

Jabil Circuit, Inc.
FOREIGN CORRUPT PRACTICES ACT, UK BRIBERY ACT AND ANTI-CORRUPTION
Corporate Policy and Guidance

I. PURPOSE OF FCPA, ACT AND LOCAL ANTI-CORRUPTION LAWS

Jabil Circuit, Inc., its subsidiaries, and related companies ("Jabil") are subject to all applicable Anti-Corruption laws of countries in which Jabil operates, including the requirements of the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act (the "Act"). The FCPA and the Act make it a crime to give or offer to give a bribe or anything else of value to a government official in order to obtain or retain business or to gain an improper advantage in business. The FCPA and the Act also require Jabil to maintain accurate books and records that fairly reflect the activities of the company, and have an adequate system of internal financial controls. The Act also makes it a crime to give or offer to give a bribe to any person (including those in commercial settings) in order to seek a financial or other business advantage as well as to receive a bribe from such persons or parties.

II. JABIL'S FCPA, ACT AND ANTI-CORRUPTION POLICY

This Policy is applicable to and requires compliance by all Jabil employees, officers, and directors ("Jabil personnel"). Jabil personnel are prohibited from offering, giving, promising, or approving a bribe or anything else of value, directly or through a third party, to a government official or any third party (including those in commercial settings) in order to obtain business or to secure an improper advantage for Jabil. Jabil personnel are further prohibited from receiving a bribe or anything else of value from any third party (including those in commercial settings) in order for the third party or Jabil to obtain an improper financial or business advantage.

Violations of this Policy, the FCPA, the Act and any other applicable Anti-Corruption laws could result in severe disciplinary action (up to and including separation or termination for individuals), as well as criminal and civil penalties including imprisonment and substantial fines and penalties for Jabil.

III. GOVERNMENT OFFICIAL DEFINED

For the purpose of this Policy, a "government official" is broadly defined to include an officer or employee of:

- A government or any department, agency, or instrumentality of that government;
- A political party;
- A party candidate for political office;
- A public or quasi-governmental international organization (e.g., United Nations, World Trade Organization); or
- A person acting on behalf of one of the above persons (e.g., a close advisor, family member or business associate, a consultant retained by a government agency).

Example: A doctor employed by a state owned hospital is considered a government official under this Policy.

IV. COMPLIANCE WITH FCPA, THE ACT AND ANTI-CORRUPTION POLICY

A. Payments Directly Related To Marketing and Business Promotion or Contract Performance

Subject to the terms of this Policy, it is only permissible to cover a government official's expenses related to marketing and business promotion or contract performance if they are (a) directly related to the promotion, marketing, or explanation of Jabil's business, products, services, and capabilities, or (b) directly related to the performance or execution of any Jabil contract with the official's government. Payments must comply with local laws and only cover expenses that are reasonable and necessary. Any such payments require advance authorization from the Legal Department. Payments must not be offered or provided improperly to influence or induce any act or decision of government officials or to secure any improper advantage.

B. Meals, Entertainment, Gifts, and Travel

Payments for meals, entertainment, gifts, and travel for government officials must be appropriate, reasonable, and directly related to a legitimate business purpose and consistent with Jabil's [Global Travel and Entertainment Policy](#). Seeking to obtain or retain business from a government official or gain an improper business advantage is never a legitimate business purpose. Payments for meals, entertainment, gifts and travel provided to third parties (including those in commercial settings) must be reasonable, appropriate, and related to a legitimate business purpose, be properly recorded in Jabil's books and records and be in accordance with Jabil's [Global Travel and Entertainment Policy](#). Such payments shall not be used to gain an improper business advantage. Additional information on meals, entertainment, gifts and travel relating to government officials is provided below.

1. Meals and Business Entertainment for Government Officials

All Jabil personnel should determine whether the persons whom they have dealings with are government officials and any meal, business entertainment or activity must not violate local law. The business meal or entertainment expense for the government official must never be to induce an official improperly to do something or refrain from doing something for Jabil. The expense incurred should be properly financed (use a Jabil Credit Card if possible), supported by appropriate documentation (including receipts), and properly recorded in Jabil's books and records in accordance with Jabil's [Global Travel and Entertainment Policy](#). For example, an expense voucher for a meal with a government official must accurately report the date, the names of all attendees (including the official), and the business purpose of the meal. All meals and entertainment expenses with government officials require the advance authorization of a supervisor.

Example: A company employee takes a local government procurement official to dinner to discuss an opportunity to bypass the required bidding process and directly select the employee's company. This would be a violation of the Policy.

2. **Gifts for Government Officials**

Jabil discourages gift giving to government officials, and gifts must never be used to induce an official improperly to do something or refrain from doing something for Jabil. In some instances, it may be permissible to provide a token gift or promotional product to a government official as a gesture of goodwill or for holidays and culturally accepted occasions. However, the gift must be permitted under local law and accurately recorded in Jabil's books and records in accordance with Jabil's [Global Travel and Entertainment Policy](#). All gifts for government officials require the advance authorization of a supervisor.

