UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended February 28, 2021

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-14063

JABIL INC.
(Exact name of registrant as specified in its charter)

Delaware	**38-1886260**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

10560 Dr. Martin Luther King, Jr. Street North, St. Petersburg, Florida 33716
(Address of principal executive offices) (Zip Code)

(727) 577-9749
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value per share	**JBL**	**New York Stock Exchange**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of March 23, 2021, there were 148,797,963 shares of the registrant's Common Stock outstanding.

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PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

JABIL INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except for share data)

	February 28, 2021 (Unaudited)	August 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	$ 838,099	$ 1,393,557
Accounts receivable, net of allowance for doubtful accounts of $26,916 as of February 28, 2021 and $25,827 as of August 31, 2020	3,062,742	2,847,743
Contract assets	993,363	1,104,700
Inventories, net	3,558,970	3,131,783
Prepaid expenses and other current assets	690,479	657,102
Total current assets	9,143,653	9,134,885
Property, plant and equipment, net of accumulated depreciation of $4,762,227 as of February 28, 2021 and $4,525,758 as of August 31, 2020	3,696,373	3,665,312
Operating lease right-of-use asset	365,043	362,847
Goodwill	717,660	696,853
Intangible assets, net of accumulated amortization of $418,635 as of February 28, 2021 and $395,074 as of August 31, 2020	206,389	209,870
Deferred income taxes	154,706	165,407
Other assets	210,339	162,242
Total assets	$ 14,494,163	$ 14,397,416
LIABILITIES AND EQUITY		
Current liabilities:		
Current installments of notes payable and long-term debt	$ 50,197	$ 50,194
Accounts payable	5,644,359	5,687,038
Accrued expenses	3,037,158	3,211,528
Current operating lease liabilities	110,663	110,723
Total current liabilities	8,842,377	9,059,483
Notes payable and long-term debt, less current installments	2,679,819	2,678,288
Other liabilities	305,410	268,925
Non-current operating lease liabilities	306,044	302,035
Income tax liabilities	161,416	148,629
Deferred income taxes	97,155	114,657
Total liabilities	12,392,221	12,572,017
Commitments and contingencies		
Equity:		
Jabil Inc. stockholders' equity:		
Preferred stock, $0.001 par value, authorized 10,000,000 shares; no shares issued and no shares outstanding	—	—
Common stock, $0.001 par value, authorized 500,000,000 shares; 266,842,954 and 263,830,270 shares issued and 149,366,501 and 150,330,358 shares outstanding as of February 28, 2021 and August 31, 2020, respectively	267	264
Additional paid-in capital	2,488,366	2,413,616
Retained earnings	2,368,012	2,040,922
Accumulated other comprehensive loss	(4,270)	(34,168)
Treasury stock at cost, 117,476,453 and 113,499,912 shares as of February 28, 2021 and August 31, 2020, respectively	(2,763,214)	(2,609,250)
Total Jabil Inc. stockholders' equity	2,089,161	1,811,384
Noncontrolling interests	12,781	14,015
Total equity	2,101,942	1,825,399
Total liabilities and equity	$ 14,494,163	$ 14,397,416

See accompanying notes to Condensed Consolidated Financial Statements.

JABIL INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except for per share data)
(Unaudited)

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Net revenue	$ 6,828,546	$ 6,125,083	$ 14,661,075	$ 13,630,781
Cost of revenue	6,258,621	5,694,958	13,456,590	12,646,817
Gross profit	569,925	430,125	1,204,485	983,964
Operating expenses:				
Selling, general and administrative	305,942	285,024	608,694	613,923
Research and development	9,368	11,290	17,486	22,060
Amortization of intangibles	11,639	13,577	23,094	29,717
Restructuring, severance and related charges	6,626	29,604	4,911	74,855
Operating income	236,350	90,630	550,300	243,409
Impairment on securities	—	12,205	—	12,205
Other (income) expense	(1,559)	8,501	(3,481)	19,673
Interest income	(1,655)	(5,336)	(3,536)	(11,280)
Interest expense	31,026	46,183	63,372	91,094
Income before income tax	208,538	29,077	493,945	131,717
Income tax expense	56,184	31,658	140,584	93,584
Net income (loss)	152,354	(2,581)	353,361	38,133
Net income attributable to noncontrolling interests, net of tax	700	702	1,265	994
Net income (loss) attributable to Jabil Inc.	$ 151,654	$ (3,283)	$ 352,096	$ 37,139
Earnings (loss) per share attributable to the stockholders of Jabil Inc.:				
Basic	$ 1.01	$ (0.02)	$ 2.34	$ 0.24
Diluted	$ 0.99	$ (0.02)	$ 2.30	$ 0.24
Weighted average shares outstanding:				
Basic	150,257	152,058	150,206	152,579
Diluted	152,975	152,058	153,051	156,171

See accompanying notes to Condensed Consolidated Financial Statements.

JABIL INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)
(Unaudited)

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Net income (loss)	$ 152,354	$ (2,581)	$ 353,361	$ 38,133
Other comprehensive income (loss):				
Change in foreign currency translation	286	(10,346)	11,004	(10,875)
Change in derivative instruments:				
Change in fair value of derivatives	31,324	(9,474)	56,235	1,471
Adjustment for net (gains) losses realized and included in net income	(21,534)	(3,548)	(37,085)	3,335
Total change in derivative instruments	9,790	(13,022)	19,150	4,806
Unrealized loss on available for sale securities	—	(5,253)	—	(14,080)
Actuarial loss	—	—	(256)	—
Total other comprehensive income (loss)	10,076	(28,621)	29,898	(20,149)
Comprehensive income (loss)	$ 162,430	$ (31,202)	$ 383,259	$ 17,984
Comprehensive income attributable to noncontrolling interests	700	702	1,265	994
Comprehensive income (loss) attributable to Jabil Inc.	$ 161,730	$ (31,904)	$ 381,994	$ 16,990

See accompanying notes to Condensed Consolidated Financial Statements.

JABIL INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)
(Unaudited)

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Total stockholders' equity, beginning balances	$ 1,993,951	$ 1,849,293	$ 1,825,399	$ 1,900,758
Common stock:				
Beginning balances	266	262	264	260
Shares issued under employee stock purchase plan	1	1	1	1
Vesting of restricted stock	—	—	2	2
Ending balances	267	263	267	263
Additional paid-in capital:				
Beginning balances	2,445,582	2,332,307	2,413,616	2,304,552
Shares issued under employee stock purchase plan	20,354	16,179	20,354	16,179
Vesting of restricted stock	—	—	(2)	(2)
Recognition of stock-based compensation	22,430	15,353	54,398	43,110
Ending balances	2,488,366	2,363,839	2,488,366	2,363,839
Retained earnings:				
Beginning balances	2,228,729	2,064,758	2,040,922	2,037,037
Declared dividends	(12,371)	(12,521)	(25,006)	(25,222)
Net income (loss) attributable to Jabil Inc.	151,654	(3,283)	352,096	37,139
Ending balances	2,368,012	2,048,954	2,368,012	2,048,954
Accumulated other comprehensive loss:				
Beginning balances	(14,346)	(74,322)	(34,168)	(82,794)
Other comprehensive income (loss)	10,076	(28,621)	29,898	(20,149)
Ending balances	(4,270)	(102,943)	(4,270)	(102,943)
Treasury stock:				
Beginning balances	(2,680,860)	(2,487,319)	(2,609,250)	(2,371,612)
Purchases of treasury stock under employee stock plans	(388)	(3,693)	(21,969)	(23,010)
Treasury shares purchased	(81,966)	(72,270)	(131,995)	(168,660)
Ending balances	(2,763,214)	(2,563,282)	(2,763,214)	(2,563,282)
Noncontrolling interests:				
Beginning balances	14,580	13,607	14,015	13,315
Net income attributable to noncontrolling interests	700	702	1,265	994
Declared dividends to noncontrolling interests	(2,499)	(2,000)	(2,499)	(2,000)
Ending balances	12,781	12,309	12,781	12,309
Total stockholders' equity, ending balances	$ 2,101,942	$ 1,759,140	$ 2,101,942	$ 1,759,140

See accompanying notes to Condensed Consolidated Financial Statements.

JABIL INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	Six months ended	
	February 28, 2021	February 29, 2020
Cash flows provided by operating activities:		
Net income	$ 353,361	$ 38,133
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	420,416	402,347
Restructuring and related charges	3,036	33,061
Recognition of stock-based compensation expense and related charges	57,354	45,332
Deferred income taxes	(8,330)	3,087
Provision for allowance for doubtful accounts	5,313	10,185
Other, net	15,489	13,838
Change in operating assets and liabilities, exclusive of net assets acquired:		
Accounts receivable	(200,130)	424,971
Contract assets	123,258	(63,302)
Inventories	(421,255)	(279,664)
Prepaid expenses and other current assets	(31,279)	(62,881)
Other assets	(20,688)	(8,438)
Accounts payable, accrued expenses and other liabilities	(210,600)	(472,503)
Net cash provided by operating activities	85,945	84,166
Cash flows used in investing activities:		
Acquisition of property, plant and equipment	(661,153)	(448,765)
Proceeds and advances from sale of property, plant and equipment	266,725	36,624
Cash paid for business and intangible asset acquisitions, net of cash	(49,394)	(141,195)
Other, net	(3,367)	(2,013)
Net cash used in investing activities	(447,189)	(555,349)
Cash flows (used in) provided by financing activities:		
Borrowings under debt agreements	379,111	5,063,358
Payments toward debt agreements	(392,878)	(4,835,697)
Payments to acquire treasury stock	(131,995)	(168,660)
Dividends paid to stockholders	(25,879)	(26,280)
Net proceeds from exercise of stock options and issuance of common stock under employee stock purchase plan	20,354	16,179
Treasury stock minimum tax withholding related to vesting of restricted stock	(21,969)	(23,010)
Other, net	(15,999)	(11,617)
Net cash (used in) provided by financing activities	(189,255)	14,273
Effect of exchange rate changes on cash and cash equivalents	(4,959)	(9,688)
Net decrease in cash and cash equivalents	(555,458)	(466,598)
Cash and cash equivalents at beginning of period	1,393,557	1,163,343
Cash and cash equivalents at end of period	$ 838,099	$ 696,745

See accompanying notes to Condensed Consolidated Financial Statements.

JABIL INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary to present fairly the information set forth therein have been included. The accompanying unaudited Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and footnotes included in the Annual Report on Form 10-K of Jabil Inc. (the "Company") for the fiscal year ended August 31, 2020. Results for the six months ended February 28, 2021 are not necessarily an indication of the results that may be expected for the full fiscal year ending August 31, 2021.

2. Trade Accounts Receivable Sale Programs

The Company regularly sells designated pools of high credit quality trade accounts receivable under uncommitted trade accounts receivable sale programs to unaffiliated financial institutions without recourse. As these accounts receivable are sold without recourse, the Company does not retain the associated risks following the transfer of such accounts receivable to the respective financial institutions. The Company continues servicing the receivables sold and in exchange receives a servicing fee under each of the trade accounts receivable sale programs. Servicing fees related to each of the trade accounts receivable sale programs recognized during the three months and six months ended February 28, 2021 and February 29, 2020 were not material. The Company does not record a servicing asset or liability on the Condensed Consolidated Balance Sheets as the Company estimates that the fee it receives to service these receivables approximates the fair market compensation to provide the servicing activities.

Transfers of the receivables under the trade accounts receivable sale programs are accounted for as sales and, accordingly, net receivables sold under the trade accounts receivable sale programs are excluded from accounts receivable on the Condensed Consolidated Balance Sheets and are reflected as cash provided by operating activities on the Condensed Consolidated Statements of Cash Flows.

The following is a summary of the trade accounts receivable sale programs with unaffiliated financial institutions where the Company may elect to sell receivables and the unaffiliated financial institution may elect to purchase, at a discount, on an ongoing basis:

Program	Maximum Amount (in millions)[1]		Type of Facility	Expiration Date
A	$ 600.0		Uncommitted	December 5, 2021[2]
B	$ 150.0		Uncommitted	November 30, 2021
C	400.0	CNY	Uncommitted	August 31, 2023
D	$ 150.0		Uncommitted	May 4, 2023[3]
E	$ 150.0		Uncommitted	January 25, 2022[4]
F	$ 50.0		Uncommitted	February 23, 2023[5]
G	$ 100.0		Uncommitted	August 10, 2021[6]
H	$ 100.0		Uncommitted	July 21, 2021[7]
I	$ 650.0		Uncommitted	December 4, 2021[8]
J	$ 135.0		Uncommitted	April 11, 2021[9]
K	100.0	CHF	Uncommitted	December 5, 2021[2]

(1) Maximum amount of trade accounts receivable that may be sold under a facility at any one time.
(2) The program will be automatically extended through December 5, 2025 unless either party provides 30 days' notice of termination.
(3) Any party may elect to terminate the agreement upon 30 days' prior notice.
(4) The program will be automatically extended through January 25, 2023 unless either party provides 30 days' notice of termination.

(5) Any party may elect to terminate the agreement upon 15 days' prior notice.
(6) The program will be automatically extended through August 10, 2023 unless either party provides 30 days' notice of termination.
(7) The program will be automatically extended through August 21, 2023 unless either party provides 30 days' notice of termination.
(8) The program will be automatically extended through December 5, 2024 unless either party provides 30 days' notice of termination.
(9) The program will be automatically extended through April 11, 2025 unless either party provides 30 days' notice of termination.

In connection with the trade accounts receivable sale programs, the Company recognized the following (in millions):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Trade accounts receivable sold	$ 1,335	$ 2,201	$ 2,552	$ 4,163
Cash proceeds received	$ 1,334	$ 2,196	$ 2,550	$ 4,153
Pre-tax losses on sale of receivables[1]	$ 1	$ 5	$ 2	$ 10

(1) Recorded to other expense within the Condensed Consolidated Statement of Operations.

3. Inventories

Inventories consist of the following (in thousands):

	February 28, 2021	August 31, 2020
Raw materials	$ 2,616,353	$ 2,389,719
Work in process	539,446	450,781
Finished goods	484,035	376,542
Reserve for excess and obsolete inventory	(80,864)	(85,259)
Inventories, net	$ 3,558,970	$ 3,131,783

4. Notes Payable and Long-Term Debt

Notes payable and long-term debt outstanding as of February 28, 2021 and August 31, 2020 are summarized below (in thousands):

	Maturity Date	February 28, 2021	August 31, 2020
4.700% Senior Notes	Sep 15, 2022	$ 498,983	$ 498,659
4.900% Senior Notes	Jul 14, 2023	299,420	299,300
3.950% Senior Notes	Jan 12, 2028	495,745	495,440
3.600% Senior Notes	Jan 15, 2030	495,032	494,756
3.000% Senior Notes	Jan 15, 2031	590,708	590,162
Borrowings under credit facilities[1]	Apr 23, 2021, Jan 22, 2023 and Jan 22, 2025	—	—
Borrowings under loans	Jan 22, 2025	350,128	350,165
Total notes payable and long-term debt		2,730,016	2,728,482
Less current installments of notes payable and long-term debt		50,197	50,194
Notes payable and long-term debt, less current installments		$ 2,679,819	$ 2,678,288

(1) As of February 28, 2021, the Company has $3.8 billion in available unused borrowing capacity under its revolving credit facilities. The Revolving Credit Facility under the five-year unsecured credit facility entered into on January 22, 2020 (the "Credit Facility") acts as the back-up facility for commercial paper outstanding, if any. The Company has a borrowing capacity of up to $1.8 billion under its commercial paper program.

Debt Covenants

Borrowings under the Company's debt agreements are subject to various covenants that limit the Company's ability to: incur additional indebtedness, sell assets, effect mergers and certain transactions, and effect certain transactions with subsidiaries and affiliates. In addition, the revolving credit facilities and the 4.900% Senior Notes contain debt leverage and interest coverage covenants. The Company is also subject to certain covenants requiring the Company to offer to repurchase the 4.700%, 4.900%, 3.950%, 3.600% or 3.000% Senior Notes upon a change of control. As of February 28, 2021 and August 31, 2020, the Company was in compliance with its debt covenants.

Fair Value

Refer to Note 16 – "Fair Value Measurements" for the estimated fair values of the Company's notes payable and long-term debt.

5. Asset-Backed Securitization Programs

The Company continuously sells designated pools of trade accounts receivable, at a discount, under its foreign asset-backed securitization program and its North American asset-backed securitization program to special purpose entities, which in turn sell certain of the receivables under the foreign program to an unaffiliated financial institution and a conduit administered by an unaffiliated financial institution and certain of the receivables under the North American program to conduits administered by an unaffiliated financial institution on a monthly basis.

The Company continues servicing the receivables sold and in exchange receives a servicing fee under each of the asset-backed securitization programs. Servicing fees related to each of the asset-backed securitization programs recognized during the three months and six months ended February 28, 2021 and February 29, 2020 were not material. The Company does not record a servicing asset or liability on the Condensed Consolidated Balance Sheets as the Company estimates that the fee it receives to service these receivables approximates the fair market compensation to provide the servicing activities.

Transfers of the receivables under the asset-backed securitization programs are accounted for as sales and, accordingly, net receivables sold under the asset-backed securitization programs are excluded from accounts receivable on the Condensed Consolidated Balance Sheets and are reflected as cash provided by operating activities on the Condensed Consolidated Statements of Cash Flows.

The special purpose entity in the foreign asset-backed securitization program is a separate bankruptcy-remote entity whose assets would be first available to satisfy the creditor claims of the unaffiliated financial institution. The Company is

deemed the primary beneficiary of this special purpose entity as the Company has both the power to direct the activities of the entity that most significantly impact the entity's economic performance and the obligation to absorb losses or the right to receive the benefits that could potentially be significant to the entity from the transfer of the trade accounts receivable into the special purpose entity. Accordingly, the special purpose entity associated with the foreign asset-backed securitization program is included in the Company's Condensed Consolidated Financial Statements. As of February 28, 2021, the special purpose entity has liabilities for which creditors do not have recourse to the general credit of the Company (primary beneficiary). The liabilities cannot exceed the maximum amount of net cash proceeds under the foreign asset-backed securitization program.

The foreign asset-backed securitization program contains a guarantee of payment by the special purpose entity, in an amount approximately equal to the net cash proceeds under the program. No liability has been recorded for obligations under the guarantee as of February 28, 2021.

The special purpose entity in the North American asset-backed securitization program is a wholly-owned subsidiary of the Company and is included in the Company's Condensed Consolidated Financial Statements. Certain unsold receivables covering the maximum amount of net cash proceeds available under the North American asset-backed securitization program are pledged as collateral to the unaffiliated financial institution as of February 28, 2021.

Following is a summary of the asset-backed securitization programs and key terms:

	Maximum Amount of Net Cash Proceeds (in millions)[1][2]	Expiration Date
North American	$ 390.0	November 22, 2021
Foreign	$ 400.0	September 30, 2021

(1) Maximum amount available at any one time.
(2) As of February 28, 2021, the Company had up to $53.3 million in available liquidity under its asset-backed securitization programs.

In connection with the asset-backed securitization programs, the Company recognized the following (in millions):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Trade accounts receivable sold	$ 1,140	$ 1,095	$ 2,313	$ 2,257
Cash proceeds received[1]	$ 1,137	$ 1,089	$ 2,308	$ 2,245
Pre-tax losses on sale of receivables[2]	$ 3	$ 6	$ 5	$ 12

(1) The amounts primarily represent proceeds from collections reinvested in revolving-period transfers.
(2) Recorded to other expense within the Condensed Consolidated Statements of Operations.

The asset-backed securitization programs require compliance with several covenants. The North American asset-backed securitization program covenants include compliance with the interest ratio and debt to EBITDA ratio of the Credit Facility. The foreign asset-backed securitization program covenants include limitations on certain corporate actions such as mergers and consolidations. As of February 28, 2021 and August 31, 2020, the Company was in compliance with all covenants under the asset-backed securitization programs.

6. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	February 28, 2021	August 31, 2020
Contract liabilities[1]	$ 524,053	$ 496,219
Accrued compensation and employee benefits	666,808	703,250
Other accrued expenses	1,846,297	2,012,059
Accrued expenses	$ 3,037,158	$ 3,211,528

(1) Revenue recognized during the six months ended February 28, 2021 and February 29, 2020 that was included in the contract liability balance as of August 31, 2020 and 2019 was $233.3 million and $201.1 million, respectively.

7. Postretirement and Other Employee Benefits

Net Periodic Benefit Cost

The following table provides information about the net periodic benefit cost for all plans for the three months and six months ended February 28, 2021 and February 29, 2020 (in thousands):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Service cost [1]	$ 6,453	$ 6,638	$ 12,531	$ 11,101
Interest cost [2]	1,176	809	2,297	1,572
Expected long-term return on plan assets [2]	(3,979)	(3,789)	(7,849)	(6,575)
Recognized actuarial (gain) loss [2]	(1,270)	226	(2,513)	449
Amortization of actuarial gain [2]	(1,766)	—	(3,490)	—
Amortization of prior service credit [2]	(13)	(11)	(26)	(22)
Net periodic benefit cost	$ 601	$ 3,873	$ 950	$ 6,525

[1] Service cost is recognized in cost of revenue in the Condensed Consolidated Statement of Operations.
[2] Components are recognized in other expense in the Condensed Consolidated Statement of Operations.

8. Derivative Financial Instruments and Hedging Activities

The Company is directly and indirectly affected by changes in certain market conditions. These changes in market conditions may adversely impact the Company's financial performance and are referred to as market risks. The Company, where deemed appropriate, uses derivatives as risk management tools to mitigate the potential impact of certain market risks. The primary market risks managed by the Company through the use of derivative instruments are foreign currency risk and interest rate risk.

Foreign Currency Risk Management

Forward contracts are put in place to manage the foreign currency risk associated with the anticipated foreign currency denominated revenues and expenses. A hedging relationship existed with an aggregate notional amount outstanding of $658.1 million and $355.2 million as of February 28, 2021 and August 31, 2020, respectively. The related forward foreign exchange contracts have been designated as hedging instruments and are accounted for as cash flow hedges. The forward foreign exchange contract transactions will effectively lock in the value of anticipated foreign currency denominated revenues and expenses against foreign currency fluctuations. The anticipated foreign currency denominated revenues and expenses being hedged are expected to occur between March 1, 2021 and November 30, 2021.

