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PREVAIL

本协议中文翻译仅供参考。以英文版本为准

IMPORTANT NOTICE: This Event Participation Terms and Conditions Agreement (“**Agreement**”) is a binding legal contract between you and the legal entity you represent (“**Supplier**”) who is participating in any quoting, bidding, or tendering events (“**Event(s)**”) and Jabil Inc. and its subsidiaries and affiliates (collectively, “**Jabil**”). By clicking on the “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 software (the “**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 below before clicking the “I Accept” box.

重要声明: 本活动参与条款和条件协议 (“**协议**”) 是您和您所代表的参与任何报价、投标或招标活动 (“**活动**”) 的法人实体 (“**供应商**”) 与 Jabil Inc. 及其子公司和关联公司 (统称为 “**Jabil**”) 之间具有约束力的法律合同。单击 “我接受” 框, 即表示您特此表示并保证您已被正式授权签署、打算受其法律约束并代表供应商接受本协议的条款, 而访问、参与或提交任何投标、要约或提议, 或者使用 Coupa 或其任何关联软件 (“**Coupa**”), 即表示供应商将受本协议条款的约束。如果供应商不同意本协议的条款, Jabil 将无意授予供应商使用或访问 Coupa 或参与 Jabil 举办的任何活动的权利。如果供应商不接受本协议, 则供应商不得访问或使用 Coupa 工具或者参与任何活动或者讨论或协商与本协议相关的合同或商业条款。在单击 “我接受” 框之前, 供应商可以通过下方链接从 Coupa 下载一份本协议的副本并予以保留。

EVENT PARTICIPATION TERMS AND CONDITIONS

活动参与条款和条件

1) **Confidentiality.**
保密。

- 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.

在参与任何活动的背景下, 供应商有义务在尽可能合理和法律允许的最广泛范围内, 对供应商已经或在未来可能从活动中或者从 Jabil (包括员工、代理和顾问) 处直接或间接获得的所有信息和专有技术 (“机密信息”) 严格保密, 并且仅在活动过程中使用此类文档和机密信息。因此, 供应商同意不以任何方式将此类机密信息提供给第三方, 不允许第三方访问或允许第三方检查机密信息, 及不得发布或分发该机密信息。此外, 供应商承诺仅在活动过程中使用机密信息。在这种情况下, 供应商同意仅向出于活动目的需要了解机密信息的供应商董事、高管、主管、顾

问和员工（“授权代表”）透露机密信息，且这些人需签署至少达到本协议保护程度的保密协议并受其约束。

- 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.

尽管有上述规定，但在适用法律要求或者主管法院、监管机构或其他政府机构命令的条件下，或供应商和我们之间可能在任何主管法院提起任何法律诉讼的过程中需要履行披露文件的任何程序，供应商可以在要求的范围内披露机密信息，前提是供应商要求任何此类信息的接收者在法律允许的范围内对机密信息进行保密处理，并且供应商应在知悉此类要求或命令后尽快通知我们，以便我们可申请保护令或采取其他适当的补救措施。

- 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.

应 Jabil 要求（可能会随时提出），供应商应将机密信息退还给 Jabil，而不保留任何副本，或者供应商将提供证据表明供应商已删除或以其他方式销毁机密信息，而且没有任何复制的可能性。

- d) All information and materials submitted during any Events shall become the property of Jabil upon delivery and will not be returned.

在任何活动中提交的所有信息和材料一经交付即归 Jabil 所有，将不予退还。

- 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.

员工；组织措施。 供应商承诺实施适当的技术、管理和物理安全措施（加密、唯一密码控制、安全建筑物门禁等），以确保只有供应商的授权代表才能访问机密信息，并确保机密信息受到保护，以防止发生未经授权的披露、滥用、损坏、销毁、丢失和盗窃。

- 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.

有关数据保护的义务。 关于在活动过程中处理的数据，必须保证遵守任何适用的数据保护规定，其中规定了处理者有义务采取与数据传输相关的安全措施。对于供应商可能在任何数据传输中知晓的机密信息，供应商明确承诺将根据任何适用数据保护规定中所有关于个人数据的条款予以保护。此外，供应商承诺要求参与活动的授权代表履行在上述范围内保护机密信息的这项义务，并确保他们遵守此保密义务。为免生疑问，供应商应对此类人员违反此保密义务的后果负责。

- 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.

活动的一般条款和条件。 通过向 Jabil 提交任何投标、报价、提议或其他提供商品、硬软件和/或服务的要约（均称为“要约”），供应商明确同意其要约受间接采购一般条款和条件（“Jabil T&C”）的约束和管辖，除非被供应商和 Jabil 签署的正式书面供应协议取代。Jabil T&C 在 <<https://www.jabil.com/about-us/supplier.html>> 提供，Jabil 采购订单中也有提及。

- 5) **Ethical Conduct; Compliance.** Supplier agrees to comply with Jabil's Supplier Code of Conduct, the then-current version of the Supplier Portal will be made available to Company at: <<https://www.jabil.com/about-us/supplier.html>>. 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.

