

IMPORTANT NOTICE: This Participation Terms and Conditions Agreement (“**Agreement**”) is a binding legal contract between you and the legal entity you represent who is participating in any Events (“**Supplier**”) and Jabil Inc. and its subsidiaries and affiliates (collectively, “**Jabil**”). By clicking on the “I Accept” button below, Supplier hereby accepts the terms of this Agreement. By clicking the “I Accept” button, or by accessing, participating, or submitting any bids, offers, or proposals, or using ScanMarket tool or any of its associated software (the “**ScanMarket**”) Supplier will be bound by the terms of this Agreement. If Supplier does not agree to the terms of this Agreement, Jabil is not willing to grant Supplier any right to use or access ScanMarket or participate in any bidding or tendering events with Jabil. If Supplier does not accept this Agreement, Supplier may not access or use the ScanMarket tool or participate in any bidding or tendering events with Jabil or to discuss or negotiate contract or commercial terms relating thereto (“**Event(s)**”). Supplier may obtain a copy of this Agreement by selecting “Email Agreement to Me” below before clicking the “I Accept” button.

PARTICIPATION TERMS AND CONDITIONS

1) Confidentiality.

- a) Supplier is obliged to treat any and all information and know how that Supplier has obtained or may obtain in the future from Events or directly or indirectly from Jabil (including employees, agents and advisors), in the context of the participation in any Events (the “Confidential Information”) strictly confidential, to the widest extent reasonably possible and legally permissible, and to make use of such documents and Confidential Information exclusively in the course of the Events. Therefore, Supplier agrees to refrain from making such Confidential Information available in any way to third parties, from granting third parties access to, or permitting third parties to inspect the Confidential Information, and from publishing or distributing the Confidential Information. In addition, Supplier undertakes not to make use of the Confidential Information otherwise than solely in the course of the Events. In this context, Supplier agrees to reveal the Confidential Information only to those of Supplier’s directors, officers, advisors, and employees, who need to know the Confidential Information for the sole purpose of the Events (“Authorized Representatives”), and who are bound by confidentiality agreements at least as protective as this Agreement.
- b) Notwithstanding the foregoing, Supplier may disclose Confidential Information if and to the extent as may be required by applicable law, or by order of a competent court, regulatory or other governmental authority, or in pursuance of any procedure for disclosure of documents in any legal proceedings, which may arise between Supplier and ourselves before any competent court, provided that Supplier requests the confidential treatment of Confidential Information by any such recipient to the extent permitted by law, and further provided that Supplier shall notify us as soon as possible upon becoming aware of such requirement or order so that we may seek a protective order or other appropriate remedy.
- c) Upon Jabil’s request, which may be made at any time, Supplier will return the Confidential Information to Jabil without retaining any copies, or Supplier will provide evidence that Supplier has either deleted or otherwise destroyed the Confidential Information, without there being any possibility of reproduction.
- d) All information and materials submitted during any Events shall become the property of Jabil upon delivery and will not be returned.

2) **Employees; Organizational Measures.** Supplier undertakes to implement appropriate technical, administrative, and physical security measures (encryption, unique password controls, secure building access, etc.) to ensure that access to the Confidential Information is available only to those of Supplier’s Authorized Representatives and that Confidential Information is protected against unauthorized disclosure, misuse, damage, destruction, loss and theft.

3) **Obligations Concerning Data Protection.** As regards the data processed in the context of the Events, compliance with the any applicable data protection provisions, which provide for the processor's obligation to take security measures in relation data transfers, must be warranted. Supplier explicitly undertakes to protect the confidentiality of data as set forth in any applicable data protection provision with regard to all personal data, which may become known to Supplier in the course of any data transmission. Furthermore, Supplier undertakes to impose this obligation to protect the confidentiality of data, to the extent mentioned above, on Authorized Representatives who are involved in the Events, and to make sure that they comply

with this confidentiality obligation. For the avoidance of doubt Supplier shall be responsible for any breach of this confidentiality obligation by such persons.

4) **General Terms and Conditions for Events.** By submitting any bids, quotations, proposals, or other offers to provide goods, hardware, software and/or services (each, an “Offer”) to Jabil supplier expressly agrees that its Offer is subject to and governed by the General Terms and Conditions for Indirect Procurement (“Jabil T&Cs”) unless superseded by a formal written supply agreement signed by supplier and Jabil. Jabil’s T&C’s are available at <<https://www.jabil.com/about-us/supplier.html>> and will be referenced in Jabil’s purchase orders.

5) **Conflicts of Interest.** The supplier is informed that it is a strict Jabil policy that neither employees of Jabil nor members of their families shall accept gifts, kickbacks or entertainment from suppliers or others transacting or seeking to transact any business with Jabil. The offering or giving of such gifts by the supplier, whether or not made with intent to obtain special consideration, shall be deemed to be a material breach of contract entitling Jabil to cancel the contract and remove the supplier from its list of approved bidders if it elects to do so.

6) **Term and Termination.** This Agreement will commence upon Supplier’s acceptance of these terms and shall expire five (5) years thereafter.

7) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JABIL BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY EVENTS, EVEN IF JABIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, ANY DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE).

8) **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of New York, without application of its conflicts of laws principles. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in the Southern District of New York and the parties submit to the *in personam* jurisdiction of such courts for purposes of any action or proceeding.

9) **General.** This Agreement constitutes the entire agreement between the parties with respect to participation in the Events and the subject matter herein, and supersedes any and all prior and contemporaneous written or oral agreements, promises, representations, warranties, and understandings of the parties regarding the same subject matter. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Jabil to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The following provisions shall survive any termination or expiration of this Agreement: Sections **Error! Reference source not found.** (Limitation of Liability), 8 (Governing Law), and 9 (General).