



**5. Delivery:** Time is of the essence for Supplier's delivery, performance

original equipment manufacturer. Failure to comply with the foregoing sentence constitutes a material breach under the Supply Agreement.

**11. Buyer's Property:** Any and all tools, equipment, items, materials, and information, provided or paid for by Buyer, shall remain Buyer's property. Whenever possible, Supplier shall adequately identify Buyer's property and safely store it separate and apart from Supplier's property. Supplier shall not substitute any property for Buyer's property and shall use such property only in fulfilling Supplier's obligations under the Supply Agreement.

**12. Indemnification:** Supplier shall indemnify, defend and hold Buyer and its employees, subsidiaries, Affiliates, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising from any claim based in part or in whole on (i) any Deliverable, Specification, design, information technology and/or process supplied and/or approved by Supplier; (ii) that any item in subsection (i) infringes or violates any patent, copyright or other intellectual property right of a third party; (iii) Supplier's actual or alleged non-compliance with applicable Law; (iv) design or product liability alleging that any item in subsection (i) has caused or will in the future cause damages of any kind, (v) Supplier's breach of any representation, warranty, covenant or agreement made under the Supply Agreement; or (vi) any negligence or willful misconduct of Supplier, its employees, agents, Affiliates, contractors or subcontractors. Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval. If the use by Buyer or its Affiliates, subsidiaries, assigns or customers of any Deliverables or service furnished by Supplier is enjoined ("Infringing Deliverable"), Supplier shall, at Buyer's option and at Supplier expense, (a) procure for Buyer the right to continue using the Infringing Deliverables; (b) replace the Infringing Deliverable with a non-infringing Deliverable; or (c) modify the Infringing Deliverable so that it becomes non-infringing. Supplier's failure to comply with the foregoing provision shall entitle Buyer to a full refund of all payments paid by Buyer for the Infringing Deliverable. The above remedies shall be cumulative of or without prejudice to any other remedies provided in Law which are available to Buyer.

**13. Right to Audit and Appraisal:** During the term of the Supply Agreement and not more than twice per calendar year (unless circumstances warrant additional audits as described below), Buyer may audit the Supplier's policies, procedures and records that relate to the performance of Supplier under this Supply Agreement to ensure compliance with this Supply Agreement upon reasonable notice. Notwithstanding the foregoing, the parties agree that Buyer may conduct an audit at any

**18. Confidential Information:** "Confidential Information" means any information which is not generally available to the public or conspicuously labeled as "proprietary" or "confidential" or with comparable legend provided by Buyer to Supplier. Orally disclosed information by Buyer is also Confidential Information if Buyer notifies Supplier in writing the confidential nature of such oral disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Supplier; (ii) Supplier gets it from a third party who had the right to provide it; or (iii) Supplier independently developed it or knew it before receiving it hereunder. Supplier shall use Confidential Information only as necessary to fulfill its obligations under the Supply Agreement and hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. Supplier shall keep Confidential Information confidential, and disclose such Confidential Information only to those employees who need to know for the fulfillment of the Supply Agreement and who undertake to comply with the confidentiality obligations hereof. Supplier shall neither disclose the existence and/or content of the Supply Agreement to any third party nor use trademarks or names of Buyer or Buyer's Affiliates in any media, advertisement or promotion materials without prior consent of Buyer. This Section survives fulfillment or earlier termination of the PO and the expiration or termination of the Supply Agreement.

**19. Compliance with Applicable Laws:** Supplier represents, warrants and covenants to Buyer that the manufacture, delivery, or sale to Buyer of any Deliverables shall comply with all applicable Laws, including without limitation import or export Laws (including those issued by U.S. Department of Commerce, Bureau of Industry and Security), product content and labeling Laws (including the U.S. Toxic Substances Control Act and applicable RoHS and REACH regulations), product safety, emissions and environmental Laws, packaging regulations (including the ISPM 15 "Requirements of Wood Packaging Materials"), labor and employment Laws, anti-corruption, anti-bribery or anti-money laundering Laws (including the United States Foreign Corrupt Practices Act and the UK Bribery Act), conflict minerals Laws, social responsibility code of conduct requirements, and any applicable supply chain security guidelines of the countries in which Buyer conducts business. Supplier agrees to comply with the RBA Code of Conduct found at: <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Upon request, Supplier shall furnish Buyer with specific declarations and certifications of compliance. Supplier shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under the Supply Agreement to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the "Specifically Designated Nationals and Blocked Persons" list maintained by the U.S. Department of the Treasury.

**20. Compliance with Buyer Policies:** Supplier acknowledges that it has read and understands the Buyer policies and requirements applicable to Buyer's suppliers (the "Policies") which are located at: <https://www.jabil.com/about-us/supplier.html>. Buyer may update, amend, modify and replace the Policies from time to time. Supplier agrees to keep abreast with the Policies and any changes to the Policies (as published on the abovementioned website). Supplier agrees to fully comply with the Policies (as updated and modified from time to time) for the duration of the Supply Agr 1 4r 1 4r 1 4r 1 4[ )]Tt0/4 consent of Buyer.p0.69 462.91 Tm0 g



premises clean and ready for use. If Supplier fails to clean up to Buyer's satisfaction, Buyer may do so and the cost will be charged to Supplier or deducted from the price of the Supply Agreement. Supplier will coordinate all work and Services to be

(including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portion of the Equipment for Buyer's written approval. Supplier will not make a substitution for any subcontractor, person or entity previously selected without Buyer's written consent.

**17. Liens:** (i) Supplier waives and agrees not to assert any and all liens, rights, encumbrances or claims to any work, labor, services, products, parts, components, and/or materials furnished, and to be furnished, in connection with the Supply Agreement, the Equipment and the Services (collectively, "Liens"), and (ii) Supplier shall indemnify and hold Buyer, and its Affiliates harmless from any and all Liens. Supplier further agrees to ensure that all of its subcontractor agreements pertaining to the work provided under the Supply Agreement will contain corresponding waivers made by the subcontractor.