In addition to derivatives that are designated as hedging instruments and qualify for hedge accounting, the Company also enters into forward contracts to economically hedge transactional exposure associated with commitments arising from trade accounts receivable, trade accounts payable, fixed purchase obligations and intercompany transactions denominated in a currency other than the functional currency of the respective operating entity. The aggregate notional amount of these outstanding contracts as of February 28, 2021 and August 31, 2020, was $3.2 billion and $2.9 billion, respectively.

Refer to Note 16 – "Fair Value Measurements" for the fair values and classification of the Company's derivative instruments.

The gains and losses recognized in earnings due to hedge ineffectiveness and the amount excluded from effectiveness testing were not material for all periods presented and are included as components of net revenue, cost of revenue and selling, general and administrative expense, which are the same line items in which the hedged items are recorded.

The following table presents the gains from forward contracts recorded in the Condensed Consolidated Statements of Operations for the periods indicated (in thousands):

Derivatives Not Designated as Hedging Instruments Under ASC 815	Location of Gain on Derivatives Recognized in Net Income	Amount of Gain Recognized in Net Income on Derivatives			
		Three months ended		Six months ended	
		February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Forward foreign exchange contracts[1]	Cost of revenue	$ 36,437	$ 6,801	$ 120,443	$ 33,518

(1) For the three months and six months ended February 28, 2021, the Company recognized $26.2 million and $99.1 million, respectively, of foreign currency losses in cost of revenue, which are offset by the gains from the forward foreign exchange contracts. During the three months and six months ended February 29, 2020, the Company recognized $7.6 million and $36.4 million, respectively, of foreign currency losses in cost revenue, which are offset by the gains from the forward foreign exchange contracts.

Interest Rate Risk Management

The Company periodically enters into interest rate swaps to manage interest rate risk associated with the Company's borrowings.

Cash Flow Hedges

The following table presents the interest rate swaps outstanding as of February 28, 2021, which have been designated as hedging instruments and accounted for as cash flow hedges:

Interest Rate Swap Summary	Hedged Interest Rate Payments	Aggregate Notional Amount (in millions)	Effective Date	Expiration Date [1]
Forward Interest Rate Swap				
Anticipated Debt Issuance	Fixed	$ 250.0	November 2, 2020	July 31, 2024 [2]

(1) The contracts will be settled with the respective counterparties on a net basis at the expiration date for the forward interest rate swap.
(2) If the anticipated debt issuance occurs before July 31, 2024, the contracts will be terminated simultaneously with the debt issuance.

Contemporaneously with the issuance of our 3.000% Notes in July 2020, the Company amended interest rate swap agreements with a notional value of $200.0 million, with mandatory termination dates from August 15, 2020 to February 15, 2022 (the "2020 Extended Interest Rate Swaps"). In addition, the Company entered into interest rate swaps to offset future exposures of fluctuations in the fair value of the 2020 Extended Interest Rate Swaps (the "Offsetting Interest Rate Swaps").

9. Accumulated Other Comprehensive (Loss) Income

The following table sets forth the changes in accumulated other comprehensive (loss) income ("AOCI"), net of tax, by component for the six months ended February 28, 2021 (in thousands):

	Foreign Currency Translation Adjustment	Derivative Instruments	Actuarial Loss	Prior Service Cost	Total
Balance as of August 31, 2020	$ (36,595)	$ (30,996)	$ 34,093	$ (670)	$ (34,168)
Other comprehensive income (loss) before reclassifications	11,004	56,235	(256)	—	66,983
Amounts reclassified from AOCI	—	(37,085)	—	—	(37,085)
Other comprehensive income (loss)[1]	11,004	19,150	(256)	—	29,898
Balance as of February 28, 2021	$ (25,591)	$ (11,846)	$ 33,837	$ (670)	$ (4,270)

(1) Amounts are net of tax, which are immaterial.

The following table sets forth the amounts reclassified from AOCI into the Condensed Consolidated Statements of Operations, and the associated financial statement line item, net of tax, for the periods indicated (in thousands):

Comprehensive Income Components	Financial Statement Line Item	Three months ended February 28, 2021	Three months ended February 29, 2020	Six months ended February 28, 2021	Six months ended February 29, 2020
Realized (gains) losses on derivative instruments:[1]					
Foreign exchange contracts	Cost of revenue	$ (22,344)	$ (3,117)	$ (38,712)	$ 4,197
Interest rate contracts	Interest expense	810	(431)	1,627	(862)
Total amounts reclassified from AOCI[2]		$ (21,534)	$ (3,548)	$ (37,085)	$ 3,335

(1) The Company expects to reclassify $4.7 million into earnings during the next twelve months, which will primarily be classified as a component of cost of revenue.

(2) Amounts are net of tax, which are immaterial for the three months and six months ended February 28, 2021 and February 29, 2020.

10. Stockholders' Equity

The Company recognized stock-based compensation expense within selling, general and administrative expense as follows (in thousands):

	Three months ended February 28, 2021	Three months ended February 29, 2020	Six months ended February 28, 2021	Six months ended February 29, 2020
Restricted stock units	$ 20,324	$ 12,301	$ 51,597	$ 40,484
Employee stock purchase plan	3,489	2,808	5,757	4,848
Total	$ 23,813	$ 15,109	$ 57,354	$ 45,332

On January 21, 2021, the 2021 Equity Incentive Plan (the "2021 EIP") was approved by the shareholders of the Company. The 2021 EIP replaced the Company's 2011 Stock Award and Incentive Plan, which terminated on October 21, 2020. As of February 28, 2021, the shares available to be issued under the 2021 EIP were 10,919,155.

Restricted Stock Units

Certain key employees have been granted time-based, performance-based and market-based restricted stock unit awards ("restricted stock units"). The time-based restricted stock units generally vest on a graded vesting schedule over three years. The performance-based restricted stock units generally vest on a cliff vesting schedule over three years and up to a maximum of 150%, depending on the specified performance condition and the level of achievement obtained. The performance-based restricted stock units have a vesting condition that is based upon the Company's cumulative adjusted core earnings per share during the performance period. The market-based restricted stock units generally vest on a cliff vesting schedule over three years and up to a maximum of 200%, depending on the specified performance condition and the level of achievement obtained. The market-based restricted stock units have a vesting condition that is tied to the Company's total shareholder return based on the Company's stock performance in relation to the companies in the Standard and Poor's (S&P) Super Composite Technology Hardware and Equipment Index excluding the Company. During the six months ended February 28, 2021 and February 29, 2020, the Company awarded approximately 1.2 million and 1.1 million time-based restricted stock units, respectively, 0.4 million and 0.3 million performance-based restricted stock units, respectively, and 0.3 million and 0.3 million market-based restricted stock units, respectively.

The following represents the stock-based compensation information as of the period indicated (in thousands):

	February 28, 2021
Unrecognized stock-based compensation expense—restricted stock units	$ 58,206
Remaining weighted-average period for restricted stock units expense	1.5 years

Common Stock Outstanding

The following represents the common stock outstanding for the periods indicated:

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Common stock outstanding:				
Beginning balances	150,471,570	152,300,356	150,330,358	153,520,380
Shares issued upon exercise of stock options	—	43,069	—	56,999
Shares issued under employee stock purchase plan	771,548	595,717	771,548	595,717
Vesting of restricted stock	24,054	322,872	2,241,136	2,239,612
Purchases of treasury stock under employee stock plans	(8,873)	(86,706)	(610,279)	(617,123)
Treasury shares purchased[1]	(1,891,798)	(1,767,782)	(3,366,262)	(4,388,059)
Ending balances	149,366,501	151,407,526	149,366,501	151,407,526

[1] In September 2019, the Company's Board of Directors authorized the repurchase of up to $600.0 million of the Company's common stock as part of a two-year capital allocation framework (the "2020 Share Repurchase Program"). As of February 28, 2021, 9.4 million shares had been repurchased for $345.9 million and $254.1 million remains available under the 2020 Share Repurchase Program. The 2020 Share Repurchase Program authorization expires at the end of fiscal year 2021.

11. Concentration of Risk and Segment Data

Concentration of Risk

Sales of the Company's products are concentrated among specific customers. During the six months ended February 28, 2021, the Company's five largest customers accounted for approximately 49% of its net revenue and 75 customers accounted for approximately 90% of its net revenue. Sales to these customers were reported in the Electronics Manufacturing Services ("EMS") and Diversified Manufacturing Services ("DMS") operating segments.

The Company procures components from a broad group of suppliers. Some of the products manufactured by the Company require one or more components that are available from only a single source.

Segment Data

Net revenue for the operating segments is attributed to the segment in which the service is performed. An operating segment's performance is evaluated based on its pre-tax operating contribution, or segment income. Segment income is defined as net revenue less cost of revenue, segment selling, general and administrative expenses, segment research and development expenses and an allocation of corporate manufacturing expenses and selling, general and administrative expenses. Segment income does not include amortization of intangibles, stock-based compensation expense and related charges, restructuring, severance and related charges, distressed customer charges, acquisition and integration charges, impairment on securities, loss on disposal of subsidiaries, settlement of receivables and related charges, impairment of notes receivable and related charges, restructuring of securities loss, goodwill impairment charges, business interruption and impairment charges, net, income (loss) from discontinued operations, gain (loss) on sale of discontinued operations, other expense (excluding certain components of net periodic benefit cost), interest income, interest expense, income tax expense or adjustment for net income (loss) attributable to noncontrolling interests. Transactions between operating segments are generally recorded at amounts that approximate those at which we would transact with third parties.

As of September 1, 2020, certain customers have been realigned within the Company's operating segments. As there have been no changes to how the Company's chief operating decision maker assesses operating performance and allocates resources, the Company's operating segments which are the reporting segments continue to consist of the DMS and EMS segments. Customers within the automotive and transportation and smart home and appliances industries are now presented within the DMS segment. Prior period disclosures are restated to reflect the realignment.

The following table presents the Company's revenues disaggregated by segment (in thousands):

	Three months ended					
	February 28, 2021			February 29, 2020		
	EMS	DMS	Total	EMS	DMS	Total
Timing of transfer						
Point in time	$ 819,139	$ 1,782,089	$ 2,601,228	$ 980,581	$ 1,147,870	$ 2,128,451
Over time	2,360,343	1,866,975	4,227,318	2,240,232	1,756,400	3,996,632
Total	$ 3,179,482	$ 3,649,064	$ 6,828,546	$ 3,220,813	$ 2,904,270	$ 6,125,083

	Six months ended					
	February 28, 2021			February 29, 2020		
	EMS	DMS	Total	EMS	DMS	Total
Timing of transfer						
Point in time	$ 1,876,158	$ 4,021,917	$ 5,898,075	$ 2,364,333	$ 3,024,507	$ 5,388,840
Over time	4,896,371	3,866,629	8,763,000	4,615,418	3,626,523	8,241,941
Total	$ 6,772,529	$ 7,888,546	$ 14,661,075	$ 6,979,751	$ 6,651,030	$ 13,630,781

The following tables set forth operating segment information (in thousands):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Segment income and reconciliation of income before income tax				
EMS	$ 98,117	$ 72,501	$ 220,095	$ 161,855
DMS	186,489	86,947	429,448	274,908
Total segment income	$ 284,606	$ 159,448	$ 649,543	$ 436,763
Reconciling items:				
Amortization of intangibles	(11,639)	(13,577)	(23,094)	(29,717)
Stock-based compensation expense and related charges	(23,813)	(15,109)	(57,354)	(45,332)
Restructuring, severance and related charges	(6,626)	(29,604)	(4,911)	(74,855)
Distressed customer charge	—	—	—	(14,963)
Business interruption and impairment charges, net	806	—	806	—
Acquisition and integration charges	(1,261)	(7,752)	(3,374)	(23,886)
Impairment on securities	—	(12,205)	—	(12,205)
Other expense (net of periodic benefit cost)	(4,164)	(11,277)	(7,835)	(24,274)
Interest income	1,655	5,336	3,536	11,280
Interest expense	(31,026)	(46,183)	(63,372)	(91,094)
Income before income tax	$ 208,538	$ 29,077	$ 493,945	$ 131,717

	February 28, 2021	August 31, 2020
Total assets		
EMS	$ 3,765,147	$ 3,233,681
DMS	6,798,932	6,641,764
Other non-allocated assets	3,930,084	4,521,971
	$ 14,494,163	$ 14,397,416

As of February 28, 2021, the Company operated in 31 countries worldwide. Sales to unaffiliated customers are based on the Company location that maintains the customer relationship and transacts the external sale.

The following table sets forth, for the periods indicated, foreign source revenue expressed as a percentage of net revenue:

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Foreign source revenue	84.7 %	82.6 %	84.1 %	82.2 %

12. Restructuring, Severance and Related Charges

Following is a summary of the Company's restructuring, severance and related charges (in thousands):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Employee severance and benefit costs	$ 2,140	$ 8,012	$ 2,708	$ 26,793
Lease costs	—	6,229	(2,873)	6,468
Asset write-off costs	4,592	9,109	4,590	25,425
Other costs	(106)	6,254	486	16,169
Total restructuring, severance and related charges[1]	$ 6,626	$ 29,604	$ 4,911	$ 74,855

(1) Primarily relates to the 2020 Restructuring Plan, and includes $2.5 million and $14.7 million recorded in the EMS segment, $4.0 million and $14.5 million recorded in the DMS segment and $0.1 million and $0.4 million of non-allocated charges for the three months ended February 28, 2021 and February 29, 2020, respectively. Includes $(0.5) million and $32.1 million recorded in the EMS segment, $5.0 million and $39.7 million recorded in the DMS segment and $0.4 million and $3.1 million of non-allocated charges for the six months ended February 28, 2021 and February 29, 2020, respectively. Except for asset write-off costs, all restructuring, severance and related charges are cash costs.

2020 Restructuring Plan

On September 20, 2019, the Company's Board of Directors formally approved a restructuring plan to realign the Company's global capacity support infrastructure, particularly in the Company's mobility footprint in China, in order to optimize organizational effectiveness. This action includes headcount reductions and capacity realignment (the "2020 Restructuring Plan").

The 2020 Restructuring Plan, totaling $85.0 million in restructuring and other related costs, is substantially complete as of February 28, 2021.

The table below summarizes the Company's liability activity, primarily associated with the 2020 Restructuring Plan (in thousands):

	Employee Severance and Benefit Costs	Lease Costs	Asset Write-off Costs	Other Related Costs	Total
Balance as of August 31, 2020	$ 8,143	$ 2,316	$ —	$ 426	$ 10,885
Restructuring related charges	2,322	(2,873)	4,344	599	4,392
Asset write-off charge and other non-cash activity	(9)	1,554	(4,344)	2	(2,797)
Cash payments	(6,395)	(113)	—	(629)	(7,137)
Balance as of February 28, 2021	$ 4,061	$ 884	$ —	$ 398	$ 5,343

The Company's liability associated with the worldwide workforce reduction initiated in the third quarter of fiscal year 2020 is $18.3 million as of February 28, 2021.

13. Income Taxes

Effective Income Tax Rate

The U.S. federal statutory income tax rate and the Company's effective income tax rate are as follows:

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
U.S. federal statutory income tax rate	21.0 %	21.0 %	21.0 %	21.0 %
Effective income tax rate	26.9 %	108.9 %	28.5 %	71.0 %

The effective income tax rate decreased for the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020, primarily due to increased income for the three months and six months ended February 28, 2021, driven in part by decreased restructuring charges in tax jurisdictions with minimal related income tax benefit.

The effective income tax rate differed from the U.S. federal statutory income tax rate of 21.0% during the three months and six months ended February 28, 2021 and February 29, 2020, primarily due to: (i) losses in tax jurisdictions with existing valuation allowances and (ii) tax incentives granted to sites in Brazil, China, Malaysia, Singapore and Vietnam.

14. Earnings Per Share and Dividends

Earnings Per Share

The Company calculates its basic earnings per share by dividing net income attributable to the Company by the weighted average number of common shares outstanding during the period. The Company's diluted earnings per share is calculated in a similar manner, but includes the effect of dilutive securities. The difference between the weighted average number of basic shares outstanding and the weighted average number of diluted shares outstanding is primarily due to dilutive unvested restricted stock units and dilutive stock appreciation rights.

Potential shares of common stock are excluded from the computation of diluted earnings per share when their effect would be antidilutive. Performance-based restricted stock units are considered dilutive when the related performance criteria have been met assuming the end of the reporting period represents the end of the performance period. All potential shares of common stock are antidilutive in periods of net loss. Potential shares of common stock not included in the computation of earnings per share because their effect would have been antidilutive or because the performance criterion was not met were as follows (in thousands):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Restricted stock units	1,104	4,499	1,074	1,035
Employee stock purchase plan	—	164	2	—
Stock appreciation rights	—	28	—	—

Dividends

The following table sets forth cash dividends declared by the Company to common stockholders during the six months ended February 28, 2021 and February 29, 2020 (in thousands, except for per share data):

	Dividend Declaration Date	Dividend per Share	Total of Cash Dividends Declared	Date of Record for Dividend Payment	Dividend Cash Payment Date
Fiscal Year 2021:	October 15, 2020	$ 0.08	$ 12,417	November 16, 2020	December 2, 2020
	January 21, 2021	$ 0.08	$ 12,371	February 15, 2021	March 2, 2021
Fiscal Year 2020:	October 17, 2019	$ 0.08	$ 12,647	November 15, 2019	December 2, 2019
	January 23, 2020	$ 0.08	$ 12,517	February 14, 2020	March 4, 2020

15. Business Acquisitions

During fiscal year 2018, the Company and Johnson & Johnson Medical Devices Companies ("JJMD") entered into a Framework Agreement to form a strategic collaboration and expand its existing relationship. The strategic collaboration expands the Company's medical device manufacturing portfolio, diversification and capabilities.

On October 26, 2020, under the terms of the Framework Agreement, the Company completed the fourth closing of its acquisition of certain assets of JJMD. The preliminary aggregate purchase price paid for the fourth closing was approximately

$18.4 million in cash, which remains subject to certain post-closing adjustments based on conditions within the Framework Agreement. Total assets acquired of $30.6 million and total liabilities assumed of $12.2 million were recorded at their estimated fair values as of the acquisition date.

The acquisition of the JJMD assets was accounted for as a business combination using the acquisition method of accounting. The Company is currently evaluating the fair value of the assets and liabilities related to the fourth closing. The preliminary estimates and measurements are, therefore, subject to change during the measurement period for assets acquired, liabilities assumed and tax adjustments. The results of operations were included in the Company's condensed consolidated financial results beginning on October 26, 2020 for the fourth closing. The Company believes it is impracticable to provide pro forma information for the acquisition of the JJMD assets.

16. Fair Value Measurements

Fair Value Measurements on a Recurring Basis

The following table presents the fair value of the Company's financial assets and liabilities measured at fair value by hierarchy level on a recurring basis as of the periods indicated:

(in thousands)	Fair Value Hierarchy		February 28, 2021	August 31, 2020
Assets:				
Cash and cash equivalents:				
Cash equivalents	Level 1	(1)	$ 46,900	$ 33,869
Prepaid expenses and other current assets:				
Short-term investments	Level 1		16,878	16,556
Forward foreign exchange contracts:				
Derivatives designated as hedging instruments (Note 8)	Level 2	(2)	15,506	11,201
Derivatives not designated as hedging instruments (Note 8)	Level 2	(2)	73,371	58,893
Other assets:				
Forward interest rate swap:				
Derivatives designated as hedging instruments (Note 8)	Level 2	(3)	17,547	—
Liabilities:				
Accrued expenses:				
Forward foreign exchange contracts:				
Derivatives designated as hedging instruments (Note 8)	Level 2	(2)	$ 3,149	$ 1,522
Derivatives not designated as hedging instruments (Note 8)	Level 2	(2)	6,922	9,100
Interest rate swaps:				
Derivatives not designated as hedging instruments (Note 8)	Level 2	(3)	7,890	540
Extended interest rate swap not designated as a hedging instrument (Note 8)	Level 2	(4)	18,190	26,492
Other liabilities:				
Interest rate swaps:				
Derivatives not designated as hedging instruments (Note 8)	Level 2	(3)	—	329
Extended interest rate swap not designated as a hedging instrument (Note 8)	Level 2	(4)	—	13,111

(1) Consist of investments that are readily convertible to cash with original maturities of 90 days or less.

(2) The Company's forward foreign exchange contracts are measured on a recurring basis at fair value, based on foreign currency spot rates and forward rates quoted by banks or foreign currency dealers.

(3) Fair value measurements are based on the contractual terms of the derivatives and use observable market-based inputs. The interest rate swaps are valued using a discounted cash flow analysis on the expected cash flows of each derivative using observable inputs including interest rate curves and credit spreads.

(4) The 2020 Extended Interest Rate Swaps are considered a hybrid instrument and the Company elected the fair value option for reporting. Fair value measurements are based on the contractual terms of the contract and use observable market-based inputs. The interest rate swaps are valued using a discounted cash flow analysis of the expected cash flows using observable inputs including interest rate curves and credit spreads.

Assets Held for Sale

The following table presents the assets held for sale:

(in thousands)	February 28, 2021 Carrying Amount	August 31, 2020 Carrying Amount
Assets held for sale [1]	$ 60,580	$ 67,380

[1] The fair value of assets held for sale exceeds the carrying value for $30.1 million of assets held for sale. For $30.5 million of assets held for sale, the carrying value approximates the fair value with the asset value measured using Level 2 inputs.

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, trade accounts receivable, prepaid expenses and other current assets, accounts payable and accrued expenses approximate fair value because of the short-term nature of these financial instruments. The carrying amounts of borrowings under credit facilities and under loans approximates fair value as interest rates on these instruments approximates current market rates.

Notes payable and long-term debt is carried at amortized cost; however, the Company estimates the fair values of notes payable and long-term debt for disclosure purposes. The following table presents the carrying amounts and fair values of the Company's notes payable and long-term debt, by hierarchy level as of the periods indicated:

(in thousands)	Fair Value Hierarchy		February 28, 2021 Carrying Amount	February 28, 2021 Fair Value	August 31, 2020 Carrying Amount	August 31, 2020 Fair Value
Notes payable and long-term debt:						
4.700% Senior Notes	Level 2	[1]	$ 498,983	$ 531,245	$ 498,659	$ 537,180
4.900% Senior Notes	Level 3	[2]	$ 299,420	$ 327,954	$ 299,300	$ 329,435
3.950% Senior Notes	Level 2	[1]	$ 495,745	$ 561,425	$ 495,440	$ 551,930
3.600% Senior Notes	Level 2	[1]	$ 495,032	$ 535,905	$ 494,756	$ 536,110
3.000% Senior Notes	Level 2	[1]	$ 590,708	$ 612,480	$ 590,162	$ 611,616

[1] The fair value estimates are based upon observable market data.
[2] This fair value estimate is based on the Company’s indicative borrowing cost derived from discounted cash flows.

