

**THIS RUSSIAN TRANSLATION IS PROVIDED AS A COURTESY. THE ENGLISH VERSION SHALL PREVAIL**

**IMPORTANT NOTICE:**

**Agreement**

**Supplier**

*its subsidiaries and affiliates*

**Event(s)**

**Jabil**

*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**

*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*

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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.

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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.

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.

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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



9) **General.**