道德行为；合规性。 供应商同意遵守 Jabil 的供应商行为准则，公司可从以下位置获得供应商门户最新版本：<https://www.jabil.com/about-us/supplier.html>。供应商已获知，Jabil 的政策严禁 Jabil 的员工及其家庭成员接受与 Jabil 之间有交易往来或寻求与其进行任何业务交易的供应商或其他人的礼物、回扣或款待。不论是否出于想获得特殊照顾的意图，供应商提供或赠予此类礼物均应被视为重大违约，Jabil 有权解除合同并将该供应商从授权投标人名单中移除（如果选择这样做）。

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.

活动免责声明。 Jabil 在活动中提供的所有信息都是出于善意。个别项目可能会随时更改。Jabil 不保证任何项目都没有错误。对于使用信息造成的任何后果或由此产生的任何索赔，Jabil 概不负责或赔偿。活动不代表 Jabil 承诺采取任何具体措施。在某些情况下，Jabil 可能会推迟活动开始和/或取消活动。Jabil 保留权利，可通过此 RFP 流程授予全部、部分或不授予任何要求，或自行决定应要求开展其他活动。

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).

责任限制。 在法律允许的最大范围内，在任何情况下，对于因本协议或任何活动引起或与之有关的任何直接、间接、特殊、偶发、继发或惩罚性损害赔偿，即使 JABIL 已被告知此类损害的可能性，包括但不限于任何损害、损失或诉讼原因（无论是合同、侵权（包括过失）还是其他原因），Jabil 不需对供应商或任何第三方承担责任。

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 China, the laws of the People's Republic of China apply and disputes will be settled before the China International Economic and Trade Arbitration Commission ("CIETAC"), with the mandatory site for arbitration in Shanghai. For any Buyer entity incorporated in Asia (outside of China), Singapore laws apply and disputes will be settled before the Singapore International Arbitration Centre ("SIAC"), with the mandatory site for arbitration in Singapore. For any Buyer buying entity incorporated anywhere else in the world, the laws of Austria apply, excluding those portions relating to conflicts of laws, and all disputes arising out of or in connection with the PO shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules, with the mandatory site for arbitration in Vienna, Austria. The United National Convention on Contracts for the International Sale of Goods shall not apply. To the extent that a court of competent jurisdiction or arbitral panel reasonably determines that a local law must apply (notwithstanding the express choices of law described in this Section 8), the parties agree and acknowledge that the application of such local law shall be limited in scope and narrowly tailored to apply in a limited context, and that thereafter all disputes shall be otherwise governed by this Section 8 as well as by the express arbitration provisions set forth herein. The language of arbitration shall in all cases be English, unless otherwise agreed by both parties. The parties hereby knowingly and voluntarily, and having had an opportunity to consult with counsel, waive all rights to trial by jury.

管辖法律。 由本协议引起的或与本协议有关的任何争议，应以下列出的仲裁机构的适用规则和程序仲裁解决并受其约束。本条款并不排除双方向具有适当管辖权的法院寻求临时补救措施的权利。对于在美洲注册成立的任何买方实体，适用佛罗里达州的法律，但与法律冲突有关的部分除外。争议将在美国仲裁协会根据其规则解决，强制性仲裁地点位于佛罗里达州坦帕市。对于在中国注册成立的任何买方实体，适用中华人民共和国法律，争议将在中国国际经济贸易仲裁委员会（“CIETAC”）进行解决，强制性仲裁地点位于上海。对于在亚洲（中国境外）注册成立的任何买方实体，适用新加坡法律，争议将在新加坡国际仲裁中心（“SIAC”）进行解决，强制性仲裁地点位于新加坡。对于在世界其他任何地方注册成立的任何买方购买实体，适用奥地利法律，但与法律冲突有关的部分除外，并且因采购订单而发生或与之相关的所有争议应根据国际商会仲裁规则，由三名委派的仲裁员按照上述规则最终裁决，强制性仲裁地点位于奥地利维也纳。《联合国国际货物销售

合同公约》不适用。在具有管辖权的法院或仲裁小组合理地确定必须适用当地法律的范围内（尽管有本协议第 8 条中明确规定的法律选择），双方同意并承认，此类当地法律的适用范围应予以限制并根据有限的使用条件进行轻微调整，此后，所有争议均受本协议第 8 条以及此处规定的明确仲裁规定管辖。除非双方另有协议，否则在任何情况下都应以英语为仲裁语言。双方特此在知情和自愿且有机会与律师进行磋商的情况下，放弃陪审团审判的所有权利。

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 6 (Event Disclaimer), 7 (Limitation of Liability), 8 (Governing Law), and 9 (General).

一般条款。 本协议构成双方就参与活动和本协议主题的完整协议，并取代双方之前和当前就同一主题问题达成的任何或所有书面或口头协议、承诺、陈述、保证和谅解。根据司法命令，如果发现本协议的任何条款无效或无法执行，则本协议的其余部分保持有效并应根据其条款执行。Jabil 未能严格执行本协议的任何条款，将不构成放弃该条款或随后违反该条款的任何行为。以下条款在本协议终止或过期后仍然有效：第 6 条（活动免责声明）、第 7 条（责任限制）、第 8 条（管辖法律）和第 9 条（一般条款）。