17. Commitments and Contingencies

Leases

During the six months ended February 28, 2021, the Company entered into certain new finance leases with minimum lease payments of $95.3 million, due primarily in 2023.

Legal Proceedings

The Company is party to certain lawsuits in the ordinary course of business. The Company does not believe that these proceedings, individually or in the aggregate, will have a material adverse effect on the Company’s financial position, results of operations or cash flows.

18. New Accounting Guidance

Recently Adopted Accounting Guidance

During fiscal year 2016, the FASB issued an accounting standard, which replaces the existing incurred loss impairment model with an expected credit loss model and requires a financial asset measured at amortized cost to be presented at the net amount expected to be collected. The Company adopted the guidance during the first quarter of fiscal year 2021. The adoption of this standard did not have a material impact on the Company’s Consolidated Financial Statements.

During fiscal year 2018, the FASB issued a new accounting standard which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This guidance is effective for the Company beginning

in the first quarter of fiscal year 2021. The adoption of this standard did not have a material impact on the Company's Consolidated Financial Statements.

Recently Issued Accounting Guidance

Recently issued accounting guidance is not applicable or did not have, or is not expected to have, a material impact to the Company.

JABIL INC. AND SUBSIDIARIES

This Quarterly Report on Form 10-Q contains forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995, that involve risks and uncertainties. Many of the forward-looking statements are located in Item 2 of this Form 10-Q under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations." Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "should," "could," "can," "may," and similar terms. Forward-looking statements are not guarantees of future performance and the Company's actual results may differ significantly from the results discussed in the forward-looking statements. Achievement of anticipated results is subject to substantial risks, uncertainties and inaccurate assumptions. Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove inaccurate, actual results could vary materially from past results and those anticipated, estimated or projected. You should bear this in mind as you consider forward-looking statements, and you are cautioned not to put undue reliance on forward-looking statements. We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law or by the rules and regulations of the SEC. You are advised, however, to consult any further disclosures we make on related subjects. Factors that might cause such differences include, but are not limited to, those discussed in Part I, Item 1A of the Company's Annual Report on Form 10-K for the year ended August 31, 2020 such as, the scope and duration of the COVID-19 outbreak and its impact on our operations, sites, customers and supply chain; managing growth effectively; our dependence on a limited number of customers; competitive challenges affecting our customers; managing rapid declines or increases in customer demand and other related customer challenges that may occur; risks arising from relationships with emerging companies; changes in technology; our ability to introduce new business models or programs requiring implementation of new competencies; competition; transportation issues; our ability to maintain our engineering, technological and manufacturing expertise; retaining key personnel; our ability to purchase components efficiently and reliance on a limited number of suppliers for critical components; risks associated with international sales and operations; our ability to achieve expected profitability from acquisitions; risk arising from our restructuring activities; issues involving our information systems, including security issues; regulatory risks (including the expense of complying, or failing to comply, with applicable regulations; risk arising from design or manufacturing defects; and intellectual property risk); financial risks (including customers or suppliers who become financially troubled; turmoil in financial markets; tax risks; credit rating risks; risks of exposure to debt; currency fluctuations; energy prices; and asset impairment); changes in financial accounting standards or policies; and risk of natural disaster, climate change or other global events. References in this report to "the Company," "Jabil," "we," "our," or "us" mean Jabil Inc. together with its subsidiaries, except where the context otherwise requires.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

We are one of the leading providers of worldwide manufacturing services and solutions. We provide comprehensive electronics design, production and product management services to companies in various industries and end markets. Our services enable our customers to reduce manufacturing costs, improve supply-chain management, reduce inventory obsolescence, lower transportation costs and reduce product fulfillment time. Our manufacturing and supply chain management services and solutions include innovation, design, planning, fabrication and assembly, delivery and managing the flow of resources and products. We derive substantially all of our revenue from production and product management services (collectively referred to as "manufacturing services"), which encompass the act of producing tangible components that are built to customer specifications and are then provided to the customer.

We serve our customers primarily through dedicated business units that combine highly automated, continuous flow manufacturing with advanced electronic design and design for manufacturability. We depend, and expect to continue to depend, upon a relatively small number of customers for a significant percentage of our net revenue, which in turn depends upon their growth, viability and financial stability.

We conduct our operations in facilities that are located worldwide, including but not limited to, China, Malaysia, Mexico, Singapore, the United States and Vietnam. We derived a substantial majority, 84.7% and 84.1%, of net revenue from our international operations for the three months and six months ended February 28, 2021, respectively. Our global manufacturing production sites allow customers to manufacture products simultaneously in the optimal locations for their products. Our global presence is key to assessing and executing on our business opportunities.

We have two reporting segments: Electronics Manufacturing Services ("EMS") and Diversified Manufacturing Services ("DMS"), which are organized based on the economic profiles of the services performed, including manufacturing capabilities, market strategy, margins, return on capital and risk profiles. Our EMS segment is focused around leveraging IT, supply chain design and engineering, technologies largely centered on core electronics, utilizing our large scale manufacturing infrastructure and our ability to serve a broad range of end markets. Our EMS segment is a high volume business that produces product at a quicker rate (i.e. cycle time) and in larger quantities and includes customers primarily in the 5G, wireless and cloud, digital print and retail, industrial and semi-cap, and networking and storage industries. Our DMS segment is focused on providing engineering solutions, with an emphasis on material sciences, technologies and healthcare. Our DMS includes customers primarily in the automotive and transportation, connected devices, healthcare and packaging, and mobility industries.

As of September 1, 2020, certain customers have been realigned within our operating segments. Our operating segments, which are the reporting segments, continue to consist of the DMS and EMS segments. Customers within the automotive and transportation and smart home and appliances industries are now presented within the DMS segment. Prior period disclosures are restated to reflect the realignment.

We monitor the current economic environment and its potential impact on both the customers we serve as well as our end-markets and closely manage our costs and capital resources so that we can respond appropriately as circumstances change.

COVID-19

The COVID-19 pandemic, which began to impact us in January 2020, has continued to affect our business and the businesses of our customers and suppliers. Travel and business operation restrictions arising from virus containment efforts of governments around the world have continued to impact our operations in Asia, Europe and the Americas. Essential activity exceptions from these restrictions have allowed us to continue to operate but virus containment efforts have resulted in additional direct costs.

The impact on our suppliers has led to supply chain constraints, including difficulty sourcing materials necessary to fulfill customer production requirements and challenges in transporting completed products to our end customers.

Summary of Results

The following table sets forth, for the periods indicated, certain key operating results and other financial information (in thousands, except per share data):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Net revenue	$ 6,828,546	$ 6,125,083	$ 14,661,075	$ 13,630,781
Gross profit	$ 569,925	$ 430,125	$ 1,204,485	$ 983,964
Operating income	$ 236,350	$ 90,630	$ 550,300	$ 243,409
Net income (loss) attributable to Jabil Inc.	$ 151,654	$ (3,283)	$ 352,096	$ 37,139
Earnings (loss) per share—basic	$ 1.01	$ (0.02)	$ 2.34	$ 0.24
Earnings (loss) per share—diluted	$ 0.99	$ (0.02)	$ 2.30	$ 0.24

Key Performance Indicators

Management regularly reviews financial and non-financial performance indicators to assess the Company's operating results. Changes in our operating assets and liabilities are largely affected by our working capital requirements, which are dependent on the effective management of our sales cycle as well as timing of payments. Our sales cycle measures how quickly we can convert our manufacturing services into cash through sales. We believe the metrics set forth below are useful to investors in measuring our liquidity as future liquidity needs will depend on fluctuations in levels of inventory, accounts receivable and accounts payable.

The following table sets forth, for the quarterly periods indicated, certain of management's key financial performance indicators:

	Three months ended		
	February 28, 2021	November 30, 2020	February 29, 2020
Sales cycle[1]	25 days	16 days	30 days
Inventory turns (annualized)[2]	6 turns	7 turns	5 turns
Days in accounts receivable[3]	40 days	42 days	34 days
Days in inventory[4]	65 days	55 days	70 days
Days in accounts payable[5]	81 days	80 days	74 days

(1) The sales cycle is calculated as the sum of days in accounts receivable and days in inventory, less the days in accounts payable; accordingly, the variance in the sales cycle quarter over quarter was a direct result of changes in these indicators.

(2) Inventory turns (annualized) are calculated as 360 days divided by days in inventory.

(3) Days in accounts receivable is calculated as accounts receivable, net, divided by net revenue multiplied by 90 days. During the three months ended February 28, 2021, the increase in days in accounts receivable from the three months ended February 29, 2020 was primarily due to an increase in accounts receivable, primarily driven by higher sales and timing of collections.

(4) Days in inventory is calculated as inventory and contract assets divided by cost of revenue multiplied by 90 days. During the three months ended February 28, 2021, the increase in days in inventory from the prior sequential quarter was to support expected sales levels in the third quarter of fiscal year 2021. During the three months ended February 28, 2021, the decrease in days in inventory from the three months ended February 29, 2020 was primarily due to idle capacity and supply chain constraints, largely in China due to COVID-19 during the three months ended February 29, 2020.

(5) Days in accounts payable is calculated as accounts payable divided by cost of revenue multiplied by 90 days. During the three months ended February 28, 2021, the increase in days in accounts payable from the three months ended February 29, 2020 was primarily due to an increase for material purchases and the timing of payments.

Critical Accounting Policies and Estimates

The preparation of our Condensed Consolidated Financial Statements and related disclosures in conformity with U.S. generally accepted accounting principles ("U.S. GAAP") requires management to make estimates and judgments that affect our reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. On an on-going basis, we evaluate our estimates and assumptions based upon historical experience and various other factors and circumstances. Management believes that our estimates and assumptions are reasonable under the circumstances; however, actual results may vary from these estimates and assumptions under different future circumstances. For further discussion of our significant accounting policies, refer to Note 1 — "Description of Business and Summary of Significant Accounting Policies" to the Consolidated Financial Statements and "Management's Discussion and Analysis of Financial Condition and Results of

Operations – Critical Accounting Policies and Estimates" in our Annual Report on Form 10-K for the fiscal year ended August 31, 2020.

Recent Accounting Pronouncements

See Note 18 – "New Accounting Guidance" to the Condensed Consolidated Financial Statements for a discussion of recent accounting guidance.

Results of Operations

Net Revenue

Generally, we assess revenue on a global customer basis regardless of whether the growth is associated with organic growth or as a result of an acquisition. Accordingly, we do not differentiate or separately report revenue increases generated by acquisitions as opposed to existing business. In addition, the added cost structures associated with our acquisitions have historically been relatively insignificant when compared to our overall cost structure.

The distribution of revenue across our segments has fluctuated, and will continue to fluctuate, as a result of numerous factors, including the following: fluctuations in customer demand; efforts to diversify certain portions of our business; business growth from new and existing customers; specific product performance; and any potential termination, or substantial winding down, of significant customer relationships.

(dollars in millions)	Three months ended			Six months ended		
	February 28, 2021	February 29, 2020	Change	February 28, 2021	February 29, 2020	Change
Net revenue	$ 6,828.5	$ 6,125.1	11.5 %	$ 14,661.1	$ 13,630.8	7.6 %

Net revenue increased during the three months ended February 28, 2021, compared to the three months ended February 29, 2020. Specifically, the DMS segment net revenue increased 26% due to: (i) a 17% increase in revenues from existing customers within our mobility business as our ability to meet customer demand during the three months ended February 29, 2020, was greatly diminished due to COVID-19 containment efforts in China, (ii) a 6% increase in revenues from existing customers within our connected devices business and (iii) a 3% increase in revenues from existing customers in our automotive and transportation business. The EMS segment net revenue decreased 1% primarily due to a decrease in revenues from existing customers within our cloud business, which began transitioning to a consignment model in fiscal year 2021.

Net revenue increased during the six months ended February 29, 2021, compared to the six months ended February 29, 2020. Specifically, the DMS segment net revenue increased 19% due to: (i) a 12% increase in revenues from existing customers within our mobility business as our ability to meet customer demand during the six months ended February 29, 2020, was greatly diminished due to COVID-19 containment efforts in China, (ii) a 5% increase in revenues from existing customers within our connected devices business and (iii) a 2% increase in revenues from existing customers in our automotive and transportation business. The EMS segment net revenue decreased 3% primarily due to a decrease in revenues from existing customers within our cloud business, which began transitioning to a consignment model in fiscal year 2021.

The following table sets forth, for the periods indicated, revenue by segment expressed as a percentage of net revenue:

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
EMS	47 %	53 %	46 %	51 %
DMS	53 %	47 %	54 %	49 %
Total	100 %	100 %	100 %	100 %

The following table sets forth, for the periods indicated, foreign source revenue expressed as a percentage of net revenue:

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Foreign source revenue	84.7 %	82.6 %	84.1 %	82.2 %

Gross Profit

(dollars in millions)	Three months ended February 28, 2021	Three months ended February 29, 2020	Six months ended February 28, 2021	Six months ended February 29, 2020
Gross profit	$ 569.9	$ 430.1	$ 1,204.5	$ 984.0
Percent of net revenue	8.3 %	7.0 %	8.2 %	7.2 %

For the three months and six months ended February 28, 2021, gross profit as a percentage of net revenue increased as compared to the three months and six months ended February 29, 2020, primarily due to: (i) product mix and improved profitability across the various businesses and (ii) a decrease in incremental and idle labor costs associated with travel disruptions and governmental restrictions, largely related to the COVID-19 pandemic.

Selling, General and Administrative

(dollars in millions)	Three months ended February 28, 2021	Three months ended February 29, 2020	Change	Six months ended February 28, 2021	Six months ended February 29, 2020	Change
Selling, general and administrative	$ 305.9	$ 285.0	$ 20.9	$ 608.7	$ 613.9	$ (5.2)

Selling, general and administrative expenses increased during the three months ended February 28, 2021, compared to the three months ended February 29, 2020. The increase is primarily due to: (i) a $16.6 million increase due to higher salary and salary related expenses, partially offset by a decrease in travel expenses due to reduced travel as result of the COVID-19 pandemic and (ii) an $8.7 million increase in stock-based compensation expense due to a higher stock price for awards granted during fiscal year 2021 and anticipated achievement levels for certain performance-based stock awards. The increase is partially offset by a $6.5 million decrease in acquisition and integration charges related to our strategic collaboration with a healthcare company.

Selling, general and administrative expenses decreased during the six months ended February 28, 2021, compared to the six months ended February 29, 2020. The decrease is primarily due to: (i) a $20.5 million decrease in acquisition and integration charges related to our strategic collaboration with a healthcare company (ii) a $7.8 million decrease due to lower travel expenses related to a reduction in travel due to the COVID-19 pandemic, partially offset by higher salary and salary related expenses. The decrease is partially offset by (i) a $12.0 million increase in stock-based compensation expense due to a higher stock price for awards granted during fiscal year 2021 and anticipated achievement levels for certain performance-based stock awards and (ii) an $11.1 million increase in costs related to the COVID-19 pandemic for personal protection equipment for our employees globally.

Research and Development

(dollars in millions)	Three months ended February 28, 2021	Three months ended February 29, 2020	Six months ended February 28, 2021	Six months ended February 29, 2020
Research and development	$ 9.4	$ 11.3	$ 17.5	$ 22.1
Percent of net revenue	0.1 %	0.2 %	0.1 %	0.2 %

Research and development expenses remained relatively consistent as a percentage of net revenue during the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020.

Amortization of Intangibles

(dollars in millions)	Three months ended February 28, 2021	Three months ended February 29, 2020	Change	Six months ended February 28, 2021	Six months ended February 29, 2020	Change
Amortization of intangibles	$ 11.6	$ 13.6	$ (2.0)	$ 23.1	$ 29.7	$ (6.6)

Amortization of intangibles decreased during the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020, primarily due to certain intangible assets that were fully amortized during fiscal year 2020.

Restructuring, Severance and Related Charges

Following is a summary of the Company's restructuring, severance and related charges (in millions):

	Three months ended		Six months ended	
	February 28, 2021	February 29, 2020	February 28, 2021	February 29, 2020
Employee severance and benefit costs	$ 2.1	$ 8.0	$ 2.7	$ 26.8
Lease costs	—	6.2	(2.9)	6.5
Asset write-off costs	4.6	9.1	4.6	25.4
Other costs	(0.1)	6.3	0.5	16.2
Total restructuring, severance and related charges[1]	$ 6.6	$ 29.6	$ 4.9	$ 74.9

(1) Primarily relates to the 2020 Restructuring Plan, and includes $2.5 million and $14.7 million recorded in the EMS segment, $4.0 million and $14.5 million recorded in the DMS segment and $0.1 million and $0.4 million of non-allocated charges for the three months ended February 28, 2021 and February 29, 2020, respectively. Includes $(0.5) million and $32.1 million recorded in the EMS segment, $5.0 million and $39.7 million recorded in the DMS segment and $0.4 million and $3.1 million of non-allocated charges for the six months ended February 28, 2021 and February 29, 2020, respectively. Except for asset write-off costs, all restructuring, severance and related charges are cash costs.

See Note 12 – "Restructuring, Severance and Related Charges" to the Condensed Consolidated Financial Statements for further discussion of restructuring, severance and related charges for the 2020 Restructuring Plan.

Impairment on Securities

	Three months ended			Six months ended		
(dollars in millions)	February 28, 2021	February 29, 2020	Change	February 28, 2021	February 29, 2020	Change
Impairment on securities	$ —	$ 12.2	$ (12.2)	$ —	$ 12.2	$ (12.2)

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The decrease in impairment on securities for the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020 is due to a non-cash impairment charge in connection with the sale of an investment in the optical networking segment during the three months ended February 29, 2020.

Other (Income) Expense

	Three months ended			Six months ended		
(dollars in millions)	February 28, 2021	February 29, 2020	Change	February 28, 2021	February 29, 2020	Change
Other (income) expense	$ (1.6)	$ 8.5	$ (10.1)	$ (3.5)	$ 19.7	$ (23.2)

Other (income) expense increased for the three months ended February 28, 2021, compared to the three months ended February 29, 2020, primarily due to: (i) $7.9 million related to a decrease in fees associated with lower utilization of the trade accounts receivable sales programs and (ii) $3.1 million related to lower net periodic benefit costs. The decrease is partially offset by $0.9 million arising from an increase in other expense.

Other (income) expense increased during the six months ended February 28, 2021, compared to the six months ended February 29, 2020, primarily due to: (i) $15.5 million related to a decrease in fees associated with lower utilization of the trade accounts receivable sales programs, (ii) $7.0 million related to lower net periodic benefit costs and (iii) $0.7 million arising from a reduction in other expense.

Interest Income

	Three months ended			Six months ended		
(dollars in millions)	February 28, 2021	February 29, 2020	Change	February 28, 2021	February 29, 2020	Change
Interest income	$ 1.7	$ 5.3	$ (3.6)	$ 3.5	$ 11.3	$ (7.8)

Interest income decreased during the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020, primarily due to lower interest rates on cash equivalents (investments that are readily convertible to cash with maturity dates of 90 days or less).

Interest Expense

(dollars in millions)	Three months ended February 28, 2021	Three months ended February 29, 2020	Change	Six months ended February 28, 2021	Six months ended February 29, 2020	Change
Interest expense	$ 31.0	$ 46.2	$ (15.2)	$ 63.4	$ 91.1	$ (27.7)

Interest expense decreased during the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020 due to lower interest rates and lower borrowings on our credit facilities and commercial paper program.

Income Tax Expense

	Three months ended February 28, 2021	Three months ended February 29, 2020	Change	Six months ended February 28, 2021	Six months ended February 29, 2020	Change
Effective income tax rate	26.9 %	108.9 %	(82.0)%	28.5 %	71.0 %	(42.5)%

The effective income tax rate decreased for the three months and six months ended February 28, 2021, compared to the three months and six months ended February 29, 2020, primarily due to increased income for the three months and six months ended February 28, 2021, driven in part by decreased restructuring charges in tax jurisdictions with minimal related income tax benefit.

Non-GAAP (Core) Financial Measures

The following discussion and analysis of our financial condition and results of operations include certain non-GAAP financial measures as identified in the reconciliations below. The non-GAAP financial measures disclosed herein do not have standard meaning and may vary from the non-GAAP financial measures used by other companies or how we may calculate those measures in other instances from time to time. Non-GAAP financial measures should not be considered a substitute for, or superior to, measures of financial performance prepared in accordance with U.S. GAAP. Also, our “core” financial measures should not be construed as an indication by us that our future results will be unaffected by those items that are excluded from our “core” financial measures.

Management believes that the non-GAAP “core” financial measures set forth below are useful to facilitate evaluating the past and future performance of our ongoing manufacturing operations over multiple periods on a comparable basis by excluding the effects of the amortization of intangibles, stock-based compensation expense and related charges, restructuring, severance and related charges, distressed customer charges, acquisition and integration charges, loss on disposal of subsidiaries, settlement of receivables and related charges, impairment of notes receivable and related charges, goodwill impairment charges, business interruption and impairment charges, net, loss on securities, income (loss) from discontinued operations, gain (loss) on sale of discontinued operations and certain other expenses, net of tax and certain deferred tax valuation allowance charges. Among other uses, management uses non-GAAP “core” financial measures to make operating decisions, assess business performance and as a factor in determining certain employee performance when evaluating incentive compensation.

We determine the tax effect of the items excluded from “core” earnings and “core” diluted earnings per share based upon evaluation of the statutory tax treatment and the applicable tax rate of the jurisdiction in which the pre-tax items were incurred, and for which realization of the resulting tax benefit, if any, is expected. In certain jurisdictions where we do not expect to realize a tax benefit (due to existing tax incentives or a history of operating losses or other factors resulting in a valuation allowance related to deferred tax assets), a reduced or 0% tax rate is applied.