Some gift restrictions include:

- No cash gifts or gift cards of any amount;
- The value of the gift must be reasonable, appropriate, and never create an appearance of bad faith or impropriety; and
- The frequency of gift giving is reasonable and appropriate. Regardless of value, the aggregate occurrences of gift giving must never create an appearance of bad faith or impropriety.

Example: Appropriate gifts may include an inexpensive food basket, flowers, candy, an inexpensive bottle of wine, or Jabil promotional items such as t-shirts, caps, or golf balls. However, providing any of these items on a regular basis (e.g. weekly, monthly, etc.) would violate the Policy based on the rate of occurrence.

3. **Travel for Government Officials**

Coverage of reasonable travel expenses for government officials may be permissible under certain narrow circumstances (e.g., the expenses directly relate to the promotion, marketing, or explanation of Jabil's business, products, services, and capabilities). Such travel expenses require advance authorization of the Legal Department. Travel expenses must be reasonable (non-extravagant) and directly related to a legitimate business purpose. For example, Jabil must never cover the cost of a sightseeing side trip or expenses related to a government official's spouse, family member, or friend. Travel expenses must never be provided to induce a government official improperly to do something or refrain from doing something for Jabil.

Travel expenses must be properly financed, and recorded, consistent with Jabil's [Global Travel and Entertainment Policy](#) as well as the government official's local laws. Proper financing and recording includes documentation of the officials who are traveling and the business purpose of the trip. To the extent possible, travel should be arranged using Jabil's travel agencies and charged directly on a Jabil Credit Card. Jabil prohibits cash advances to government officials.

Example: As part of a plant opening in Brazil, the company invites various government officials on a tour of the new facilities. The invited government officials are part of the communications department, which is under a three-year contract with the company. Included in the tour is payment of travel costs for the officials and a luncheon hosted by the company. Provided these expenses are reasonable and necessary, directly related to marketing, business promotion, or

contract formation, and comply with this Policy, this is likely an acceptable expense.

C. Facilitating Payments

Facilitating payments - small payments to low level government officials in exchange for non-discretionary, routine governmental services to which Jabil is lawfully entitled (e.g., mail service, trash collection) - are illegal under the Act and generally illegal under local law. While they may be permissible under the FCPA in narrow circumstances, it is Jabil's policy to prohibit facilitating payments in all circumstances. If a Jabil employee has learned that a facilitating payment has been made by someone on Jabil's behalf, the employee must contact the Legal Department immediately.

V. OTHER PROHIBITED OR RESTRICTED PAYMENTS

A. Political Contributions Prohibited

Jabil strictly prohibits any donations or contributions to candidates for any political office on behalf of Jabil. For more information on appropriate political activities, please review Jabil's [Political Activities Policy](#).

B. Charitable Contributions Restricted

Jabil personnel must never give or offer a charitable contribution in order to influence or induce an act or decision by a government official or third party, or to secure an improper business advantage for Jabil. It is not permissible to give or offer a contribution at the request, direction, or suggestion of a government official. All charitable contributions require the advance authorization of a supervisor and must be accurately recorded in Jabil's books and records.

VI. JABIL BOOKS AND RECORDS/INTERNAL CONTROLS REQUIREMENTS

A. Keep Accurate Books and Records; Maintain Adequate Internal Controls

Jabil is required to make and keep books and records that accurately and fairly reflect payments, expenses, and disposition of assets. Jabil is also required to develop and maintain a system of internal accounting controls for payments, expenses and disposition of assets.

Jabil strictly prohibits its personnel from making false and misleading entries into Jabil's books and records. In order to ensure continued compliance with this Policy, the FCPA, and the Act, all Jabil transactions must:

- Have proper management authorization; and
- Be accurately recorded in a transparent manner with clear description.

B. Examples of Problematic Record Keeping

- Describing a payment made on behalf of Jabil to a government official or third party as a "Miscellaneous Fee" in an accounting entry;
- Making false entries into Jabil's books and records;

- Using or causing someone else to use Jabil funds for an illegal or unauthorized purpose; and/or
- Creating or using an off-the-books or "slush" fund.

Example: An employee takes the Mayor of the local city to an inexpensive dinner to discuss the company's involvement in community affairs and lists such expenses as a "Miscellaneous Fee" on his expense report, with no record of his dinner guest or the business purpose of the meal. This is a violation of the Books and Records Requirements of the Policy.

VII. THIRD PARTY REPRESENTATIVES, BUSINESS PARTNERS, AND ANTI-CORRUPTION RED FLAGS

A. Hiring Third Party Representatives or Entering Business Partner Relationships

The actions of Jabil's third party representatives and business partners can create liability for Jabil and Jabil personnel. It is the responsibility of all Jabil personnel to ensure that Jabil only does business with reputable and qualified third party representatives and business partners, including joint venture partners. Jabil personnel must be able to identify and address anti-corruption "Red Flags" that may be created by such parties. Conducting appropriate due diligence into the background, qualifications, and reputation for ethical conduct for such parties will help prevent violations of this Policy, the FCPA and the Act. Certification Language (samples attached) must be included in all agreements regarding such third party engagements, including Joint Venture Agreements.

