

**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



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, financial stability, and reputation of all third party representatives and business partners is a critical component of Jabil's anti-corruption program. Jabil personnel should be trained to identify and address anti-corruption "Red Flags" that may be created by such parties. Conducting appropriate due diligence into the background, qualifications, financial stability, and reputation of all third party representatives and business partners is a critical component of Jabil's anti-corruption program.

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](http://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

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 andf ou

[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: <span style="float: right;">("Third Party")</span>
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