We are reporting “core” operating income, “core” earnings and cash flow to provide investors with an additional method for assessing operating income and earnings, by presenting what we believe are our “core” manufacturing operations. A significant portion (based on the respective values) of the items that are excluded for purposes of calculating “core” operating income and “core” earnings also impacted certain balance sheet assets, resulting in a portion of an asset being written off without a corresponding recovery of cash we may have previously spent with respect to the asset. In the case of restructuring, severance and related charges, we may make associated cash payments in the future. In addition, although, for purposes of calculating “core” operating income and “core” earnings, we exclude stock-based compensation expense (which we anticipate continuing to incur in the future) because it is a non-cash expense, the associated stock issued may result in an increase in our outstanding shares of stock, which may result in the dilution of our stockholders’ ownership interest. We encourage you to consider these matters when evaluating the utility of these non-GAAP financial measures.

Adjusted free cash flow is defined as net cash provided by (used in) operating activities plus cash receipts on sold receivables less net capital expenditures (acquisition of property, plant and equipment less proceeds and advances from the sale

of property, plant and equipment). We report adjusted free cash flow as we believe this non-GAAP financial measure is useful to investors in measuring our ability to generate cash internally and fund future growth and to provide a return to shareholders.

Included in the tables below are reconciliations of the non-GAAP financial measures to the most directly comparable U.S. GAAP financial measures as provided in our Condensed Consolidated Financial Statements:

Reconciliation of U.S. GAAP Financial Results to Non-GAAP Measures

	Three months ended		Six months ended	
(in thousands, except for per share data)	**February 28, 2021**	**February 29, 2020**	**February 28, 2021**	**February 29, 2020**
Operating income (U.S. GAAP)	$ 236,350	$ 90,630	$ 550,300	$ 243,409
Amortization of intangibles	11,639	13,577	23,094	29,717
Stock-based compensation expense and related charges	23,813	15,109	57,354	45,332
Restructuring, severance and related charges	6,626	29,604	4,911	74,855
Distressed customer charge [(1)]	—	—	—	14,963
Net periodic benefit cost [(2)]	5,723	2,776	11,316	4,601
Business interruption and impairment charges, net	(806)	—	(806)	—
Acquisition and integration charges [(3)]	1,261	7,752	3,374	23,886
Adjustments to operating income	48,256	68,818	99,243	193,354
Core operating income (Non-GAAP)	$ 284,606	$ 159,448	$ 649,543	$ 436,763
Net income (loss) attributable to Jabil Inc. (U.S. GAAP)	$ 151,654	$ (3,283)	$ 352,096	$ 37,139
Adjustments to operating income	48,256	68,818	99,243	193,354
Impairment on securities	—	12,205	—	12,205
Net periodic benefit cost [(2)]	(5,723)	(2,776)	(11,316)	(4,601)
Adjustments for taxes	(553)	3,091	(1,148)	3,588
Core earnings (Non-GAAP)	$ 193,634	$ 78,055	$ 438,875	$ 241,685
Diluted earnings (loss) per share (U.S. GAAP)	$ 0.99	$ (0.02)	$ 2.30	$ 0.24
Diluted core earnings per share (Non-GAAP)	$ 1.27	$ 0.50	$ 2.87	$ 1.55
Diluted weighted average shares outstanding (U.S. GAAP)	152,975	152,058	153,051	156,171
Diluted weighted average shares outstanding (Non-GAAP)	152,975	155,714	153,051	156,171

(1) Relates to accounts receivable and inventory charges for certain distressed customers in the renewable energy sector during the six months ended February 29, 2020.

(2) Following the adoption of Accounting Standards Update 2017-07, Compensation - Retirement Benefits (Topic 715) ("ASU 2017-07"), pension service cost is recognized in cost of revenue and all other components of net periodic benefit cost, including return on plan assets, are presented in other expense. We are reclassifying the pension components in other expense to core operating income as we assess operating performance, inclusive of all components of net periodic benefit cost, with the related revenue. There is no impact to core earnings or diluted core earnings per share for this adjustment..

(3) Charges related to our strategic collaboration with Johnson & Johnson Medical Devices Companies ("JJMD").

Adjusted Free Cash Flow

	Six months ended	
(in thousands)	**February 28, 2021**	**February 29, 2020**
Net cash provided by operating activities (U.S. GAAP)	$ 85,945	$ 84,166
Acquisition of property, plant and equipment	(661,153)	(448,765)
Proceeds and advances from sale of property, plant and equipment	266,725	36,624
Adjusted free cash flow (Non-GAAP)	$ (308,483)	$ (327,975)

Acquisitions and Expansion

During fiscal year 2018, the Company and JJMD entered into a Framework Agreement to form a strategic collaboration and expand our existing relationship. The strategic collaboration expands our medical device manufacturing portfolio, diversification and capabilities.

On October 26, 2020, under the terms of the Framework Agreement, we completed the fourth closing of our acquisition of certain assets of JJMD. The preliminary aggregate purchase price paid for the fourth closing was approximately $18.4 million in cash, which remains subject to certain post-closing adjustments based on conditions within the Framework Agreement. Total assets acquired of $30.6 million and total liabilities assumed of $12.2 million were recorded at their estimated fair values as of the acquisition date.

The acquisition of the JJMD assets was accounted for as a business combination using the acquisition method of accounting. We are currently evaluating the fair value of the assets and liabilities related to the fourth closing. The preliminary estimates and measurements are, therefore, subject to change during the measurement period for assets acquired, liabilities assumed and tax adjustments. The results of operations were included in our condensed consolidated financial results beginning on October 26, 2020 for the fourth closing. We believe it is impracticable to provide pro forma information for the acquisition of the JJMD assets.

Liquidity and Capital Resources

We believe that our level of liquidity sources, which includes available borrowings under our revolving credit facilities and commercial paper program, additional proceeds available under our asset-backed securitization programs and under our uncommitted trade accounts receivable sale programs, cash on hand, funds provided by operations and the access to the capital markets, will be adequate to fund our capital expenditures, the payment of any declared quarterly dividends, any share repurchases under the approved program, any potential acquisitions and our working capital requirements for the next 12 months. We continue to assess our capital structure and evaluate the merits of redeploying available cash.

Cash and Cash Equivalents

As of February 28, 2021, we had approximately $838.1 million in cash and cash equivalents. As our growth remains predominantly outside of the United States, a significant portion of such cash and cash equivalents are held by our foreign subsidiaries. Most of our cash and cash equivalents as of February 28, 2021 could be repatriated to the United States without potential tax expense.

Notes Payable and Credit Facilities

Following is a summary of principal debt payments and debt issuance for our notes payable and credit facilities:

(in thousands)	4.700% Senior Notes	4.900% Senior Notes	3.950% Senior Notes	3.600% Senior Notes	3.000% Senior Notes	Borrowings under revolving credit facilities[1]	Borrowings under loans	Total notes payable and credit facilities
Balance as of August 31, 2020	$ 498,659	$ 299,300	$ 495,440	$ 494,756	$ 590,162	$ —	$ 350,165	$ 2,728,482
Borrowings	—	—	—	—	—	379,111	—	379,111
Payments	—	—	—	—	—	(379,111)	(109)	(379,220)
Other	324	120	305	276	546	—	72	1,643
Balance as of February 28, 2021	$ 498,983	$ 299,420	$ 495,745	$ 495,032	$ 590,708	$ —	$ 350,128	$ 2,730,016
Maturity Date	Sep 15, 2022	Jul 14, 2023	Jan 12, 2028	Jan 15, 2030	Jan 15, 2031	Apr 23, 2021, Jan 22, 2023 and Jan 22, 2025	Jan 22, 2025	
Original Facility/ Maximum Capacity	$500.0 million	$300.0 million	$500.0 million	$500.0 million	$600.0 million	$3.8 billion[1]	$351.9 million	

(1) As of February 28, 2021, we had $3.8 billion in available unused borrowing capacity under our revolving credit facilities. The Revolving Credit Facility under the Credit Facility acts as the back-up facility for commercial paper outstanding, if any. We have a borrowing capacity of up to $1.8 billion under our commercial paper program.

We have a shelf registration statement with the SEC registering the potential sale of an indeterminate amount of debt and equity securities in the future to augment our liquidity and capital resources.

Our Senior Notes and our credit facilities contain various financial and nonfinancial covenants. A violation of these covenants could negatively impact our liquidity by restricting our ability to borrow under the notes payable and credit facilities and potentially causing acceleration of amounts due under these notes payable and credit facilities. As of February 28, 2021 and August 31, 2020, we were in compliance with our debt covenants. Refer to Note 4 – "Notes Payable and Long-Term Debt" to the Condensed Consolidated Financial Statements for further details.

Asset-Backed Securitization Programs

We continuously sell designated pools of trade accounts receivable, at a discount, under our foreign asset-backed securitization program and our North American asset-backed securitization program to special purpose entities, which in turn sell certain of the receivables under the foreign program to an unaffiliated financial institution and a conduit administered by an unaffiliated financial institution and certain of the receivables under the North American program to conduits administered by an unaffiliated financial institution on a monthly basis.

The foreign asset-backed securitization program contains a guarantee of payment by the special purpose entity, in an amount approximately equal to the net cash proceeds under the program. No liability has been recorded for obligations under the guarantee as of February 28, 2021.

Certain unsold receivables covering the maximum amount of net cash proceeds available under the North American asset-backed securitization program are pledged as collateral to the unaffiliated financial institution as of February 28, 2021.

Following is a summary of our asset-backed securitization programs and key terms:

	Maximum Amount of Net Cash Proceeds (in millions)[1]	Expiration Date
North American	$ 390.0	November 22, 2021
Foreign	$ 400.0	September 30, 2021

[1] Maximum amount available at any one time.

In connection with our asset-backed securitization programs, during the three months and six months ended February 28, 2021, we sold $1.1 billion and $2.3 billion, respectively, of trade accounts receivable and we received cash proceeds of $1.1 billion and $2.3 billion, respectively. As of February 28, 2021, we had up to $53.3 million in available liquidity under our asset-backed securitization programs.

Our asset-backed securitization programs contain various financial and nonfinancial covenants. As of February 28, 2021 and August 31, 2020, we were in compliance with all covenants under our asset-backed securitization programs. Refer to Note 5 – "Asset-Backed Securitization Programs" to the Condensed Consolidated Financial Statements for further details on the programs.

Trade Accounts Receivable Sale Programs

Following is a summary of the trade accounts receivable sale programs with unaffiliated financial institutions. Under the programs we may elect to sell receivables and the unaffiliated financial institutions may elect to purchase, at a discount, on an ongoing basis:

Program	Maximum Amount (in millions)[1]		Type of Facility	Expiration Date
A	$ 600.0		Uncommitted	December 5, 2021[2]
B	$ 150.0		Uncommitted	November 30, 2021
C	400.0	CNY	Uncommitted	August 31, 2023
D	$ 150.0		Uncommitted	May 4, 2023[3]
E	$ 150.0		Uncommitted	January 25, 2022[4]
F	$ 50.0		Uncommitted	February 23, 2023[5]
G	$ 100.0		Uncommitted	August 10, 2021[6]
H	$ 100.0		Uncommitted	July 21, 2021[7]
I	$ 650.0		Uncommitted	December 4, 2021[8]
J	$ 135.0		Uncommitted	April 11, 2021[9]
K	100.0	CHF	Uncommitted	December 5, 2021[2]

(1) Maximum amount of trade accounts receivable that may be sold under a facility at any one time.
(2) The program will be automatically extended through December 5, 2025 unless either party provides 30 days notice of termination.
(3) Any party may elect to terminate the agreement upon 30 days prior notice.
(4) The program will be automatically extended through January 25, 2023 unless either party provides 30 days notice of termination.
(5) Any party may elect to terminate the agreement upon 15 days prior notice.
(6) The program will be automatically extended through August 10, 2023 unless either party provides 30 days notice of termination.
(7) The program will be automatically extended through August 21, 2023 unless either party provides 30 days notice of termination.
(8) The program will be automatically extended through December 5, 2024 unless either party provides 30 days notice of termination.
(9) The program will be automatically extended through April 11, 2025 unless either party provides 30 days notice of termination.

During the three months and six months ended February 28, 2021, we sold $1.3 billion and $2.6 billion, respectively, of trade accounts receivable under these programs and we received cash proceeds of $1.3 billion and $2.6 billion, respectively. As of February 28, 2021, we had up to $2.0 billion in available liquidity under our trade accounts receivable sale programs.

Capital Expenditures

For Fiscal Year 2021, we anticipate our net capital expenditures will be approximately $800.0 million. In general, our capital expenditures support ongoing maintenance in our DMS and EMS segments and investments in capabilities and targeted end markets. The amount of actual capital expenditures may be affected by general economic, financial, competitive, legislative and regulatory factors, among other things.

Cash Flows

The following table sets forth selected consolidated cash flow information (in thousands):

	Six months ended	
	February 28, 2021	February 29, 2020
Net cash provided by operating activities	$ 85,945	$ 84,166
Net cash used in investing activities	(447,189)	(555,349)
Net cash (used in) provided by financing activities	(189,255)	14,273
Effect of exchange rate changes on cash and cash equivalents	(4,959)	(9,688)
Net decrease in cash and cash equivalents	$ (555,458)	$ (466,598)

Operating Activities

Net cash provided by operating activities during the six months ended February 28, 2021 was primarily due to net income and a decrease in contract assets, partially offset by: (i) an increase in inventories, accounts receivable and prepaid expenses and other current assets and (ii) a decrease in accounts payable, accrued expenses and other liabilities. The decrease in contract assets is primarily due to timing of revenue recognition for over time customers. The increase in inventories is primarily to support expected sales levels in the third quarter of fiscal year 2021. The increase in accounts receivable is primarily driven by higher sales and the timing of collections. The increase in prepaid expenses and other current assets is primarily due to an increase in forward contract assets driven by normal hedging activity. The decrease in accounts payable, accrued expenses and other liabilities is primarily due the timing of purchases and cash payments.

Investing Activities

Net cash used in investing activities during the six months ended February 28, 2021 consisted primarily of capital expenditures, principally to support ongoing business in the DMS and EMS segments and expenditures in connection with the acquisition of certain assets of JJMD and the acquisition of Ecologic, partially offset by proceeds and advances from the sale of property, plant and equipment.

Financing Activities

Net cash used in financing activities during the six months ended February 28, 2021 was primarily due to (i) payments for debt agreements, (ii) the repurchase of our common stock under our share repurchase authorization and (iii) the purchase of treasury stock under employee stock plans. Net cash used in financing activities was partially offset by (i) borrowings under debt agreements and (ii) net proceeds from the exercise of stock options and issuance of common stock under the employee stock purchase plan.

Contractual Obligations

During the first quarter of fiscal year 2021, we entered into new finance leases that are primarily due in fiscal year 2023. As of February 28, 2021, we have $95.3 million of contractual obligations related to these new leases. As of the date of this report, there were no other material changes outside the ordinary course of business since August 31, 2020 to our contractual obligations and commitments.

Dividends and Share Repurchases

We currently expect to continue to declare and pay regular quarterly dividends of an amount similar to our past declarations. However, the declaration and payment of future dividends are discretionary and will be subject to determination by our Board of Directors each quarter following its review of our financial performance and global economic conditions.

In September 2019, the Board of Directors authorized the repurchase of up to $600.0 million of our common stock as a part of a two-year capital allocation framework (the “2020 Share Repurchase Program”). As of February 28, 2021, 9.4 million shares had been repurchased for $345.9 million and $254.1 million remains available under the 2020 Share Repurchase Program. The 2020 Share Repurchase Program expires at the end of fiscal year 2021.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our primary risk exposures or management of market risks from those disclosed in our Annual Report on Form 10-K for the fiscal year ended August 31, 2020.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation required by Rules 13a-15 and 15d-15 under the Exchange Act (the "Evaluation"), under the supervision and with the participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15 and 15d-15 under the Exchange Act as of February 28, 2021. Based on the Evaluation, our CEO and CFO concluded that the design and operation of our disclosure controls were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) accumulated and communicated to our senior management, including our CEO and CFO, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

For our fiscal quarter ended February 28, 2021, we did not identify any modifications to our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

We are party to certain lawsuits in the ordinary course of business. We do not believe that these proceedings, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations or cash flows.

Item 1A. Risk Factors

For information regarding risk factors that could affect our business, results of operations, financial condition or future results, see Part I, "Item 1A. Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended August 31, 2020. For further information on our forward-looking statements see Part I of this Quarterly Report on Form 10-Q.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information relating to our repurchase of common stock during the three months ended February 28, 2021:

Period	Total Number of Shares Purchased[1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program[2]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in thousands)
December 1, 2020 - December 31, 2020	304,316	$ 42.09	301,250	$ 323,392
January 1, 2021 - January 31, 2021	587,575	$ 44.03	581,858	$ 297,777
February 1, 2021 - February 28, 2021	1,008,780	$ 43.28	1,008,690	$ 254,126
Total	1,900,671	$ 43.32	1,891,798	

(1) The purchases include amounts that are attributable to 8,873 shares surrendered to us by employees to satisfy, in connection with the vesting of restricted stock unit awards and the exercise of stock appreciation rights, their tax withholding obligations.

(2) In September 2019, our Board of Directors authorized the repurchase of up to $600.0 million of our common stock as publicly announced in a press release on September 24, 2019 (the "2020 Share Repurchase Program").

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Index to Exhibits

Exhibit No.	Description	Incorporated by Reference Herein		
		Form	Exhibit	Filing Date/Period End Date
3.1	Registrant's Certificate of Incorporation, as amended.	10-Q	3.1	5/31/2017
3.2	Registrant's Bylaws, as amended.	10-Q	3.2	5/31/2017
4.1	Form of Certificate for Shares of the Registrant's Common Stock. (P)	S-1		3/17/1993
4.2	Indenture, dated January 16, 2008, with respect to Senior Debt Securities of the Registrant, between the Registrant and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee.	8-K	4.2	1/17/2008
4.3	Form of 4.700% Registered Senior Notes issued on August 3, 2012.	8-K	4.1	8/6/2012
4.4	Officers' Certificate of the Registrant pursuant to the Indenture, dated August 3, 2012.	8-K	4.3	8/6/2012
4.5	Officers' Certificate, dated as of January 17, 2018, establishing the 3.950% Senior Notes due 2028.	8-K	4.1	1/17/2018
4.6	Officers' Certificate, dated as of January 15, 2020, establishing the 3.600% Senior Notes due 2030	8-K	4.1	1/15/2020
4.7	Officers' Certificate, dated as of July 13, 2020, establishing the 3.000% Senior Notes due 2031	8-K	4.1	7/13/2020
10.1†	Jabil Inc. 2021 Equity Incentive Plan	DEF 14A	APP A	12/9/2020
10.2†*	Form of Jabil Inc. Restricted Stock Unit Award Agreement (TBRSU – Executive).			
10.3†*	Form of Jabil Inc. Restricted Stock Unit Award Agreement (TBRSU – Non-Employee Director).			
10.4†*	Form of Jabil Inc. Restricted Stock Unit Award Agreement (PBRSU TSR – Executive).			
10.5†*	Form of Jabil Inc. Restricted Stock Unit Award Agreement (PBRSU EPS – Executive).			
10.6†*	Form of Jabil Inc. Two-Year Cliff Restricted Stock Unit Award Agreement (TBRSU – Executive).			
10.7†*	Form of Jabil Inc. Two-Year Restricted Stock Unit Award Agreement (PBRSU EPS – Executive).			
10.8†	Jabil Inc. 2011 Employee Stock Purchase Plan, as amended.	DEF 14A	APP B	12/9/2020
31.1*	Rule 13a-14(a)/15d-14(a) Certification by the Chief Executive Officer.			
31.2*	Rule 13a-14(a)/15d-14(a) Certification by the Chief Financial Officer.			
32.1*	Section 1350 Certification by the Chief Executive Officer.			
32.2*	Section 1350 Certification by the Chief Financial Officer.			

	The following financial information from Jabil's Quarterly Report on Form 10-Q for the quarterly period ended February 28, 2021, formatted in Inline XBRL: (i) Condensed Consolidated Balance Sheets as of February 28, 2021 and August 31, 2020, (ii) Condensed Consolidated Statements of Operations for the three months and six months ended February 28, 2021 and February 29, 2020, (iii) Condensed Consolidated Statements of Comprehensive Income for the three months and six months ended February 28, 2021 and February 29, 2020, (iv) Condensed Consolidated Statements of Stockholders' Equity for the three months and six months ended February 28, 2021 and February 29, 2020, (v) Condensed Consolidated Statements of Cash Flows for the six months ended February 28, 2021 and February 29, 2020 and (vi) the Notes to Condensed Consolidated Financial Statements.
101	
104	Cover Page Interactive Data File - Embedded within the inline XBRL Document
†	Indicates management compensatory plan, contract or arrangement
*	Filed or furnished herewith

Certain instruments with respect to long-term debt of the Registrant and its consolidated subsidiaries are not filed herewith pursuant to Item 601(b)(4)(iii) of Regulation S-K since the total amount of securities authorized under each such instrument does not exceed 10% of the total assets of the Registrant and its subsidiaries on a consolidated basis. The Registrant agrees to furnish a copy of any such instrument to the Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

JABIL INC.
Registrant

Date: April 2, 2021 By: /s/ MARK T. MONDELLO

Mark T. Mondello
Chief Executive Officer

Date: April 2, 2021 By: /s/ MICHAEL DASTOOR

Michael Dastoor
Chief Financial Officer

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(TBRSU – EXECUTIVE)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of [, 2021] (the "Grant Date") between JABIL INC. a Delaware corporation (the "Company") and _____ (the "Grantee").

Background Information

A. The Board of Directors (the "Board") and stockholders of the Company previously adopted the Jabil Inc. 2021 Equity Incentive Plan (the "Plan").

B. Section 3 of the Plan provides that the Administrator shall have the discretion and right to grant Awards, including Stock Unit Awards representing rights to receive shares, to any Employees or Non-Employee Directors, subject to the terms and conditions of the Plan and any additional terms provided by the Administrator. The Administrator has made a Stock Unit Award to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement.

C. The Grantee desires to accept the Stock Award and agrees to be bound by the terms and conditions of the Plan and this Agreement.

D. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Agreement

1. Restricted Stock Units. Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee under Section 10 of the Plan ____ restricted stock units (the "Restricted Stock Units") as of the Grant Date. Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit becomes vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and non-forfeitable and such Shares are delivered to the Grantee in accordance with Section 4 of this Agreement. The Grantee is required to pay no cash consideration for the grant of the Restricted Stock Units. The Grantee acknowledges and agrees that (i) the Restricted Stock Units and related rights are nontransferable as provided in Section 5 of this Agreement, (ii) the Restricted Stock Units are subject to forfeiture in the event the Grantee's Continuous Service terminates in certain circumstances, as specified in Section 6 of this Agreement, (iii) sales of Shares delivered in settlement of the Restricted Stock Units will be subject to the Company's policies regulating trading by Employees or Non-Employee Directors, including any applicable blackout or other designated periods in which sales of Shares are not permitted, (iv) Shares delivered in settlement will be subject to the Restrictive Covenants specified in Section 7 of this Agreement and any recoupment or Clawback Policy, including the forfeiture and clawback rights specified in Section 6 of this Agreement, and (v) any entitlement to dividend equivalents will be in accordance with Section 8 of this Agreement. The extent to which the Grantee's rights and interest in the Restricted Stock Units becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement except as otherwise provided in Sections 6 and 7 of this Agreement.

2. Vesting. Except as may be otherwise provided in Section 3 or Section 6 or Section 7 of this Agreement, the vesting of the Grantee's rights and interest in the Restricted Stock Units shall be determined in accordance with this Section 2. The Grantee's rights and interest in the Restricted Stock Units shall become vested and non-forfeitable at the rate of thirty percent (30%) of the initial Restricted Stock Units on the first anniversary of Grant Date, and an additional thirty percent (30%) of the initial Restricted Stock Units on the second anniversary of Grant Date, and an additional forty percent (40%) of the initial Restricted Stock Units on the third anniversary of Grant Date, provided that in all instances the Grantee is an Employee or Non-Employee Director of the Company or a Subsidiary. A date at which a Restricted Stock Unit is to become vested under this Section 2 is referred to herein as a "Stated Vesting Date."

3. Change in Control. In the event of a Change in Control, any portion of the Restricted Stock Units that is not yet vested on the date such Change in Control is determined to have occurred:

(a) shall become fully vested on the first anniversary of the date of such Change in Control (the "Change in Control Anniversary") if the Grantee's Continuous Service does not terminate prior to the Change in Control Anniversary;

(b) shall become fully vested on the Date of Termination if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company without Cause or resignation by the Grantee for Good Reason; or

(c) shall not become fully vested if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company for Cause or resignation by the Grantee without Good Reason, but only to the extent such Restricted Stock Units have not previously become vested.

This Section 3 shall supersede the standard vesting provision contained in Section 2 of this Agreement only to the extent that it results in accelerated vesting of the Restricted Stock Units, and it shall not result in a delay of any vesting or non-vesting of any Restricted Stock Units that otherwise would occur at a Stated Vesting Date under the terms of the standard vesting provision contained in Section 2 of this Agreement.

For purposes of this Section 3, the following definitions shall apply:

(d) "Cause" means:

(i) The Grantee's conviction of a crime involving fraud or dishonesty; or

(ii) The Grantee's continued willful or reckless material misconduct in the performance of the Grantee's duties after receipt of written notice from the Company concerning such misconduct;

provided, however, that for purposes of Section 3(d)(ii), Cause shall not include any one or more of the following: bad judgment, negligence or any act or omission believed by the Grantee in good faith to have been in or not opposed to the interest of the Company (without intent of the Grantee to gain, directly or indirectly, a profit to which the Grantee was not legally entitled).

4. Timing and Manner of Settlement of Restricted Stock Units.

(a) Settlement Timing. Unless and until the Restricted Stock Units become vested and non-forfeitable in accordance with Section 2, Section 3 or Section 6 of this Agreement, the Grantee will have no right to settlement of any such Restricted Stock Units. Restricted Stock Units will be settled under this Section 4 by the Company delivering to the Grantee (or his beneficiary in the event of death) a number of Shares equal to the number of Restricted Stock Units that have become vested and non-forfeitable and are to be settled at the applicable settlement date. In the case of Restricted Stock Units that become vested and non-forfeitable at a Stated Vesting Date in accordance with Section 2 of this Agreement, such Restricted Stock Units will be settled at a date (the "Stated Settlement Date") that is as prompt as practicable after the Stated Vesting Date but in no event later than two and one-half (2-1/2) months after such Stated Vesting Date (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date is referred to herein as "Prompt Settlement"). The settlement of Restricted Stock Units that become vested and non-forfeitable in circumstances governed by Section 3 or Section 6 or that are settled under Section 2 after the Grantee has become Retirement-eligible under Section 6 will be as follows:

(i) Restricted Stock Units that do not constitute a deferral of compensation under Code Section 409A will be settled as follows:

(A) Restricted Stock Units that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled within the period extending to not later than two and one-half (2-1/2) months after the later of the end of calendar year or the end of the Company's fiscal year in which death occurred;

(B) Restricted Stock Units that become vested in accordance with Section 6(c) (due to the Grantee's termination due to Disability) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service; and

(C) Restricted Stock Units that become vested in accordance with Section 3(a) (on the Change in Control Anniversary) or Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date under Section 3(a) or 3(b).

(ii) Restricted Stock Units that constitute a deferral of compensation under Code Section 409A ("409A RSUs") will be settled as follows:

(A) 409A RSUs that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled on the 30th day after the date of the Grantee's death;

(B) 409A RSUs that become vested in accordance with Section 6(c) (due to the Grantee's termination due to Disability) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule); and

(C) 409A RSUs that become vested in accordance with Section 3(a) (on the Change in Control Anniversary), if in connection with the Change in Control there occurred a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company as defined in Treasury Regulation § 1.409A-3(i)(5) (a "409A Change in Control"), will be settled in a Prompt Settlement following the first anniversary of the 409A Change in Control, and if there occurred no 409A Change in Control in connection with the Change in Control, such 409A RSUs will be settled in a Prompt Settlement following the earliest of the applicable Stated Vesting Date, one year after a 409A Change in Control not related to the Change in Control or the termination of the Grantee's Continuous Service subject to Section 10(b) (including the six-month delay rule); and

(D) 409A RSUs that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule).

(b) Manner of Settlement. The Company may make delivery of Shares of Common Stock in settlement of Restricted Stock Units by either delivering one or more certificates representing such Shares to the Grantee (or his beneficiary in the event of death), registered in the name of the Grantee (and any joint name, if so directed by the Grantee), or by depositing such Shares into a stock brokerage account maintained for the Grantee (or of which the Grantee is a joint owner, with the consent of the Grantee). If the Company determines to settle Restricted Stock Units by making a deposit of Shares into such an account, the Company may settle any fractional Restricted Stock Unit by means of such deposit. In other circumstances or if so determined by the Company, the Company shall instead pay cash in lieu of any fractional Share, on such basis as the Administrator may determine. In no event will the Company issue fractional Shares.

(c) Effect of Settlement. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that have been paid and settled. Although a settlement date or range of dates for settlement are specified above in order to be exempt from or comply with Code Section 409A, the Company retains discretion to determine the settlement date, and no Grantee or beneficiary of a Grantee shall have any claim for damages or loss by virtue of the fact that the market price of Common Stock was higher on a given date upon which settlement could have been made as compared to the market price on or after the actual settlement date (any claim relating to settlement will be limited to a claim for delivery of Shares and related dividend equivalents).

5. Restrictions on Transfer. The Grantee shall not have the right to make or permit to occur any transfer, assignment, pledge, hypothecation or encumbrance of all or any portion of the Restricted Stock Units, related rights to dividend equivalents or any other rights relating thereto, whether outright or as security, with or without consideration, voluntary or involuntary, and the Restricted Stock Units, related rights to dividend equivalents and other rights relating thereto, shall not be subject to execution, attachment, lien, or similar process; provided, however, the Grantee will be entitled to designate a beneficiary or beneficiaries to receive any settlement in respect of the Restricted Stock Units upon the death of the Grantee, in the manner and to the extent permitted by the Administrator. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture and Clawback. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his rights and interest in the Restricted Stock Units and related dividend equivalents if his Continuous Service terminates for any reason before the Restricted Stock Units become vested in accordance with Section 2 or Section 3 of this Agreement, or if the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, including but not limited to a substantial violation of the Company's Code of Conduct. If the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares of Common Stock issued, and related dividend equivalents and any other related rights. The forfeiture and clawback rights under this Section apply irrespective of whether the conduct was discovered during the course of the Grantee's employment.

(a) Retirement. In the event of the Grantee's Retirement in accordance with the terms and conditions set forth in this Section 6(a), the Grantee's Continuous Service shall be treated as not having terminated for a number of years determined in accordance with this Section 6(a) for purposes of application of the vesting provisions of this Agreement. For purposes of this Section 6(a), an "EU Executive" is a Grantee who resides and/or works in a European Union jurisdiction and a "Non-EU Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union.

For purposes of this Section 6(a), "Retirement" for an EU Executive means termination of the EU Executive's Continuous Service after the Grant Date or the anniversary of the Grant Date at which the EU Executive has completed twenty (20) Full Years of Continuous Service.

For purposes of this Section 6(a), "Retirement" for a Non-EU Executive means termination of the Non-EU Executive's Continuous Service after the earliest of:

(i) The Grant Date or the anniversary of the Grant Date at which the Non-EU Executive has attained age fifty (50) and completed fifteen (15) Full Years of Continuous Service;

(ii) The Grant Date or the anniversary of the Grant Date at which the Non-EU Executive has attained age fifty-eight (58) and completed ten (10) Full Years of Continuous Service; or

(iii) The Grant Date or the anniversary of the Grant Date at which the Non-EU Executive has attained age sixty-two (62) and completed five (5) Full Years of Continuous Service.

For purposes of this Section 6(a), "Full Year" means a twelve-month period beginning on the date of the Grantee's commencement of service for the Company or a Subsidiary and each anniversary thereof. Except as otherwise provided in this Section 6(a), the time period of Continuous Service for a Grantee whose service with the Company or a Subsidiary terminates and who subsequently returns to service with the Company or a Subsidiary shall include all time periods of the Grantee's service for the Company or a Subsidiary for purposes of this Section 6(a). This Section 6(a) will only apply to a Retirement if the Grantee's Continuous Service does not terminate due to Cause as defined in this Agreement. In addition, this Section 6(a) will only apply to a Retirement if the Grantee executes the agreement, if any, required under Section 6(d). For a Grantee who became an Employee or

Non-Employee Directors of the Company or a Subsidiary following the acquisition of his or her employer by the Company or a Subsidiary, service with the acquired employer shall not count toward the number of years of the Grantee's Continuous Service for purposes of this Section 6(a), and Continuous Service shall be measured from the commencement of the Grantee's service for the Company or a Subsidiary following such acquisition. For purposes of this Section 6(a), the number of years of the Grantee's Continuous Service shall also include service with Jabil Circuit Co., a Michigan corporation and predecessor to the Company, and any Predecessor Subsidiary. For purposes of this Section 6(a), "Predecessor Subsidiary" means a company of which not less than fifty percent (50%) of the voting shares were held by Jabil Circuit Co. or a Predecessor Subsidiary. For purposes of this Section 6(a), for a Grantee who subsequent to the Grant Date performs service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that no longer includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary ("Subsequent Non-Officer Service"), the time period of such Grantee's Continuous Service shall not include the time period of any such Subsequent Non-Officer Service, but shall include any time period during which such Grantee subsequently resumes service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary.

If this Section 6(a) applies to an EU Executive's Retirement, the EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the EU Executive's age and full years of Continuous Service at the later of the Grant Date or the anniversary of the Grant Date next preceding the effective date of the Retirement:

Full Years of Continuous Service		
20 Years	**25 Years**	**30 or More Years**
2 years	3 years	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because the Stated Vesting Date is a date after the effective date of the Retirement will not be forfeited if the Stated Vesting Date would have been reached had the EU Executive remained in Continuous Service for the additional period specified in the table above. Settlement of any such Restricted Stock Units will not be accelerated upon Retirement, but will remain subject to Section 4. Any portion of the Restricted Stock Units that would not become vested under Section 2 assuming the EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. Accordingly, the death of the EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

If this Section 6(a) applies to a Non-EU Executive's Retirement, the Non-EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the Non-EU Executive's age and full years of Continuous Service at the later of the Grant Date or the anniversary of the Grant Date next preceding the effective date of the Retirement:

	Full Years of Continuous Service			
Age	**5 Years**	**10 Years**	**15 Years**	**20 or More Years**
50 – 54	None	None	1 year	2 years
55 – 57	None	None	2 years	Full vesting period
58 – 61	None	2 years	3 years	Full vesting period
62 or Older	Full vesting period	Full vesting period	Full vesting period	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because the Stated Vesting Date is a date after the effective date of the Retirement will not be forfeited if the Stated Vesting Date would have been reached had the Non-EU Executive remained in Continuous Service for the additional period specified in the table above. Settlement of any such Restricted Stock Units will not be accelerated upon Retirement, but will remain subject to Section 4. Any portion of the Restricted Stock Units that would not become vested under Section 2 assuming the Non-EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. Accordingly, the death of the Non-EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in any jurisdiction that likely would result in the Retirement treatment that otherwise would apply to the Restricted Stock Units pursuant to this Section 6(a) being deemed unlawful and/or discriminatory, then the Company will not apply the Retirement treatment at the time of Grantee's termination and the Restricted Stock Units will be treated as they would under the rules that otherwise would have applied if Grantee did not qualify as Retirement eligible.

(b) Death. In the event that the Grantee's Continuous Service terminates due to death at a time that any of the Grantee's Restricted Stock Units have not yet vested, such Restricted Stock Units shall not be forfeited but instead shall become fully vested at the date of death.

(c) Disability. In the event that the Grantee's Continuous Service terminates due to Disability at a time that any of the Grantee's Restricted Stock Units have not yet vested, such Restricted Stock Units shall not be forfeited but instead shall become fully vested at the date of termination, provided that such accelerated vesting will only apply if the Grantee executes the agreement, if any, required under Section 6(d).

(d) Execution of Separation Agreement and Release. Unless otherwise determined by the Administrator, as a condition to the non-forfeiture of Restricted Stock Units upon Retirement under Section 6(a) or the accelerated vesting of Restricted Stock Units under Section 6(c), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Administrator, setting forth updated or revised covenants relating to noncompetition, nonsolicitation, nondisparagement, confidentiality and similar covenants for the protection of the Company's business, and releasing the Company from liability in connection with the Grantee's termination. Such agreement shall provide for the forfeiture and/or clawback of the Restricted Stock Units, and the Shares of Common Stock issued or issuable in settlement of the Restricted Stock Units, and related dividend equivalents and any other related rights, in the event of the Grantee's failure to comply with the terms of such agreement. The Administrator will provide the form of such agreement to the Grantee, and the Grantee must execute and return such form within the period specified by law and not revoke such agreement within any permitted revocation period (the end of these periods being the "Agreement Effectiveness Deadline"). If any Restricted Stock Units subject to Section 6(a) or 6(c) or related rights would be required to be settled before the Agreement Effectiveness Deadline, the settlement shall not be delayed pending the receipt and effectiveness of the agreement, but any such Restricted Stock Units or related rights settled before such receipt and effectiveness shall be subject to clawback in the event that the agreement is not received and effective and not revoked by the Agreement Effectiveness Deadline.

7. Restrictive Covenants. The Company and including its Subsidiaries ("Jabil") is the owner and possessor of numerous trade secrets and highly-sensitive business information about its finances, operations, business development / acquisition / divestiture / merger methods and strategies, customers (and potential

customers), vendors (and potential vendors), employees, contractors and consultants and other matters that could be valuable to Jabil's competitors. The Grantee is in possession of such sensitive information acquired during Jabil employment and, further, the Grantee has developed valuable contacts and relationships with Jabil customers (and potential customers), vendors (and potential vendors), acquisition targets and representatives, employees, contractors and consultants.

(a) As the Award is intended to encourage the Grantee to continue employment with Jabil, during which time the Grantee will have access to Jabil's confidential information and trade secrets, during the term of the Grantee's employment and for a period of **one (1)** year following the separation from employment, regardless of the reason for or the manner of termination, the Grantee shall not, without the written consent of the General Counsel of the Company or his/her designee:

(i) perform duties or undertake responsibilities in any capacity for a Competitor in the same countries or regions that the Grantee previously performed services during the two (2) year period preceding Grantee's separation from employment that are the same or substantially similar to those duties or responsibilities that the Grantee performed or undertook for Jabil during such two (2) year period;

(ii) interfere with or engage in any activity to persuade or attempt to persuade any person or entity that has a business relationship with Jabil to not do business with or cease doing business with Jabil, to reduce the amount of business historically done with Jabil or to otherwise alter the actual business relationship with Jabil; or

(iii) solicit any Jabil employee to end or modify his/her relationship with Jabil for employment outside of Jabil.

(b) Unless compelled by subpoena, Grantee will not at any time use or talk about, write about, disclose in any manner or publicize:

(i) Jabil's business, operations or employment data, policies or practices; or

(ii) The proprietary or trade secret or confidential information of Jabil (including without limitation merger and acquisition strategies, methods, and plans), or of its customers, vendors, merger/acquisition candidates, employees, contractors or consultants.

(c) As used herein, "Competitor" means

any individual or entity which competes with Jabil or any customers of Jabil with whom Grantee had substantial contact during the two (2) year period preceding Grantee's separation from Jabil or any of their current or future parents, subsidiaries, divisions, or direct or indirect affiliates ("affiliates" to include any entity in which the named entity has or from time to time may have a majority equity interest) anywhere in the world.

The foregoing restrictions shall not apply if the Grantee resides and/or primarily works in the State of California.

(d) During the period of one (1) year following termination of the Grantee's employment with Jabil, the Grantee agrees to notify the Company in writing prior to accepting new employment, or engaging in any other activity which may violate this Agreement, and the Grantee agrees to provide in such notice information concerning the anticipated new employment or activity, including, but not limited to: name of employer; address of employer; job title; and scope and responsibilities of the new position. The Grantee recognizes that such duty of notification is not affected by the Grantee's belief that such employment may perhaps not violate this Agreement or otherwise be unfairly competitive with Jabil. The Grantee's written notice should be addressed to General Counsel of the Company. Provided, however, the foregoing notice requirement shall not apply if the Grantee resides and/or primarily works in the State of California.

(e) During the period of one (1) year following termination of the Grantee's employment with Jabil, the Grantee shall provide a copy of Section 7 of this Award Agreement to each new employer before starting in any new employment. The Grantee agrees that the Company may notify any third party about the Grantee's obligations under Section 7 of this Award Agreement until such obligations are fulfilled.

(f) If any provision of this Section 7 is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed to be severed from the Award Agreement and such invalidity, illegality or unenforceability will not affect any other provision of the Award Agreement, all of which shall remain valid and enforceable. Notwithstanding the foregoing, if a court of competent jurisdiction determines that the covenants contained in this Section 7 are unenforceable because they are overbroad in some respect, to the full extent permitted by applicable law, the court shall revise or reform any aspect of this Section 7 so as to make the scope of such Section 7 as broad as can be enforced under applicable law. A ruling that any provision of this Section 7 regarding post-employment obligations is unenforceable does not impact the Company's ability to execute rights regarding forfeiture and clawback.

(g) In the event of an anticipated or actual breach by the Grantee of this Section 7, the Grantee acknowledges and agrees that damages would not be an adequate remedy to compensate Jabil for the harm to the business of Jabil and, in such event, agrees that Jabil shall be entitled to a temporary restraining order and to temporary injunctive relief to prevent or terminate such anticipated or actual breach, provided, however, that nothing in this Agreement shall be construed to limit any permanent relief to which Jabil may be entitled or the damages otherwise recoverable by Jabil in any such event.

(h) If the Grantee violates any aspect of this Section 7, or any duty of loyalty or confidentiality imposed by law, in addition to any damages that the Grantee may be required to pay, the Grantee understands and agrees that the Grantee shall be required to reimburse Jabil for all its costs incurred to enforce this Agreement, including but not limited to, all attorneys' fees.

Notwithstanding the foregoing, no provision of this Section 7 is intended to or shall limit, prevent, impede or interfere with the Grantee's non-waivable right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding Jabil's past or future conduct, engage in any activities protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Grantee does not need prior authorization from the Company to make any such reports or disclosures and is not required to notify the Company that the Grantee has made such reports or disclosures.

8. Dividend Equivalents; Adjustments.

(a) Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of a Restricted Stock Unit, the Grantee will accrue dividend equivalents on Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) equal to the cash dividend or distribution that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding Share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Units to which they relate, and (ii) will be denominated and payable solely in cash. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes (subject to Section 9).

(b) Adjustments. The number of Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) credited to the Grantee shall be subject to adjustment by the Company, in accordance with Section 13 of the Plan, in order to preserve without enlarging the Grantee's rights with respect to such Restricted Stock Units. Any such adjustment shall be made taking into account any crediting of cash dividend equivalents to the Grantee under Section 8(a) in connection with such transaction or event. In the case of an extraordinary cash dividend, the Administrator may determine to adjust the Grantee's Restricted Stock Units under this Section 8(b) in lieu of crediting cash dividend equivalents under Section 8(a). Restricted Stock Units credited to the Grantee as a result of an adjustment shall be subject to the same forfeiture and settlement terms as applied to the related Restricted Stock Units prior to the adjustment.

9. Responsibility for Taxes and Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates, if any. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of Shares, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or

(b) withholding in Shares to be delivered upon settlement; or

(c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable withholding rates but not exceeding the maximum statutory withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

10. Code Section 409A.

(a) General. Payments made pursuant to this Agreement are intended to be exempt from Section 409A of the Code or to otherwise comply with Section 409A of the Code. Accordingly, other provisions of the Plan or this Agreement notwithstanding, the provisions of this Section 10 will apply in order that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or otherwise comply with Code Section 409A. In addition, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all Restricted Stock Units, and related dividend equivalents and any other related rights, are exempt from or otherwise have terms that comply, and in operation comply, with Code Section 409A (including, without limitation, the avoidance of penalties thereunder). Other provisions of the Plan and this Agreement notwithstanding, the Company makes no representations that the Restricted Stock Units, and related dividend equivalents and any other related

rights, will be exempt from or avoid any penalties that may apply under Code Section 409A, makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units and related dividend equivalents and any other related rights, and will not indemnify or provide a gross up payment to a Grantee (or his beneficiary) for any taxes, interest or penalties imposed under Code Section 409A. As applicable to U.S. taxpayers, other restrictions and limitations under any deferred compensation plan or general rules applicable to deferrals apply to electively deferred 409A RSUs and related dividend equivalents and, if those provisions apply and are compliant with Code Section 409A, they shall take precedence over inconsistent provisions of this Section 10.

(b) Restrictions on 409A RSUs. In the case of any 409A RSUs, the following restrictions will apply:

(i) Separation from Service. Any payment in settlement of the 409A RSUs that is triggered by a termination of Continuous Service (or other termination of employment) hereunder will occur only if the Grantee has had a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), with such separation from service treated as the termination for purposes of determining the timing of any settlement based on such termination.

(ii) Six-Month Delay Rule. The "six-month delay rule" will apply to 409A RSUs if these four conditions are met:

(A) the Grantee has a separation from service (within the meaning of Treasury Regulation § 1.409A-1(h)) for a reason other than death;

(B) a payment in settlement is triggered by such separation from service; and

(C) the Grantee is a "specified employee" under Code Section 409A.

If it applies, the six-month delay rule will delay a settlement of 409A RSUs triggered by separation from service where the settlement otherwise would occur within six months after the separation from service, subject to the following:

(D) any delayed payment shall be made on the date six months and one day after separation from service;

(E) during the six-month delay period, accelerated settlement will be permitted in the event of the Grantee's death and for no other reason (including no acceleration upon a Change in Control) except to the extent permitted under Code Section 409A; and

(F) any settlement that is not triggered by a separation from service, or is triggered by a separation from service but would be made more than six months after separation (without applying this six-month delay rule), shall be unaffected by the six-month delay rule.

(c) Other Compliance Provisions. The following provisions apply to Restricted Stock Units:

(i) Each tranche of Restricted Stock Units (including dividend equivalents accrued thereon) that is scheduled to vest at a separate Stated Vesting Date under Section 2 shall be deemed a separate payment for purposes of Code Section 409A.

(ii) The settlement of 409A RSUs may not be accelerated by the Company except to the extent permitted under Code Section 409A. The Company may, however, accelerate vesting (i.e., may waive the risk of forfeiture tied to termination of the Grantee's Continuous Service) of 409A RSUs, without changing the settlement terms of such 409A RSUs.

(iii) It is understood that Good Reason for purposes of this Agreement is limited to circumstances that qualify under Treasury Regulation § 1.409A-1(n)(2).

(iv) For U.S. taxpayers, any election to defer settlement of Restricted Stock Units must comply with the election timing rules under Code Section 409A.

(v) Any restriction imposed on 409A RSUs hereunder or under the terms of other documents solely to ensure compliance with Code Section 409A shall not be applied to a Restricted Stock Unit that is not a 409A RSU except to the extent necessary to preserve the status of such Restricted Stock Unit as not being a "deferral of compensation" under Code Section 409A.

(vi) If any mandatory term required for 409A RSUs or other RSUs, or related dividend equivalents or other related rights, to avoid tax penalties under Code Section 409A is not otherwise explicitly provided under this document or other applicable documents, such term is hereby incorporated by reference and fully applicable as though set forth at length herein.

(vii) In the case of any settlement of Restricted Stock Units during a specified period following the Stated Vesting Date or other date triggering a right to settlement, the Grantee shall have no influence (other than permitted deferral elections, as applicable to U.S. taxpayers) on any determination as to the tax year in which the settlement will be made.

(viii) In the case of any Restricted Stock Unit that is not a 409A RSU, if the circumstances arise constituting a Disability but termination of the Grantee's Continuous Service has not in fact resulted immediately without an election by the Grantee, then only the Company or a Subsidiary may elect to terminate the Grantee's Continuous Service due to such Disability.

(ix) If the Company has a right of setoff that could apply to a 409A RSU, such right may only be exercised at the time the 409A RSU would have been settled, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the settlement date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

11. Deferral. If permitted by the Administrator, for U.S. taxpayers, the issuance of the Shares issuable with respect to the Restricted Stock Units may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time, including but not limited to Section 409A of the Code and the Employee Retirement Income Security Act of 1974, as amended. Shares issuable with respect to electively deferred 409A RSUs, and related dividend equivalents, shall remain subject to the terms and conditions of this Agreement, and for this purpose shall be considered rights related to the 409A RSUs, to the extent applicable and not otherwise superseded by any deferred compensation plan or general rules applicable to electively deferred 409A RSUs, until such 409A RSUs are settled and the Shares issued, including but not limited to Sections 5, 6(d), 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17 of this Agreement

12. No Effect on Employment or Rights under the Plan. Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or any Subsidiary or affect any right which the Company or any Subsidiary may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Administrator, and the Grantee shall not in any circumstances have any right to be granted an Award.

13. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14. Successors; Severability; Entire Agreement; Headings. This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein. Subject to the terms and conditions of the Plan, any rules adopted by the Company or the Administrator and applicable to this Agreement and the terms of any elective deferral of the Grantee applicable to the Restricted Stock Units for U.S. taxpayers, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

15. Grantee Acknowledgements and Consents.

(a) Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests. In those jurisdictions where the Grantee's consent to the processing of the Grantee's personal data is required, the Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein.

Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is the Grantee's consent (where required) or that it is authorized by the Company's use of the standard data protection clauses adopted in accordance with applicable law.

Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Voluntariness and Consequences of Consent Denial or Withdraw. The Grantee's participation in the Plan and his or her grant of consent, if required, if purely voluntary. The Grantee may reject participation in the Plan or withdraw the Grantee's consent, if applicable, at any time. If the Grantee rejects participation in the Plan, does not consent, if applicable, or withdraws his or her consent, if applicable, the Grantee may be unable to participate in the Plan. This would not affect the Grantee's existing employment or salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request

access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

(b) Voluntary Participation. The Grantee's participation in the Plan is voluntary. The value of the Restricted Stock Units is an extraordinary item of compensation. Unless otherwise expressly provided in a separate agreement between the Grantee and the Company or a Subsidiary, the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) Electronic Delivery and Acceptance. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ELECTRONIC DELIVERY OF THE PLAN, THE PROSPECTUS FOR THE PLAN AND OTHER DOCUMENTS RELATED TO THE PLAN (COLLECTIVELY, THE "PLAN DOCUMENTS"). THE COMPANY WILL DELIVER THE PLAN DOCUMENTS ELECTRONICALLY TO THE GRANTEE BY E-MAIL, BY POSTING SUCH DOCUMENTS ON ITS INTRANET WEBSITE OR BY ANOTHER MODE OF ELECTRONIC DELIVERY AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE CONSENTS AND AGREES THAT SUCH PROCEDURES AND DELIVERY MAY BE EFFECTED BY A BROKER OR THIRD PARTY ENGAGED BY THE COMPANY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO THE PLAN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ANY AND ALL PROCEDURES THE COMPANY HAS ESTABLISHED OR MAY ESTABLISH FOR ANY ELECTRONIC SIGNATURE SYSTEM FOR DELIVERY AND ACCEPTANCE OF ANY PLAN DOCUMENTS, INCLUDING THIS AGREEMENT, THAT THE COMPANY MAY ELECT TO DELIVER AND AGREES THAT HIS ELECTRONIC SIGNATURE IS THE SAME AS, AND WILL HAVE THE SAME FORCE AND EFFECT AS, HIS MANUAL SIGNATURE. THE COMPANY WILL SEND TO THE GRANTEE AN E-MAIL ANNOUNCEMENT WHEN THE PLAN DOCUMENTS ARE AVAILABLE ELECTRONICALLY FOR THE GRANTEE'S REVIEW, DOWNLOAD OR PRINTING AND WILL PROVIDE INSTRUCTIONS ON WHERE THE PLAN DOCUMENTS CAN BE FOUND. UNLESS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, THE GRANTEE WILL NOT INCUR ANY COSTS FOR RECEIVING THE PLAN DOCUMENTS ELECTRONICALLY THROUGH THE COMPANY'S COMPUTER NETWORK. THE GRANTEE WILL HAVE THE RIGHT TO RECEIVE PAPER COPIES OF ANY PLAN DOCUMENT BY SENDING A WRITTEN REQUEST FOR A PAPER COPY TO THE ADMINISTRATOR. THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY OF THE PLAN DOCUMENTS WILL BE VALID AND REMAIN EFFECTIVE UNTIL THE EARLIER OF (i) THE TERMINATION OF THE GRANTEE'S PARTICIPATION IN THE PLAN AND (ii) THE WITHDRAWAL OF THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE GRANTEE HAS THE RIGHT AT ANY TIME TO WITHDRAW HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS BY SENDING A WRITTEN NOTICE OF WITHDRAWAL TO THE ADMINISTRATOR. IF THE GRANTEE WITHDRAWS HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE, THE COMPANY WILL RESUME SENDING PAPER COPIES OF THE PLAN DOCUMENTS WITHIN TEN (10) BUSINESS DAYS OF ITS RECEIPT OF THE WITHDRAWAL NOTICE. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE ACKNOWLEDGES THAT HE IS ABLE TO ACCESS, VIEW AND RETAIN AN E-MAIL ANNOUNCEMENT INFORMING THE GRANTEE THAT THE PLAN DOCUMENTS ARE AVAILABLE IN EITHER HTML, PDF OR SUCH OTHER FORMAT AS THE COMPANY DETERMINES IN ITS SOLE DISCRETION.

(d) Unfunded Plan. The Grantee acknowledges and agrees that any rights of the Grantee relating to the Grantee's Restricted Stock Units and related dividend equivalents and any other related rights shall constitute bookkeeping entries on the books of the Company and shall not create in the Grantee any right to, or claim against, any specific assets of the Company or any Subsidiary, nor result in the creation of any trust or escrow account for the Grantee. With respect to the Grantee's entitlement to any payment hereunder, the Grantee shall be a general creditor of the Company.

16. Additional Acknowledgements. By accepting this Agreement electronically, the Grantee and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. The Grantee has reviewed in its entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to electronically accepting this Agreement and fully understands all provisions of the Plan and this Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Agreement.

17. Country Appendix. Notwithstanding any provision of this Agreement to the contrary, this Restricted Stock Unit grant and any Shares issued pursuant to this Agreement shall be subject to the applicable terms and provisions as set forth in the Country Appendix attached hereto and incorporated herein, if any, for the Grantee's country of residence (and country of employment, if different).

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent, the Grantee acknowledges acceptance of, and consents to be bound by, the Plan and this Agreement, including the restrictive covenant provisions, and any other rules, agreements or other terms and conditions incorporated herein by reference.

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AWARD AGREEMENT

This Country Appendix ("Appendix") includes the following additional terms and conditions that govern the Grantee's Stock Award for all Grantees that reside and/or work in one of the countries listed below.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **October 2020.** Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Shares are delivered in settlement of the Restricted Stock Units, or the Grantee sells any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and none of the Company, its Subsidiaries, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country of residence and/or work may apply to the Grantee's situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Award, be drawn up in English. The Grantee further acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement, the Plan and any rules, procedures, forms or documents related to the Stock Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws. The Grantee agrees, as a condition of the grant of the Stock Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Shares acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Grantee. The Company and the Administrator reserve the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Shares acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Subsidiaries or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Finally, the Grantee agrees to take any and all actions as may be required to comply with the Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Stock Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Awards as a consequence of the commercial relationship between the Company and the Company's Subsidiary that employs the Grantee, and the Company's Subsidiary that employs the Grantee is the Grantee's sole employer. Based on the foregoing, the Grantee expressly recognizes that (a) the

Plan and the benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Subsidiary that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary that employs the Grantee.

Private Placement. The grant of the Stock Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The grant of the Stock Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards or benefits in lieu of the Stock Award even if Stock Awards have been granted repeatedly in the past.
- The future value of the Shares and any related dividend equivalents is unknown and cannot be predicted with certainty.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Stock Award or any of the Restricted Stock Units or related dividend equivalents, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Shares, and the Grantee irrevocably releases the Company, its Subsidiaries, the Administrator and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Shares delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

Terms and Conditions Applicable to All EU/EEA Jurisdictions, Switzerland and the United Kingdom

Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

(a) Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests.

(b) Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the United States ("U.S."), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

(c) International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is that it is authorized by the Company's participation in the EU-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission.

(d) Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

Notifications Applicable to Austria

Consumer Protection Information. If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Grantee may be entitled to revoke the Grantee's acceptance of the Agreement (and thereby revoke his acceptance of the Restricted Stock Units) under the conditions listed below:

(i) If the Grantee accepts the Stock Award, the Grantee may be entitled to revoke the Grantee's acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.

(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if the Grantee returns the Agreement to the Administrator or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.

Exchange Control Information. The Grantee may be required to comply with certain exchange control obligations if the Grantee holds securities (including Shares) or cash (including proceeds from the sale of such Shares) outside of

Austria. If the transaction volume of all of the Grantee's accounts abroad meets or exceeds €10,000,000, the movement and balance of all accounts must be reported monthly to the Austrian National Bank, as of the last day of the month, on or before the fifteenth day of the following month using the prescribed form "*Meldungen SI-Forderungen und/oder SI-Verpflichturngen*."

Terms and Conditions Applicable to Canada

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, this Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

Securities Law Information. The Grantee is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the New York Stock Exchange).

Use of English Language. The Grantee acknowledges and agrees that it is the Grantee's express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir souhaité expressément que la convention ainsi les notices et la documentation juridique fournis ou mis en œuvre ou institués directement ou indirectement, relativement aux présentes, soient rédigés en anglais.*

Tax Reporting Information. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) to the Canada Revenue Agency on Form T1135 (Foreign Income Verification Statement) if the total cost of the Grantee's foreign specified property exceeds C$100,000 at any time in the year. The form must be filed by April 30th of the following year. Foreign specified property also includes unvested Restricted Stock Units (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property. The Grantee should consult with his or her personal tax advisor to determine his or her reporting requirements.

Termination of Employment. For purposes of the Stock Award, except as otherwise provided under applicable law, the date of the Grantee's termination of employment shall be the date that is the earliest of (i) the date on which the Grantee's employment is terminated, (ii) the date on which the Grantee receives notice of termination, or (iii) the date on which the Grantee is no longer actively providing services to the Company or any Subsidiary, regardless of any notice period or period of pay in lieu of such notice required under applicable employment laws in the jurisdiction where the Grantee is employed (including, but not limited to statutory law, regulatory law and/or common law) or the terms of the Grantee's employment agreement, if any. The Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Grantee's right to vest in the Stock Award under the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

Data Privacy. The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Terms and Conditions Applicable to China

Satisfaction of Regulatory Obligations. If the Grantee is a national of the Peoples' Republic of China ("PRC"), this Restricted Stock Unit grant is subject to additional terms and conditions, as determined by the Company in its sole discretion, in order for the Company to obtain the applicable approvals from the PRC State Administration of Foreign Exchange ("SAFE") to permit the operation of the Plan in accordance with applicable PRC exchange control laws and regulations.

Immediate Sale of Shares. If the Grantee is a PRC national, he or she may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. The Grantee understands and agrees that, if the Grantee is subject to exchange control laws in China, the Grantee will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Grantee further understands that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and he or she hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on his or her behalf prior to being delivered to the Grantee and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Grantee in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Grantee understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid in local currency, the Grantee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Grantee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Grantee. The Grantee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Grantee may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Stock Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Terms and Conditions Applicable to Denmark

Treatment of Stock Awards Upon Termination of Employment. Notwithstanding any provision in the Agreement or the Plan to the contrary, if the Grantee is determined to be an "Employee," as defined in Section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Stock Award upon the Grantee's termination of employment may be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Plan governing the treatment of the Stock Award upon termination of employment are more favorable, then the provisions of the Agreement or the Plan shall govern.

Foreign Asset / Account Reporting Information. The new Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated individuals to inform the Danish Tax Administration about shares held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the relevant Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts.

However, the Grantee must still report foreign bank/broker accounts and their deposits, as well as shares held in a foreign bank or broker account in the Grantee's tax return under the section on foreign affairs and income.

Terms and Conditions Applicable to France

Tax Information. The Stock Award is not intended to be a French-qualified award.

Language Consent. By accepting the Award and the Agreement, which provides for the terms and conditions of the Award, the Grantee confirms having read and understood the documents relating to this grant (the Plan and the Agreement, including this Appendix) which were provided in English language. The Grantee accepts the terms of those documents accordingly. *En acceptant l'Attribution et ce Contrat qui contient les termes et conditions de l'Attribution, le Bénéficiaire confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat, ainsi que la présente Annexe) qui vous ont été transmis en langue anglaise. Le Bénéficiaire acceptez ainsi les conditions et termes de ces documents.*

Foreign Asset / Account Reporting Information. The Grantee should report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his / her annual tax return. The Grantee should consult his / her personal advisor to ensure compliance with applicable reporting obligations.

Notifications Applicable to Germany

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). The Grantee understands that in the event he or she receives a payment in excess of this amount in connection with the sale of securities (including Shares acquired under the Plan), the Grantee must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Foreign Asset/Account Reporting Information. If the Grantee's acquisition of shares under the Plan leads to a so-called qualified participation at any point during the calendar year, the Grantee will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if the value of the shares acquired exceeds €150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

IMPORTANT NOTICE. WARNING: The Agreement, the Plan and all other materials pertaining to the Plan have not been reviewed by any regulatory authority in Hong Kong. The Grantee understands that the Grantee is hereby advised to exercise caution in relation to the offering thereunder and that if the Grantee has any doubts about any of the contents of the aforementioned materials, the Grantee should obtain independent professional advice.

Notifications Applicable to Ireland

Director Notification Requirement. If the Grantee is a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Section 53 of the Irish Company Act 1990, the Grantee must notify the Irish subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units or Shares), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).

Terms and Conditions Applicable to Israel

Immediate Sale of Shares. Notwithstanding anything to the contrary in the Agreement, the Grantee may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign

any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee.

Securities Law Information. The grant of the Restricted Stock Units does not constitute a public offering under the Securities Law, 1968.

Terms and Conditions Applicable to Italy

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (such as cash or Restricted Stock Units) during any fiscal year which may generate income taxable in Italy (or if the Grantee is the beneficial owner of such an investment or asset even if the Grantee does not directly hold the investment or asset), the Grantee is required to report such investments or assets on his / her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Grantee is not required to file a tax return). The Grantee should consult with his / her personal tax advisor as to whether the reporting obligation applies to the Grantee and whether he / she will be required to report details of any outstanding Stock Awards or Shares held by the Grantee outside of Italy in the Grantee's relevant annual tax return.

Foreign Asset Tax Information. The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets (*e.g.*, Shares) assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets held abroad does not exceed a certain threshold.

Notifications Applicable to Malaysia

Director Reporting Requirement. If the Grantee is a director of the local affiliate in Malaysia, the Grantee has an obligation to notify the local affiliate in Malaysia in writing: (i) when the Grantee is granted a Stock Award under the Plan, (ii) when the Grantee's Restricted Stock Units are settled and the Grantee receives Shares, (iii) when Shares are sold or (iv) when there is an event giving rise to a change with respect to the Grantee's interest in the Company. The Grantee must provide this notification within 14 days of the date the interest is acquired or disposed of or the occurrence of the event giving rise to the change to enable the local affiliate in Malaysia to comply with the relevant requirements of the Malaysian authorities. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.

Notifications Applicable to Mexico

Commercial Relationship. The Grantee expressly acknowledges that the Grantee's participation in the Plan and the Company's grant of the Stock Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Award as a consequence of the commercial relationship between the Company and the Subsidiary in Mexico that employs the Grantee, and the Company's Subsidiary in Mexico that employs is the Grantee's sole employer. Based on the foregoing: (a) the Grantee expressly acknowledges that the Plan and the benefits derived from participation in the Plan do not establish any rights between the Grantee and the Subsidiary in Mexico that employs the Grantee; (b) the Plan and the benefits derived from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Grantee; and (c) any modifications or amendments of the Plan or benefits granted thereunder by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary in Mexico that employs the Grantee.

Extraordinary Item of Compensation. The Grantee expressly recognizes and acknowledges that the Grantee's participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as the Grantee's free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the

Plan, the Agreement and this Appendix. As such, the Grantee acknowledges and agrees that the Company, in its sole discretion, may amend and/or discontinue the Grantee's participation in the Plan at any time and without any liability. The value of the Restricted Stock Units is an extraordinary item of compensation outside the scope of the Grantee's employment contract, if any. The Restricted Stock Units are not part of the Grantee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Grantee.

Securities Law Information. The Restricted Stock Units and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement, this Appendix and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Grantee only because of the Grantee's existing relationship with the Company and its subsidiaries and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of the Company or its subsidiaries made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

Terms and Conditions Applicable to the Netherlands

Waiver of Termination Rights. The Grantee hereby waives any and all rights to compensation or damages as a result of the Grantee's termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) the Grantee ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

Notifications Applicable to Singapore

Director Notification Obligation. The Grantee acknowledges that if he / she is a director or shadow director of a Subsidiary in Singapore, the Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Grantee receives an interest (e.g., Restricted Stock Units, Shares) in the Company. In addition, the Grantee acknowledges that he / she must notify the Subsidiary in Singapore when he / she sells Shares. These notifications must be made within two days of acquiring or disposing of an interest in the Company. In addition, the Grantee acknowledges that he / she must make a notification of the Grantee's interest in the Company within two days of becoming a director. If the Grantee is the Chief Executive Officer ("CEO") of a Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply to the Grantee.

Securities Law Information. The Restricted Stock Units are being granted to grantees pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Grantee should note that the Restricted Stock Units are subject to section 257 of the SFA and the Grantee will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of Shares subject to the Restricted Stock Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

Terms and Conditions Applicable to Sweden

Authorization to Withhold. This provision supplements Section 9 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 9 of the Agreement, by accepting the Restricted Stock Units, the Grantee authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Grantee upon settlement/vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

Notifications Applicable to Switzerland

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of the Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units (a) constitutes a prospectus as such term is understood pursuant to article 35 et. seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any other Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority "FINMA".

Notifications Applicable to Taiwan

Securities Law Information. The offer to participate in the Plan is available only for employees of the Company and its Subsidiaries. The offer to participate in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.

Terms and Conditions Applicable to the United Kingdom

Responsibility for Taxes. This provision supplements Section 9 of the Agreement:

Without limitation to Section 9 of the Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such taxes, as and when requested by the Company or (if different) the Grantee's employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also hereby agrees to indemnify and keep indemnified the Company and (if different) the Grantee's employer against any such taxes that they are required to pay or withhold on the Grantee's behalf or have paid or will pay to the HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or executive officer (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Grantee is a director or executive officer and income tax due is not collected from or paid by the Grantee within 90 days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to the Grantee on which additional income tax and national insurance contributions may be payable. The Grantee acknowledges that the Grantee ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or (if different) the Grantee's employer for the value of any employee national insurance contributions due on this additional benefit, which the Company or (if different) the Grantee's employer may recover from the Grantee at any time thereafter by any of the means referred to in the Agreement.

