

any line or subline item thereof, as indicated by a DPAS rating symbol thereon, is a rated order under the Defense Priorities and Allocations System (DPAS), then the following statement applies to the order/line item/subline item: "

Supplier acknowledges there is a regulatory focus on the use of minerals and derivative metals sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and the surrounding nine central African countries. Metals that have been identified of interest from these regions include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn), and are termed "Conflict Minerals," and the foregoing ten countries are termed "Covered Countries," in each case pursuant to Rule 13p-1 ("the Rule") under the Securities Exchange Act of 1934, as amended. The Products shall not contain Conflict Minerals from a Covered Country that directly or indirectly financed or benefitted an armed group (as defined in the Rule), and Supplier represents and warrants that, to the best of its knowledge after conducting the inquiry required by this Section 10, no Conflict Minerals contained in a Product that originated in a Covered Country directly or indirectly financed or benefitted an armed group. For purposes of such representation, warranty and agreement, Supplier has in good faith adopted and used, or will in good faith adopt and use, as applicable, standards, policies, protocols, systems, frameworks and procedures that meet or exceed the requirements of the reasonable country of origin and due diligence inquiries contemplated by the Rule and the Organization for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, in each case as supplemented by such policies, procedures and requirements of Jabil as shall be applicable to Supplier and/or the Products at the time. Supplier shall further comply with any requests for information, certifications or other documents or evidence as Jabil, either directly or through its agents, may request to ensure the Products' and Supplier's compliance with this Section 10, and Supplier shall notify Jabil promptly upon d

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ty without restriction. Recipient will 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. This Section 13 survives fulfillment or earlier termination of the Purchase Order for two years.

: Supplier may not subcontract, in whole or in part, any of its obligations under this Agreement without Jabil's express written consent. Supplier will not delegate any duties or assign any rights under this Purchase Order without prior written approval from Buyer. Any attempted delegation or assignment will be void. Failure by Buyer to insist upon strict compliance to the terms and conditions of this Purchase Order is not a waiver of the term or condition. The waiver of any term or condition of this Purchase Order must be in writing. No such waiver will be construed as a waiver of any other term or condition nor as a waiver of any subsequent breach of the same term or condition. If any provisions herein will be held to be invalid or unenforceable for any reason such provisions will, to the extent of such invalidity or unenforceability, be reformed or, if necessary, severed to the minimum extent necessary to render the remainder of this Purchase Order to be valid or enforceable, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect. This Purchase Order will be construed in accordance with, and governed by, the Laws of the State of Florida. Supplier hereby consents to submit any disputes arising hereunder to Florida courts with jurisdiction over Pinellas County, Florida. To the extent required by Executive Order No. 11,246 and its implementing regulations, this Purchase Order incorporates by reference the Equal Opportunity Clause, 41 CFR 60-1.4(a). Supplier represents, to the best of its knowledge and belief, that the Supplier and any of its Principals (as defined in 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Supplier represents that it has not within a three-year period preceding this Purchase Order, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this paragraph. With Tooling Purchase Orders, Supplier agrees to waive any lien that it may have on all property covered under said Purchase Order once payment in full has been received.

. Any notice to Buyer will be directed to Buyers authorized representative. Any notice required pursuant to this Purchase Order will be in writing and will be deemed received as of the date of orim-6(c)7(e)-6(iv)8(d)p6(t)4()4(t)-6(f)4()4(o)-4(r)4(it) TJETQD.00000912 0 612 792 reW hBT/F3 8.04 Tf1 0 0 1 104.5.571.66 Tm0 g0 G(d)] TJETQD.00000912 0 612 792 reW hBT/F3 8.04 Tf1 0