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PREVAIL

IMPORTANT NOTICE: This Event Participation Terms and Conditions Agreement Agreement binding legal contract between you and the legal entity you represent Supplier who is participating in any quoting, bidding, or tendering events Event(s) Jabil Inc. and its subsidiaries and affiliates (collectively, Jabil By clicking I Accept box, you hereby represent and warrant that you are duly authorized to sign for, intending to be legally bound hereby, and accept the terms of this Agreement on behalf of Supplier, and by accessing, participating, or submitting any bids, offers, or proposals, or using Coupa or any of its associated Coupa 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 Coupa or participate in any Events with Jabil. If Supplier does not accept this Agreement, Supplier may not access or use the Coupa tool or participate in any Events or to discuss or negotiate contract or commercial terms relating thereto. Supplier may obtain a copy of this Agreement by downloading a copy of this Agreement from Coupa I Accept box.

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EVENT 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 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 directors, officers, advisors, and employees, who need to know the Confidential Information for the sole purpose of the Events , and who are bound by confidentiality agreements at least as protective as this Agreement.

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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.

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6) **Event Disclaimer.** All information provided by Jabil in Events is offered in good faith. Individual items are subject to change at any time. Jabil makes no certification that any item is without error. Jabil is not responsible or liable for any use of the information or for any claims asserted there from. Events do not commit Jabil to any specific course of action. Circumstances may cause Jabil to delay the commencement of and/or cancel the Events. Jabil reserves the right to award all, a subset, or none of the requirements via this RFP process or to conduct additional Events for the requirements at its sole discretion.

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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).

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8) **Governing Law.** Any dispute arising out of or relating to this Agreement shall be settled by binding arbitration under the applicable rules and procedures of the arbitration bodies listed as follows. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. For any Buyer entity incorporated in the Americas, the laws of the State of Florida apply, excluding those portions relating to conflicts of laws. Disputes will be settled before the American Arbitration Association according to its rules, with the mandatory site for arbitration in Tampa, Florida. For any Buyer entity incorporated in

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Asia (outside of China), Singapore laws apply and disputes will be settled before the Singapore International Arbitration Centre