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(TBRSU – Non-Employee Director)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of [, 2021] (the "Grant Date") between JABIL INC. a Delaware corporation (the "Company") and _____ (the "Grantee").

Background Information

A. The Board of Directors (the "Board") and stockholders of the Company previously adopted the Jabil Inc. 2021 Equity Incentive Plan (the "Plan").

B. Section 8 of the Plan provides that the Administrator shall have the discretion and right to grant Stock Awards, including Stock Awards denominated in units representing rights to receive shares, to any Employees or Non-Employee Directors, subject to the terms and conditions of the Plan and any additional terms provided by the Administrator. The Administrator has made a Stock Award grant denominated in units to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement.

C. The Grantee desires to accept the Stock Award grant and agrees to be bound by the terms and conditions of the Plan and this Agreement.

D. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Agreement

1. Restricted Stock Units. Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee _____ restricted stock units (the "Restricted Stock Units") as of the Grant Date. Each Restricted Stock Unit represents the right to receive a Share of Common Stock if the Restricted Stock Unit becomes vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and non-forfeitable and such Shares are delivered to the Grantee in accordance with Section 4 of this Agreement. The Grantee is required to pay no cash consideration for the grant of the Restricted Stock Units. The Grantee acknowledges and agrees that (i) the Restricted Stock Units and related rights are nontransferable as provided in Section 5 of this Agreement, (ii) the Restricted Stock Units are subject to forfeiture in the event the Grantee's Continuous Service terminates in certain circumstances, as specified in Section 6 of this Agreement, (iii) sales of Shares of Common Stock delivered in settlement of the Restricted Stock Units will be subject to the Company's policies regulating trading by Employees or Non-Employee Directors, including any applicable blackout or other designated periods in which sales of Shares are not permitted, (iv) Shares delivered in settlement will be subject to any recoupment or Clawback Policy of the Company, and (v) any entitlement to dividend equivalents will be in accordance with Section 7 of this Agreement. The extent to which the Grantee's rights and interest in the Restricted Stock Units becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement.

2. Vesting. Except as may be otherwise provided in Section 3 of this Agreement, the vesting of the Grantee's rights and interest in the Restricted Stock Units shall be determined in accordance with this Section 2. The Grantee's rights and interest in the Restricted Stock Units shall become vested and non-forfeitable at the rate of one hundred percent (100%) of the Restricted Stock Units on _____, provided that on such date the Grantee is an Employee or Non-Employee Director of the Company or a Subsidiary. A date at which a Restricted Stock Unit is to become vested under this Section 2 is referred to herein as a "Stated Vesting Date."

3. Change in Control. In the event of a Change in Control, any portion of the Restricted Stock Units that is not yet vested on the date such Change in Control is determined to have occurred:

(a) shall become fully vested on the first anniversary of the date of such Change in Control (the "Change in Control Anniversary") if the Grantee's Continuous Service does not terminate prior to the Change in Control Anniversary;

(b) shall become fully vested on the Date of Termination if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company without Cause or resignation by the Grantee for Good Reason; or

(c) shall not become fully vested if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company for Cause or resignation by the Grantee without Good Reason, but only to the extent such Restricted Stock Units have not previously become vested.

This Section 3 shall supersede the standard vesting provision contained in Section 2 of this Agreement only to the extent that it results in accelerated vesting of the Restricted Stock Units, and it shall not result in a delay of any vesting or non-vesting of any Restricted Stock Units that otherwise would occur at a Stated Vesting Date under the terms of the standard vesting provision contained in Section 2 of this Agreement

For purposes of this Section 3, the following definitions shall apply:

(d) "Cause" means:

(i) The Grantee's conviction of a crime involving fraud or dishonesty; or

(ii) The Grantee's continued willful or reckless material misconduct in the performance of the Grantee's duties after receipt of written notice from the Company concerning such misconduct;

provided, however, that for purposes of Section 3(d)(ii), Cause shall not include any one or more of the following: bad judgment, negligence or any act or omission believed by the Grantee in good faith to have been in or not opposed to the interest of the Company (without intent of the Grantee to gain, directly or indirectly, a profit to which the Grantee was not legally entitled).

4. Timing and Manner of Settlement of Restricted Stock Units.

(a) Settlement Timing. Unless and until the Restricted Stock Units become vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement, the Grantee will have no right to settlement of any such Restricted Stock Units. Restricted Stock Units will be settled under this Section 4 by the Company delivering to the Grantee (or his beneficiary in the event of death) a number of Shares equal to the number of Restricted Stock Units that have become vested and non-forfeitable and are to be settled at the applicable settlement date. In the case of Restricted Stock Units that become vested and non-forfeitable at a Stated Vesting Date in accordance with Section 2 of this Agreement, such Restricted Stock Units will be settled at a date (the "Stated Settlement Date") that is as prompt as practicable after the Stated Vesting Date but in no event later than two and one-half (2-1/2) months after such Stated Vesting Date (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date is referred to herein as "Prompt Settlement"). The settlement of Restricted Stock Units that become vested and non-forfeitable in circumstances governed by Section 3 will be as follows:

(i) Restricted Stock Units that do not constitute a deferral of compensation under Code Section 409A and that become vested in accordance with Section 3(a) (on the Change in Control Anniversary) or Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date under Section 3(a) or 3(b).

(ii) Restricted Stock Units that constitute a deferral of compensation under Code Section 409A ("409A RSUs") will be settled as follows:

(A) 409A RSUs that become vested in accordance with Section 3(a) (on the Change in Control Anniversary), if in connection with the Change in Control there occurred a change in

the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company as defined in Treasury Regulation § 1.409A-3(i)(5) (a "409A Change in Control"), will be settled in a Prompt Settlement following the first anniversary of the 409A Change in Control, and if there occurred no 409A Change in Control in connection with the Change in Control, such 409A RSUs will be settled in a Prompt Settlement following the earliest of the applicable Stated Vesting Date, one year after a 409A Change in Control not related to the Change in Control or the termination of the Grantee's Continuous Service, subject to Section 9(b) (including the six-month delay rule); and

(B) 409A RSUs that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 9(b) (including the six-month delay rule).

(b) Manner of Settlement. The Company may make delivery of Shares of Common Stock in settlement of Restricted Stock Units by either delivering one or more certificates representing such Shares to the Grantee (or his beneficiary in the event of death), registered in the name of the Grantee (and any joint name, if so directed by the Grantee), or by depositing such Shares into a stock brokerage account maintained for the Grantee (or of which the Grantee is a joint owner, with the consent of the Grantee). If the Company determines to settle Restricted Stock Units by making a deposit of Shares into such an account, the Company may settle any fractional Restricted Stock Unit by means of such deposit. In other circumstances or if so determined by the Company, the Company shall instead pay cash in lieu of any fractional Share, on such basis as the Administrator may determine. In no event will the Company issue fractional Shares.

(c) Effect of Settlement. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that have been paid and settled. Although a settlement date or range of dates for settlement are specified above in order to comply with Code Section 409A, the Company retains discretion to determine the settlement date, and no Grantee or beneficiary of a Grantee shall have any claim for damages or loss by virtue of the fact that the market price of Common Stock was higher on a given date upon which settlement could have been made as compared to the market price on or after the actual settlement date (any claim relating to settlement will be limited to a claim for delivery of Shares and related dividend equivalents).

5. Restrictions on Transfer. The Grantee shall not have the right to make or permit to occur any transfer, assignment, pledge, hypothecation or encumbrance of all or any portion of the Restricted Stock Units, related rights to dividend equivalents or any other rights relating thereto, whether outright or as security, with or without consideration, voluntary or involuntary, and the Restricted Stock Units, related rights to dividend equivalents and other rights relating thereto, shall not be subject to execution, attachment, lien, or similar process; provided, however, the Grantee will be entitled to designate a beneficiary or beneficiaries to receive any settlement in respect of the Restricted Stock Units upon the death of the Grantee, in the manner and to the extent permitted by the Administrator. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his rights and interest in the Restricted Stock Units and related dividend equivalents if his Continuous Service terminates for any reason before the Restricted Stock Units become vested in accordance with Section 2 or Section 3 of this Agreement.

7. Dividend Equivalents; Adjustments.

(a) Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of a Restricted Stock Unit, the Grantee will accrue dividend equivalents on Restricted Stock Units equal to the cash dividend or distribution that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding Share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Units to which they relate, and (ii) will be denominated and payable solely in cash. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes (subject to Section 8).

(b) Adjustments. The number of Restricted Stock Units credited to the Grantee shall be subject to adjustment by the Company, in accordance with Section 13 of the Plan, in order to preserve without enlarging the Grantee's rights with respect to such Restricted Stock Units. Any such adjustment shall be made taking into account any crediting of cash dividend equivalents to the Grantee under Section 7(a) in connection with such transaction or event. In the case of an extraordinary cash dividend, the Administrator may determine to adjust the Grantee's Restricted Stock Units under this Section 7(b) in lieu of crediting cash dividend equivalents under Section 7(a). Restricted Stock Units credited to the Grantee as a result of an adjustment shall be subject to the same forfeiture and settlement terms as applied to the related Restricted Stock Units prior to the adjustment.

8. Responsibility for Taxes and Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates, if any. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of Shares, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or

(b) withholding in Shares to be delivered upon settlement; or

(c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable withholding rates but not exceeding the maximum statutory withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

9. Code Section 409A.

(a) General. Payments made pursuant to this Agreement are intended to be exempt from Section 409A of the Code or to otherwise comply with Section 409A of the Code. Accordingly, other provisions of the Plan or this Agreement notwithstanding, the provisions of this Section 9 will apply in order that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or otherwise comply with Code Section 409A. In addition, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all Restricted Stock Units, and related dividend equivalents and any other related rights, are exempt from or otherwise have terms that comply, and in operation comply, with Code Section 409A (including, without limitation, the avoidance of penalties thereunder). Other provisions of the Plan and this Agreement notwithstanding, the Company makes no representations that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or avoid any penalties that may apply under Code Section 409A, makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units and related dividend equivalents and any other related rights, and will not indemnify or provide a gross up payment to a Grantee (or his beneficiary) for any taxes, interest or penalties imposed under Code Section 409A.

(b) Restrictions on 409A RSUs. In the case of any 409A RSUs, the following restrictions will apply:

(i) Separation from Service. Any payment in settlement of the 409A RSUs that is triggered by a termination of Continuous Service (or other termination of employment) hereunder will occur only if the Grantee has had a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), with such separation from service treated as the termination for purposes of determining the timing of any settlement based on such termination.

(ii) Six-Month Delay Rule. The "six-month delay rule" will apply to 409A RSUs if these four conditions are met:

(A) the Grantee has a separation from service (within the meaning of Treasury Regulation § 1.409A-1(h)) for a reason other than death;

(B) a payment in settlement is triggered by such separation from service; and

(C) the Grantee is a "specified employee" under Code Section 409A.

If it applies, the six-month delay rule will delay a settlement of 409A RSUs triggered by separation from service where the settlement otherwise would occur within six months after the separation from service, subject to the following:

(D) any delayed payment shall be made on the date six months and one day after separation from service;

(E) during the six-month delay period, accelerated settlement will be permitted in the event of the Grantee's death and for no other reason (including no acceleration upon a Change in Control) except to the extent permitted under Code Section 409A; and

(F) any settlement that is not triggered by a separation from service, or is triggered by a separation from service but would be made more than six months after separation (without applying this six-month delay rule), shall be unaffected by the six-month delay rule.

(c) Other Compliance Provisions. The following provisions apply to Restricted Stock Units:

(i) Each tranche of Restricted Stock Units (including dividend equivalents accrued thereon) that is scheduled to vest at a separate Stated Vesting Date under Section 2 shall be deemed a separate payment for purposes of Code Section 409A.

(ii) The settlement of 409A RSUs may not be accelerated by the Company except to the extent permitted under Code Section 409A. The Company may, however, accelerate vesting (i.e., may waive the risk of forfeiture tied to termination of the Grantee's Continuous Service) of 409A RSUs, without changing the settlement terms of such 409A RSUs.

(iii) It is understood that Good Reason for purposes of this Agreement is limited to circumstances that qualify under Treasury Regulation § 1.409A-1(n)(2).

(iv) Any restriction imposed on 409A RSUs hereunder or under the terms of other documents solely to ensure compliance with Code Section 409A shall not be applied to a Restricted Stock Unit that is not a 409A RSU except to the extent necessary to preserve the status of such Restricted Stock Unit as not being a "deferral of compensation" under Code Section 409A.

(v) If any mandatory term required for 409A RSUs or other RSUs, or related dividend equivalents or other related rights, to avoid tax penalties under Code Section 409A is not otherwise explicitly provided under this document or other applicable documents, such term is hereby incorporated by reference and fully applicable as though set forth at length herein.

(vi) In the case of any settlement of Restricted Stock Units during a specified period following the Stated Vesting Date or other date triggering a right to settlement, the Grantee shall have no influence on any determination as to the tax year in which the settlement will be made.

(vii) In the case of any Restricted Stock Unit that is not a 409A RSU, if the circumstances arise constituting a Disability but termination of the Grantee's Continuous Service has not in fact resulted immediately without an election by the Grantee, then only the Company or a Subsidiary may elect to terminate the Grantee's Continuous Service due to such Disability.

(viii) If the Company has a right of setoff that could apply to a 409A RSU, such right may only be exercised at the time the 409A RSU would have been settled, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the settlement date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

10. No Effect on Employment or Rights under the Plan. Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or any Subsidiary or affect any right which the Company or any Subsidiary may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Administrator, and the Grantee shall not in any circumstances have any right to be granted an Award.

11. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

12. Successors; Severability; Entire Agreement; Headings. This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein. Subject to the terms and conditions of the Plan and any rules adopted by the Company or the Administrator and applicable to this Agreement, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

13. Grantee Acknowledgements and Consents.

(a) Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests. In those jurisdictions where the Grantee's consent to the processing of the Grantee's personal data is required, the Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein.

Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the United States ("U.S."), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is the Grantee's consent (where required) or the Company's participation in a privacy shield agreement and/or adequate agreements.

Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Voluntariness and Consequences of Consent Denial or Withdraw. The Grantee's participation in the Plan and his or her grant of consent, if required, if purely voluntary. The Grantee may reject participation in the Plan or withdraw the Grantee's consent, if applicable, at any time. If the Grantee rejects participation in the Plan, does not consent, if applicable, or withdraws his or her consent, if applicable, the Grantee may be unable to participate in the Plan. This would not affect the Grantee's existing employment or salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

(b) Voluntary Participation. The Grantee's participation in the Plan is voluntary. The value of the Restricted Stock Units is an extraordinary item of compensation. Unless otherwise expressly provided in a separate agreement between the Grantee and the Company or a Subsidiary, the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) Electronic Delivery and Acceptance. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ELECTRONIC DELIVERY OF THE PLAN, THE PROSPECTUS FOR THE PLAN AND OTHER DOCUMENTS RELATED TO THE PLAN (COLLECTIVELY, THE "PLAN DOCUMENTS"). THE COMPANY WILL DELIVER THE PLAN DOCUMENTS ELECTRONICALLY TO THE GRANTEE BY E-MAIL, BY POSTING SUCH DOCUMENTS ON ITS INTRANET WEBSITE OR BY ANOTHER MODE OF ELECTRONIC DELIVERY AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE CONSENTS AND AGREES THAT SUCH PROCEDURES AND DELIVERY MAY BE EFFECTED BY A BROKER OR THIRD PARTY ENGAGED BY THE COMPANY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO THE PLAN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ANY AND ALL PROCEDURES THE COMPANY HAS ESTABLISHED OR MAY ESTABLISH FOR ANY ELECTRONIC SIGNATURE SYSTEM FOR DELIVERY AND ACCEPTANCE OF ANY PLAN DOCUMENTS, INCLUDING THIS AGREEMENT, THAT THE COMPANY MAY ELECT TO DELIVER AND AGREES THAT HIS ELECTRONIC SIGNATURE IS THE SAME AS, AND WILL HAVE THE SAME FORCE AND EFFECT AS, HIS MANUAL SIGNATURE. THE COMPANY WILL SEND TO THE GRANTEE AN E-MAIL ANNOUNCEMENT WHEN THE PLAN DOCUMENTS ARE AVAILABLE ELECTRONICALLY FOR THE GRANTEE'S REVIEW, DOWNLOAD OR PRINTING AND WILL PROVIDE INSTRUCTIONS ON WHERE THE PLAN DOCUMENTS CAN BE FOUND. UNLESS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, THE GRANTEE WILL NOT INCUR ANY COSTS FOR RECEIVING THE PLAN DOCUMENTS ELECTRONICALLY THROUGH THE COMPANY'S COMPUTER NETWORK. THE GRANTEE WILL HAVE THE RIGHT TO RECEIVE PAPER COPIES OF ANY PLAN DOCUMENT BY SENDING A WRITTEN REQUEST FOR A PAPER COPY TO THE ADMINISTRATOR. THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY OF THE PLAN DOCUMENTS WILL BE VALID AND REMAIN EFFECTIVE UNTIL THE EARLIER OF (i) THE TERMINATION OF THE GRANTEE'S PARTICIPATION IN THE PLAN AND (ii) THE WITHDRAWAL OF THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE GRANTEE HAS THE RIGHT AT ANY TIME TO WITHDRAW HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS BY SENDING A WRITTEN NOTICE OF WITHDRAWAL TO THE ADMINISTRATOR. IF THE GRANTEE WITHDRAWS HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE, THE COMPANY WILL RESUME SENDING PAPER COPIES OF THE PLAN DOCUMENTS WITHIN TEN (10) BUSINESS DAYS OF ITS RECEIPT OF THE WITHDRAWAL NOTICE. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE ACKNOWLEDGES THAT HE IS ABLE TO ACCESS, VIEW AND RETAIN AN E-MAIL ANNOUNCEMENT INFORMING THE GRANTEE THAT THE PLAN DOCUMENTS ARE AVAILABLE IN EITHER HTML, PDF OR SUCH OTHER FORMAT AS THE COMPANY DETERMINES IN ITS SOLE DISCRETION.

(d) Unfunded Plan. The Grantee acknowledges and agrees that any rights of the Grantee relating to the Grantee's Restricted Stock Units and related dividend equivalents and any other related rights shall constitute bookkeeping entries on the books of the Company and shall not create in the Grantee any right to, or claim against, any specific assets of the Company or any Subsidiary, nor result in the creation of any trust or escrow account for the Grantee. With respect to the Grantee's entitlement to any payment hereunder, the Grantee shall be a general creditor of the Company.

14. Additional Acknowledgements. By accepting this Agreement electronically, the Grantee and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. The Grantee has reviewed in its entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to electronically accepting this Agreement and fully understands all provisions of the Plan and this Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Agreement.

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent, the Grantee acknowledges acceptance of, and consents to be bound by, the Plan and this Agreement and any other rules, agreements or other terms and conditions incorporated herein by reference.

Exhibit 10.4

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(PBRSU TSR—EXECUTIVE)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of [, 2021] (the "Grant Date") between JABIL INC. a Delaware corporation (the "Company") and _____ (the "Grantee").

Background Information

A. The Board of Directors (the "Board") and stockholders of the Company previously adopted the Jabil Inc. 2021 Equity Incentive Plan (the "Plan").

B. Section 3 of the Plan provides that the Administrator shall have the discretion and right to grant Awards, including Stock Unit Awards representing rights to receive shares, to any Employees or Non-Employee Directors, subject to the terms and conditions of the Plan and any additional terms provided by the Administrator. The Administrator has made a Stock Unit Award to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement.

C. The Grantee desires to accept the Stock Unit Award and agrees to be bound by the terms and conditions of the Plan and this Agreement.

D. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Agreement

1. Restricted Stock Units. Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee under Section 10 of the Plan ____ restricted stock units (the "Restricted Stock Units") as of the Grant Date. Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit becomes vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and non-forfeitable and such Shares are delivered to the Grantee in accordance with Section 4 of this Agreement. The Grantee is required to pay no cash consideration for the grant of the Restricted Stock Units. The Grantee acknowledges and agrees that (i) the Restricted Stock Units and related rights are nontransferable as provided in Section 5 of this Agreement, (ii) the Restricted Stock Units are subject to forfeiture in the event the Grantee's Continuous Service terminates in certain circumstances, as specified in Section 6 of this Agreement, (iii) sales of Shares delivered in settlement of the Restricted Stock Units will be subject to the Company's policies regulating trading by Employees, including any applicable blackout or other designated periods in which sales of Shares are not permitted, (iv) Shares delivered in settlement will be subject to the Restrictive Covenants specified in Section 7 of this Agreement and any recoupment or Clawback Policy, including the forfeiture and clawback rights specified in Section 6 of this Agreement, regardless of whether such recoupment or Clawback Policy is applied with prospective or retroactive effect, and (v) any entitlement to dividend equivalents will be in accordance with Section 8 of this Agreement. The extent to which the Grantee's rights and interest in the Restricted Stock Units becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement except as otherwise provided in Sections 6 and 7 of this Agreement.