B. FCPA, the ACT and Anti-Corruption "Red Flags"

Recognizing warning signs or "Red Flags" is a critical step in complying with the FCPA, the Act and this Policy. Certain factors have been identified as indications that a corrupt payment or illegal activity may be occurring. Jabil personnel may proceed with a third party representative or business partner relationship who may interact with government officials on Jabil's behalf only after completing the [Tendering Due Diligence Procedures](#) required by the company, including satisfactorily resolving any and all "Red Flags," in consultation with the Legal Department. Satisfactorily resolving a "Red Flag" requires a full explanation of why the "Red Flag" does not present an anti-corruption risk for Jabil, and may require Jabil or the third party representative or business partner to undertake remediation activities.

Some examples of "Red Flags" include requests for unusual payments or financial arrangements, such as:

- Payments to a numbered bank account (i.e., an account not linked to an individual or entity);
- Payments to accounts in countries other than where agent is located or business is to be performed;
- Success fees;
- Cash payments;
- Inflated invoices;
- Unusually high commissions;

- A poor reputation of the third party representative or business partner;
- A close relationship between the third party representative or business partner and a government official;
- Lack of transparency in accounting records; or
- A recommendation from a government official to engage the third party representative or enter into a business partner relationship.

C. Due Diligence

Supervisors are responsible for overseeing appropriate due diligence pertaining to third party representatives and business partners who act on behalf of Jabil in interactions with government officials. Such due diligence is required at the start of a new engagement or business relationship and at any time such engagement or relationship is being renewed or extended. The required due diligence measures are outlined in [Jabil's Tendering Due Diligence Procedures](#).

VIII. REPORTING VIOLATIONS AND SUSPECTED MISCONDUCT

A. Making a Report

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." Jabil personnel and business partners who have concerns or information about a suspected violation of this Policy, the Act or the FCPA must report to a Jabil supervisor, the [Anti-Corruption Compliance Coordinator](#), or to the Jabil Global Compliance Hotline. Reports can be made to the Jabil Global Compliance Hotline via the internet at www.JabilGlobalCompliance.com or by phone 24 hours a day in any language. Jabil strictly prohibits retaliation against persons making a good faith report under this Policy.

B. Penalties for Failure to Comply

Failure to comply with this Policy could subject Jabil personnel to disciplinary action up to and including termination. Third party representatives and business partners could be subject to contract termination and denial of access to Jabil business. Individuals who violate the FCPA and the Act are subject to civil and criminal penalties, including imprisonment. Jabil and other companies that violate the FCPA and the Act could receive substantial fines and penalties, loss of business operating privileges, and reputational harm among other costly consequences.

C. Questions

If you have any questions or concerns regarding a particular transaction or need clarification in any way regarding this Policy, please contact:

www.JabilGlobalCompliance.com

IX. USE WITH OTHER JABIL POLICIES AND PROCEDURES

This Policy references other Jabil policies with which all Jabil personnel are required to comply. Jabil policies are available on Jabil's intranet website, and they include:

[Jabil Code](#)

[Jabil Global Travel & Entertainment Policy](#)

[Jabil Political Activities Policy](#)

[Jabil Tendering Due Diligence Procedures](#)

NOTE: These Certifications are available for download and use on the Jabil Intranet Website. 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 all applicable U.S. and foreign laws, particularly the Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act ("Act") 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 and the Act. 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, the Act 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 and must be signed by an authorized representative of the third party:

CERTIFICATION

This Agreement is contingent upon compliance with all applicable U.S. and foreign laws, particularly the Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act (the "Act") 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 the Act and will conduct all actions on behalf of Jabil in accordance with the FCPA and the Act. 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.

Additionally, _____ [Insert name of outside company/third party] shall annually execute and deliver to Jabil the certification as described on Exhibit _____ during the term of the agreement. Failure to provide such annual certification shall be considered a material breach of the agreement and shall permit Jabil to immediately terminate the agreement without any liability to _____

[Insert name of outside company/third party] whatsoever. This section applies to third party engagements with vendors who may interact with government officials on Jabil's behalf.

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]

THIRD PARTY'S ANNUAL CERTIFICATION

Please complete the form below and submit it to Jabil annually. This certification must be signed by an authorized representative of the third party

1.	Name of Third Party: ("Third Party")	
2.	I certify that neither Third Party nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, loan, gift or donation, or give, promise to give, or authorize the giving of anything of value to or for the benefit of any official or employee of any government, or of any agency or instrumentality of any government, or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of Jabil in any respect. I further certify that no payment, authorization, promise, loan, or gift of the sort described in this paragraph has been made prior to this date. I hereby confirm that should I learn of or have reason to know of any such payment, offer, or agreement to make a payment to or for the benefit of a government official, political party, or political party official or candidate for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of Jabil in any respect, I will immediately advise Jabil's Legal Department of my knowledge or suspicion.	<input type="checkbox"/> Yes <input type="checkbox"/> No (if No, please provide explanation)

Signature: _____ Date: _____

Name:

Position: