

Jabil Circuit, Inc.
FOREIGN CORRUPT PRACTICES ACT
Corporate Policy and Guidance

Background:

Jabil Circuit (Jabil) is subject to the terms and requirements listed in the Foreign Corrupt Practices Act (FCPA), a provision of the Securities and Exchange Act of 1934. FCPA generally prohibits payments by companies and their representatives to foreign (i.e., non-US) government and quasi-government officials to secure business.

Violations of FCPA can result in severe penalties, including fines and imprisonment, to Jabil, its Directors, officers and employees, and would damage Jabil's reputation and ability to conduct business.

Policy and Responsibility:

It is Jabil's policy to comply fully with the requirements of FCPA. Each officer, manager and employee of Jabil has the responsibility for compliance with FCPA within his or her area of authority, and must report any suspected violations immediately.

Jabil's business partners, particularly those with whom Jabil has a joint interest (i.e., Joint Venture Partners, certain outside companies Jabil hires or other third parties who will be otherwise acting on behalf of Jabil), must also certify their compliance with FCPA, or Jabil will not enter into business arrangements with them.

Therefore, it is each employee and business partner's responsibility to understand what may constitute a violation, and to proactively seek assistance should he/she see a possible violation of FCPA.

General Guidance:

FCPA has broad application to transactions between Jabil and foreign "officials" or representatives of governmental-type organizations. It is often difficult to determine whether a specific circumstance might represent a violation, therefore, it is imperative that all employees read and understand this policy, ask questions if any aspect of the policy is unclear, and that all Jabil JV partners certify their understanding and agreement with this policy in general and FCPA specifically. See sample certifications attached, and also available to download/print on Jabil Intranet Website.

Prohibited Payments:

FCPA prohibits Jabil and its representatives from making an offer, payment, promise to pay or other transfer of Company assets to a foreign official, foreign political party, candidate for foreign political office, or anyone with reason to know the purpose of such payment is to:

- Influence any act or decision of a foreign official in his official capacity, including a decision to fail to perform his official function

- Induce a foreign official to use his influence with a foreign government in order to assist the Company in obtaining or retaining business or directing business to any person.

Record Keeping/Accounting Requirements:

FCPA requires that Jabil maintain books and records that in reasonable detail accurately and fairly reflect all Company transactions. Accordingly, all transactions should:

- Be executed in accordance with management's authorization
- Be recorded in a manner which permits the preparation of financial statements in accordance with applicable standards (notably Generally Accepted Accounting Principles)
- Maintain accountability of assets
- Be recorded in accounts that are reconciled to underlying detail at reasonable intervals.

None of these statements is intended to supercede existing Jabil accounting policy.

Potential "Red Flags":

Employees and representatives of Jabil are encouraged to be aware of "Red Flags" which might represent a questionable transaction. Such "Red Flags" might include:

- Unusual payments or financial arrangements, such as:
 - Payments to a numbered bank account
 - Payments to accounts in countries other than where agent is located or business is to be performed.
 - Cash payments.
- Inflated invoices
- Unusually high commissions
- History of corruption in country
- Reputation of agent or consultant
- Refusal by a joint venture partner or representative to provide certification (see attached) that it will not take any action that would violate the FCPA

- The attached certifications should be included in agreements made with outside representatives or joint venture partners. (See attached)
- Relationship between the agent/consultant and the foreign government
- Lack of transparency in expenses in accounting records
- Apparent lack of qualifications or resources on the part of the joint venture partner or representative to perform the services offered.
- “Recommendations” of a joint venture partner or representative that come from an official of a potential government customer.

Where To Get Help with Questions or Concerns:

Jabil has an “open door” policy, formalized in the Employee Handbook, strongly encouraged through our management structure, and reinforced under the Jabil “Rules of the Road.”

No one will be reprimanded, or otherwise punished, for raising legitimate questions related to any transaction – we encourage this interest in the well being of the Company. **If** you have any questions or concerns regarding a particular transaction, would like to report any questionable activities, or need clarification in any way regarding this policy, contact Robert L. Paver, General Counsel, at (727) 803-3305 or via e-mail at Bob_Paver@Jabil.com.

SAMPLE CERTIFICATIONS:

- This certification should be included in any agreements with Joint Venture Partners, and must be signed by an authorized representative of the Joint Venture:

Certification

This Agreement is contingent upon compliance with any applicable U.S. laws, particularly the Foreign Corrupt Practices Act ("FCPA"), as well as the laws of _____ [Insert country in which the JV is located]. _____ [Insert name of JV Partner] (hereinafter "JV Partner") hereby represents and warrants that it is familiar with the requirements of the FCPA. Jabil and JV Partner agree that all activities of JV Partner, and all of their actions on behalf of Jabil Circuit, Inc., will be conducted in accordance with the FCPA and foreign law.

JV Partner will maintain written books and records in accordance with Generally Accepted Accounting Principles (GAAP). Written records will be maintained of all expenditures made by or on behalf of JV Partner that clearly and accurately identify the persons or entities that receive payments. JV Partner shall employ no marketing representative or consultant without the written, advance approval of Jabil.

This agreement can be terminated immediately either upon violation of its terms or in the event that the agreement is found to be impermissible under U.S. or foreign law.

The undersigned hereby certifies that he/she has authority to enter into and bind JV Partner to all the terms and condition of this Agreement, including the foregoing certification.

By: _____
Signature of JV Partner Representative

Printed name

On behalf of:

[Insert name of JV Partner]

- This certification should be included in any agreements Jabil makes to hire outside companies or other third parties who will be acting on behalf of Jabil, and must be signed by an authorized representative of the third party:

Certification

This Agreement is contingent upon compliance with any applicable U.S. laws, particularly the Foreign Corrupt Practices Act ("FCPA"), as well as the laws of _____ [Insert country(ies) in which services are to be performed by third party on behalf of Jabil]. On behalf of _____ [Insert name of outside company/third party], the undersigned hereby represents and warrants that _____ [Insert name of outside company/third party] is familiar with the requirements of the FCPA and will conduct all actions on behalf of Jabil in accordance with the FCPA. The undersigned further represents and warrants that no money paid to _____ [Insert name of outside company/third party] as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of U.S. or foreign law. _____ [Insert name of outside company/third party] agrees to provide prompt certification of its continuing compliance with applicable laws whenever requested by Jabil.

All agents or employees of _____ [Insert name of outside company/third party] who will be involved in representing Jabil must be identified in writing to Jabil and approved before they perform any actions on Jabil's behalf. A written accounting must be kept of all payments made by _____ [Insert name of outside company/third party] or its agents or employees on behalf of Jabil, or out of funds provided by Jabil. A copy of this accounting must be provided to Jabil upon request. In no event shall any payment be made

by _____ [Insert name of outside company/third party] or its agents or employees to any undisclosed third party.

It is understood and agreed that _____ [Insert name of outside company/third party] is an independent contractor without authority to bind Jabil in any way. This agreement can be terminated immediately either upon violation of its terms or in the event that the agreement is found to be impermissible under U.S. or foreign law.

The undersigned hereby certifies that he/she has authority to enter into and bind _____ [Insert name of outside company/third party] to all the terms and condition of this Agreement, including the foregoing certification.

By: _____
Signature

Printed name

On behalf of:

[Insert name of outside company/third party]