End-Use, or Military Intelligence End-Use.

6. Company confirms that Supplied Items will not be used in activities that involve the development or production of advanced semiconductors, semiconductor manufacturing equipment, or related parts and components, or for the development, production or use of supercomputers or related parts and components in China, Hong Kong, or Macau, as provided in § 744.23 of the EAR.

7. Company expressly agrees to inform and provide End User/ultimate consignee information, where Zebra has requested such information under the Program (i.e. POS reporting).

8. Company shall ensure that any entity or individual to whom any Supplied Item is sold, supplied, transhipped, imported, exported, re-exported, transferred, or retransferred to agrees to comply with the provisions of paragraphs 1-7 of the GECA.

9. If Company is located in Venezuela or is otherwise authorized by Zebra to distribute or resell Products in Venezuela under the Program, Company agrees to consult and comply with Exhibit 1 attached to this GECA, which includes additional mandatory requirements to which Company must adhere.

10. To uphold compliance, transparency, and proper documentation, Company agrees to provide any delivery address deviating from Company's registered office address as included in Company's Program profile or in Company's account (if Company is an End User) for Zebra's review and approval before placing an order directly on Zebra.

11. Zebra may update the GECA from time to time and in its sole and absolute discretion.

END OF GLOBAL EXPORT CONTROL ADDENDUM



EXHIBIT 1

1. Venezuela

- a) All transactions and resales of Zebra Products and Services where the End User is the Venezuelan Government are excluded from the Agreement. Zebra will not accept any purchase order or otherwise enter into any transaction where the End User is the Venezuelan Government.
- b) All distribution and resale of Products and Services are limited to sales to non-government End Users in Venezuela and to transactions where the End Users commit in writing not to resell such Products or Services to the Venezuelan Government under any circumstances.
- c) If Company intends to place a purchase order for a project in Venezuela that includes sales of Products or Services to the Venezuelan Government, Company must contact its Zebra account manager to secure Zebra's prior, written, and express approval. Zebra will evaluate such requests and approve or reject each request on a case-by-case basis. In order to evaluate each request, Zebra may ask to the Company to provide additional information and evidence, including, without limitation, evidence that proves that no credit of less than 30 (thirty) days will be provided to the Venezuelan Government.