2. Vesting.

a. Except as may be otherwise provided in Section 3 or Section 6 or Section 7 of this Agreement, the vesting of the Grantee's rights and interest in the Restricted Stock Units shall be determined in accordance with this Section 2. The extent to which the Grantee's interest in the Restricted Stock Units becomes

vested and non-forfeitable shall be based upon the satisfaction of the performance goal specified in this Section 2 (the "Performance Goal"), subject to Section 3. The Performance Goal shall be based upon a comparison of the Company's total shareholder return, as defined below ("TSR"), to the TSR of each company (other than the Company) that comprises the S&P Supercomposite Technology Hardware and Equipment Index (the "Index") during the period beginning [September 1, 2021] and ending on [August 31, 2024] (the "Performance Period"), provided that only the companies that comprise the Index as of the first day of the Performance Period shall be considered and any such company shall be deemed to have a TSR of negative 100 percent upon (i) the institution by or against such company of an insolvency, receivership or bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532, or foreign insolvency regime, (ii) such company making an assignment for the benefit of creditors, or (iii) such company's dissolution or ceasing to do business. The TSR for the Performance Period shall be measured at the end of the Performance Period. For purposes of this Agreement, TSR means the percentage rate of return, which can be positive or negative, from the Beginning Stock Price (as defined below) to the Closing Stock Price (as defined below) of the Common Shares of the Company and the common shares of beneficial interest issued by the relevant company in the Index, as applicable, assuming reinvestment of all dividends and other distributions paid during the Performance Period. For purposes of the preceding sentence, the "Beginning Stock Price" of the Common Shares of the Company and of the common shares of beneficial interest issued by the relevant company in the Index, as applicable, means the average stock price for the 90-day period ending 60 days after the first day of the Performance Period. The "Closing Stock Price" of the Common Shares of the Company and of the common shares of beneficial interest issued by the relevant company in the Index, as applicable, means the average stock price for the 90-day period ending 30 days after the last day of the Performance Period.

b. The portion of the Grantee's rights and interest in the Restricted Stock Units, if any, that becomes vested and nonforfeitable on the Determination Date (as defined below) shall be determined in accordance with the following schedule, using linear interpolation, as determined by the Compensation Committee of the Board (the "Committee"):

Company TSR relative to the TSR of the companies in the Index	Percentage of Units/Shares Vested
25th percentile or below	
Median	
75th percentile and above	

The continuous percentile rank calculation methodology shall be used for purposes of the preceding schedule; the Company shall be excluded in determining the percentile rank of the other companies in the Index, and the Company's percentile rank shall be calculated by using linear interpolation between the percentile ranks of the other companies in the Index.

Notwithstanding the preceding schedule, if the Company's TSR for the Performance Period is a negative number, but exceeds the Median percentile of the companies in the Index, then the percentage of the Restricted Stock Units determined in accordance with the preceding schedule shall be limited to 100%.

No fractional Shares shall be issued, and subject to the preceding limitation on the number of Shares available under this Agreement (that is, 200 percent of the related Shares), any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share.

c. The applicable portion of the Restricted Stock Units shall become vested and non-forfeitable in accordance with this Section 2, subject to the determination that the Performance Goal and all other conditions for the vesting of the Restricted Stock Units have been satisfied; provided the Grantee's Continuous Service has not terminated before the date on which the Committee determines that the Performance Goal and all other conditions for the vesting of the Restricted Stock Units have been satisfied, which shall be no later than ninety (90) days after the last day of the Performance Period ("Determination Date"). The Committee shall make this determination, provided that, for any Grantee who is not an "officer" of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, the determination may be made by (i) such Grantee's divisional Executive Vice President or Chief Executive Officer, (ii) the Chief Operating Officer of the Company or by (iii) the

President of the Company (each, an "Authorized Officer"). The Committee's or such Authorized Officer's good faith determination shall be final, binding and conclusive on all persons, including, but not limited to, the Company and the Grantee. The Committee or such Authorized Officer may, in its discretion, reduce the amount of compensation otherwise to be paid or earned in connection with this award, notwithstanding the level of achievement of the Performance Goal or any contrary provision of the Plan; provided no such reduction may be made after a Change in Control. The Grantee shall not be entitled to any claim or recourse if any action or inaction by the Company, or any other circumstance or event, including any circumstance or event outside the control of the Grantee, adversely affects the ability of the Company or the Grantee to satisfy the Performance Goal or in any way prevents the satisfaction of the Performance Goal.

3. Change in Control. In the event of a Change in Control, any portion of the Restricted Stock Units that is not yet vested on the date such Change in Control is determined to have occurred:

(a) shall become fully vested on the first anniversary of the date of such Change in Control (the "Change in Control Anniversary") if the Grantee's Continuous Service does not terminate prior to the Change in Control Anniversary;

(b) shall become fully vested on the Date of Termination if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company without Cause or resignation by the Grantee for Good Reason; or

(c) shall not become fully vested if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company for Cause or resignation by the Grantee without Good Reason, but only to the extent such Restricted Stock Units have not previously become vested.

For purposes of this Agreement, the references to "fully vested" refer to vesting of the number of Restricted Stock Units that would vest upon achievement of the maximum level of achievement of the Performance Goal under Section 2. This Section 3 shall supersede the standard vesting provision contained in Section 2 of this Agreement only to the extent that it results in accelerated vesting of the Restricted Stock Units, and it shall not result in a delay of any vesting or non-vesting of any Restricted Stock Units that otherwise would occur during the Performance Period under the terms of the standard vesting provision contained in Section 2 of this Agreement.

For purposes of this Section 3, the following definitions shall apply:

(d) "Cause" means:

(i) The Grantee's conviction of a crime involving fraud or dishonesty; or

(ii) The Grantee's continued willful or reckless material misconduct in the performance of the Grantee's duties after receipt of written notice from the Company concerning such misconduct;

provided, however, that for purposes of Section 3(d)(ii), Cause shall not include any one or more of the following: bad judgment, negligence or any act or omission believed by the Grantee in good faith to have been in or not opposed to the interest of the Company (without intent of the Grantee to gain, directly or indirectly, a profit to which the Grantee was not legally entitled).

4. Timing and Manner of Settlement of Restricted Stock Units.

(a) Settlement Timing. Unless and until the Restricted Stock Units become vested and non-forfeitable in accordance with Section 2, Section 3 or Section 6 of this Agreement, the Grantee will have no right to settlement of any such Restricted Stock Units. Restricted Stock Units will be settled under this Section 4 by the Company delivering to the Grantee (or his beneficiary in the event of death) a number of Shares equal to the number of Restricted Stock Units that have become vested and non-forfeitable and are to be settled at the applicable settlement date. In the case of Restricted Stock Units that become vested and non-forfeitable at the Determination Date in accordance with Section 2 of this Agreement (including Restricted Stock Units not forfeited by operation of Section 6(a) or 6(c)), such Restricted Stock Units will be settled at a date that is as prompt as practicable after the Determination Date but in no

event later than two and one-half (2-1/2) months after the Determination Date (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date is referred to herein as "Prompt Settlement"). The settlement of Restricted Stock Units that become vested and non-forfeitable in circumstances governed by Section 3 or Section 6(b) will be as follows:

(i) Restricted Stock Units that do not constitute a deferral of compensation under Code Section 409A will be settled as follows:

(A) Restricted Stock Units that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled within the period extending to not later than two and one-half (2-1/2) months after the later of the end of calendar year or the end of the Company's fiscal year in which death occurred; and

(B) Restricted Stock Units that become vested in accordance with Section 3(a) (on the Change in Control Anniversary) or Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date under Section 3(a) or 3(b).

(ii) Restricted Stock Units that constitute a deferral of compensation under Code Section 409A ("409A RSUs") will be settled as follows:

(A) 409A RSUs that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled on the 30th day after the date of the Grantee's death;

(B) 409A RSUs that become vested in accordance with Section 3(a) (on the Change in Control Anniversary), if in connection with the Change in Control there occurred a change in the ownership of the Company, a change in effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as defined in Treasury Regulation § 1.409A-3(i)(5) (a "409A Change in Control"), will be settled in a Prompt Settlement following the first anniversary of the 409A Change in Control, and if there occurred no 409A Change in Control in connection with the Change in Control, such 409A RSUs will be settled in a Prompt Settlement following the earliest of the Determination Date, one year after a 409A Change in Control not related to the Change in Control or the termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule); and

(C) 409A RSUs that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule).

(b) Manner of Settlement. The Company may make delivery of shares of Common Stock in settlement of Restricted Stock Units by either delivering one or more certificates representing such Shares to the Grantee (or his beneficiary in the event of death), registered in the name of the Grantee (and any joint name, if so directed by the Grantee), or by depositing such Shares into a stock brokerage account maintained for the Grantee (or of which the Grantee is a joint owner, with the consent of the Grantee). In no event will the Company issue fractional Shares.

(c) Effect of Settlement. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that have been paid and settled. Although a settlement date or range of dates for settlement are specified above in order to be exempt from or comply with Code Section 409A, the Company retains discretion to determine the settlement date, and no Grantee or beneficiary of a Grantee shall have any claim for damages or loss by virtue of the fact that the market price of Common Stock was higher on a given date upon which settlement could have been made as compared to the market price on or after the actual settlement date (any claim relating to settlement will be limited to a claim for delivery of Shares and related dividend equivalents).

5. Restrictions on Transfer. The Grantee shall not have the right to make or permit to occur any transfer, assignment, pledge, hypothecation or encumbrance of all or any portion of the Restricted Stock Units, related

rights to dividend equivalents or any other rights relating thereto, whether outright or as security, with or without consideration, voluntary or involuntary, and the Restricted Stock Units, related rights to dividend equivalents and other rights relating thereto, shall not be subject to execution, attachment, lien, or similar process; provided, however, the Grantee will be entitled to designate a beneficiary or beneficiaries to receive any settlement in respect of the Restricted Stock Units upon the death of the Grantee, in the manner and to the extent permitted by the Administrator. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture and Clawback. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his rights and interest in the Restricted Stock Units and related dividend equivalents if his Continuous Service terminates for any reason before the Restricted Stock Units become vested in accordance with Section 2 or Section 3 of this Agreement or if the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, including but not limited to a substantial violation of the Company's Code of Conduct. If the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares of Common Stock issued, and related dividend equivalents and any other related rights. The forfeiture and clawback rights under this Section apply irrespective of whether the conduct was discovered during the course of the Grantee's employment.

(a) Retirement. In the event of the Grantee's Retirement in accordance with the terms and conditions set forth in this Section 6(a), the Grantee's Continuous Service shall be treated as not having terminated for a number of years determined in accordance with this Section 6(a) for purposes of application of the vesting provisions of this Agreement. For purposes of this Section 6(a), an "EU Executive" is a Grantee who resides and/or works in a European Union jurisdiction and a "Non-EU Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union.

For purposes of this Section 6(a), "Retirement" for an EU Executive means termination of the EU Executive's Continuous Service after the Grant Date or the end of the Company fiscal year in the Performance Period at which the EU Executive has completed twenty (20) Full Years of Continuous Service.

For purposes of this Section 6(a), "Retirement" for a Non-EU Executive means termination of the Non-EU Executive's Continuous Service after the earliest of:

(i) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age fifty (50) and completed fifteen (15) Full Years of Continuous Service;

(ii) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age fifty-eight (58) and completed ten (10) Full Years of Continuous Service; or

(iii) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age sixty-two (62) and completed five (5) Full Years of Continuous Service.

For purposes of this Section 6(a), "Full Year" means a twelve-month period beginning on the date of the Grantee's commencement of service for the Company or a Subsidiary and each anniversary thereof. Except as otherwise provided in this Section 6(a), the time period of Continuous Service for a Grantee whose service with the Company or a Subsidiary terminates and who subsequently returns to service with the Company or a Subsidiary shall include all time periods of the Grantee's service for the Company or a Subsidiary for purposes of this Section 6(a). This Section 6(a) will only apply to a Retirement if the Grantee's Continuous Service does not terminate due to Cause as defined in this Agreement. In addition, this Section 6(a) will only apply to a Retirement if the Grantee executes the agreement, if any, required under Section 6(d). For a Grantee who became an Employee or Non-Employee Director of the Company or a Subsidiary following the acquisition of his or her employer by the Company or a Subsidiary, service with the acquired employer shall not count toward the number of years of the Grantee's Continuous Service for purposes of this Section 6(a), and Continuous Service shall be measured from the commencement of the Grantee's

service for the Company or a Subsidiary following such acquisition. For purposes of this Section 6(a), the number of years of the Grantee's Continuous Service shall also include service with Jabil Circuit Co., a Michigan corporation and predecessor to the Company, and any Predecessor Subsidiary. For purposes of this Section 6(a), "Predecessor Subsidiary" means a company of which not less than fifty percent (50%) of the voting shares were held by Jabil Circuit Co. or a Predecessor Subsidiary. For purposes of this Section 6(a), for a Grantee who subsequent to the Grant Date performs service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that no longer includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary ("Subsequent Non-Officer Service"), the time period of such Grantee's Continuous Service shall not include the time period of any such Subsequent Non-Officer Service, but shall include any time period during which such Grantee subsequently resumes service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary.

If this Section 6(a) applies to an EU Executive's Retirement, the EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the EU Executive's age and full years of Continuous Service at the later of the Grant Date or the Company's fiscal year-end next preceding the effective date of the Retirement:

Full Years of Continuous Service		
20 Years	**25 Years**	**30 or More Years**
2 years	3 years	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because such Restricted Stock Units remain unvested (and not previously forfeited) at the effective date of the Retirement will not be forfeited if the Determination Date would have been reached had the EU Executive remained in Continuous Service for the additional period specified in the table above. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. Any portion of the Restricted Stock Units that could not potentially become vested under Section 2 assuming the EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. The death of the EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

If this Section 6(a) applies to a Non-EU Executive's Retirement, the Non-EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the Non-EU Executive's age and full years of Continuous Service at the later of the Grant Date or the Company's fiscal year-end next preceding the effective date of the Retirement:

	Full Years of Continuous Service			
Age	**5 Years**	**10 Years**	**15 Years**	**20 or More Years**
50 – 54	None	None	1 year	2 years
55 – 57	None	None	2 years	Full vesting period
58 – 61	None	2 years	3 years	Full vesting period
62 or Older	Full vesting period	Full vesting period	Full vesting period	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because such Restricted Stock Units remain unvested (and not previously forfeited) at the effective date of the Retirement will not be forfeited if the Determination Date would have been reached had the Non-EU Executive remained in Continuous Service for the additional period specified in the table above. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. Any portion of the Restricted Stock Units that could not potentially become vested under Section 2 assuming the Non-EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. The death of the Non-EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in any jurisdiction that likely would result in the Retirement treatment that otherwise would apply to the Restricted Stock Units pursuant to this Section 6(a) being deemed unlawful and/or discriminatory, then the Company will not apply the Retirement treatment at the time of Grantee's termination and the Restricted Stock Units will be treated as they would under the rules that otherwise would have applied if Grantee did not qualify as Retirement eligible.

(b) Death. In the event that the Grantee's Continuous Service terminates due to death at a time that the Grantee's Restricted Stock Units have not yet vested, a pro rata portion of the Grantee's Restricted Stock Units shall vest as follows: First, for purposes of Section 2, the Company shall determine the actual level of the Performance Goal achieved (such determination may be by means of a good faith estimate) as of the Company's fiscal quarter-end coincident with or next preceding the Grantee's death (or, if the Grantee's death occurs in the first fiscal quarter of the Performance Period, then the Company's fiscal quarter-end coincident with or next following the Grantee's death) and calculating, on a preliminary basis, the resulting number of Restricted Stock Units that would have become vested (based on such calculation) as of the Determination Date. Second, a pro rata portion of that number of Restricted Stock Units will be calculated by multiplying that number by a fraction, the numerator of which is the number of months from the first day of the Performance Period through the date of death (rounding any partial month to the next whole month) and the denominator of which is 36. No fractional Shares shall be issued, and subject to the limitation under Section 2(b) on the number of related Shares available under this Agreement, any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share. Any Restricted Stock Units that were unvested at the date of death and that exceed the pro rata portion of the Restricted Stock Units that become vested under this Section 6(b) shall be forfeited.

(c) Disability. In the event that the Grantee's Continuous Service terminates due to Disability at a time that the Grantee's Restricted Stock Units have not yet vested, a pro rata portion of the Grantee's Restricted Stock Units shall remain outstanding and shall be eligible for future vesting based on the actual level of achievement in the Performance Period, provided, however, that non-forfeiture of such Restricted Stock Units will only apply if the Grantee executes the agreement, if any, required under Section 6(d). The pro rata portion shall be calculated by multiplying the number of Restricted Stock Units originally granted by a fraction, the numerator of which is the number of months from the first day of the Performance Period through the date of termination (rounding any partial month to the next whole month) and the denominator of which is 36. No fractional Shares shall be issued, and subject to the limitation under Section 2(b) on the number of related Shares available under this Agreement, any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. The death of the Grantee following a termination governed by this Section 6(c), or a Change in Control following such termination, shall not increase or decrease the number of Restricted Stock Units forfeited or not forfeited under this Section 6(c), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(c) in accordance with Section 4. Any Restricted Stock Units that at any time after the date of a termination governed by this Section 6(c) exceed the pro rata portion of the Restricted Stock Units that remain outstanding and potentially subject to future vesting under this Section 6(c) shall be forfeited.

(d) Execution of Separation Agreement and Release. Unless otherwise determined by the Administrator, as a condition to the non-forfeiture of Restricted Stock Units upon Retirement under Section 6(a) or upon a termination due to Disability under Section 6(c), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Administrator, setting forth updated or revised covenants relating to noncompetition, nonsolicitation, nondisparagement, confidentiality and similar covenants for the protection of the Company's business, and releasing the Company from liability in connection with the Grantee's termination. Such agreement shall provide for the forfeiture and/or clawback of the Restricted Stock Units, and the Shares of Common Stock issued or issuable in settlement of the Restricted Stock Units, and related dividend equivalents and any other related rights, in the event of the Grantee's failure to comply with the terms of such agreement. The Administrator will provide the form of such agreement to the Grantee, and the Grantee must execute and return such form within the period specified by law and not revoke such agreement within any permitted revocation period (the end of these periods being the "Agreement Effectiveness Deadline"). If any Restricted Stock Units subject to Section 6(a) or 6(c) or related rights would be required to be settled before the Agreement Effectiveness Deadline, the settlement shall not be delayed pending the receipt and effectiveness of the agreement, but any such Restricted Stock Units or related rights settled before such receipt and effectiveness shall be subject to clawback in the event that the agreement is not received and effective and not revoked by the Agreement Effectiveness Deadline.

7. Restrictive Covenants. The Company and including its Subsidiaries ("Jabil") is the owner and possessor of numerous trade secrets and highly-sensitive business information about its finances, operations, business development / acquisition / divestiture / merger methods and strategies, customers (and potential customers), vendors (and potential vendors), employees, contractors and consultants and other matters that could be valuable to Jabil's competitors. The Grantee is in possession of such sensitive information acquired during Jabil employment and, further, the Grantee has developed valuable contacts and relationships with Jabil customers (and potential customers), vendors (and potential vendors), acquisition targets and representatives, employees, contractors and consultants.

(a) As the Award is intended to encourage the Grantee to continue employment with Jabil, during which time the Grantee will have access to Jabil's confidential information and trade secrets, during the term of the Grantee's employment and for a period of **one (1)** year following the separation from employment, regardless of the reason for or the manner of termination, the Grantee shall not, without the written consent of the General Counsel of the Company or his/her designee:

(i) perform duties or undertake responsibilities in any capacity for a Competitor in the same countries or regions that the Grantee previously performed services during the two (2) year period preceding Grantee's separation from employment that are the same or substantially similar to those duties or responsibilities that the Grantee performed or undertook for Jabil during such two (2) year period;

(ii) interfere with or engage in any activity to persuade or attempt to persuade any person or entity that has a business relationship with Jabil to not do business with or cease doing business with Jabil, to reduce the amount of business historically done with Jabil or to otherwise alter the actual business relationship with Jabil; or

(iii) solicit any Jabil employee to end or modify his/her relationship with Jabil for employment outside of Jabil.

(b) Unless compelled by subpoena, Grantee will not at any time use or talk about, write about, disclose in any manner or publicize:

(i) Jabil's business, operations or employment data, policies or practices; or

(ii) The proprietary or trade secret or confidential information of Jabil (including without limitation merger and acquisition strategies, methods, and plans), or of its customers, vendors, merger/acquisition candidates, employees, contractors or consultants.

(c) As used herein, “Competitor” means

any individual or entity which competes with Jabil or any customers of Jabil with whom Grantee had substantial contact during the two (2) year period preceding Grantee’s separation from Jabil; or any of their current or future parents, subsidiaries, divisions, or direct or indirect affiliates (“affiliates” to include any entity in which the named entity has or from time to time may have a majority equity interest) anywhere in the world.

The foregoing restrictions shall not apply if the Grantee resides and/or primarily works in the State of California.

(d) During the period of one (1) year following termination of the Grantee’s employment with Jabil, the Grantee agrees to notify the Company in writing prior to accepting new employment, or engaging in any other activity which may violate this Agreement, and the Grantee agrees to provide in such notice information concerning the anticipated new employment or activity, including, but not limited to: name of employer; address of employer; job title; and scope and responsibilities of the new position. The Grantee recognizes that such duty of notification is not affected by the Grantee’s belief that such employment may perhaps not violate this Agreement or otherwise be unfairly competitive with Jabil. The Grantee’s written notice should be addressed to General Counsel of the Company. Provided, however, the foregoing notice requirement shall not apply if the Grantee resides and/or primarily works in the State of California.

(e) During the period of one (1) year following termination of the Grantee’s employment with Jabil, the Grantee shall provide a copy of Section 7 of this Award Agreement to each new employer before starting in any new employment. The Grantee agrees that the Company may notify any third party about the Grantee’s obligations under Section 7 of this Award Agreement until such obligations are fulfilled.

(f) If any provision of this Section 7 is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed to be severed from the Award Agreement and such invalidity, illegality or unenforceability will not affect any other provision of the Award Agreement, all of which shall remain valid and enforceable. Notwithstanding the foregoing, if a court of competent jurisdiction determines that the covenants contained in this Section 7 are unenforceable because they are overbroad in some respect, to the full extent permitted by applicable law, the court shall revise or reform any aspect of this Section 7 so as to make the scope of such Section 7 as broad as can be enforced under applicable law. A ruling that any provision of this Section 7 regarding post-employment obligations is unenforceable does not impact the Company’s ability to execute rights regarding forfeiture and clawback.

(g) In the event of an anticipated or actual breach by the Grantee of this Section 7, the Grantee acknowledges and agrees that damages would not be an adequate remedy to compensate Jabil for the harm to the business of Jabil and, in such event, agrees that Jabil shall be entitled to a temporary restraining order and to temporary injunctive relief to prevent or terminate such anticipated or actual breach, provided, however, that nothing in this Agreement shall be construed to limit any permanent relief to which Jabil may be entitled or the damages otherwise recoverable by Jabil in any such event.

(h) If the Grantee violates any aspect of this Section 7, or any duty of loyalty or confidentiality imposed by law, in addition to any damages that the Grantee may be required to pay, the Grantee understands and agrees that the Grantee shall be required to reimburse Jabil for all its costs incurred to enforce this Agreement, including but not limited to, all attorneys’ fees.

Notwithstanding the foregoing, no provision of this Section 7 is intended to or shall limit, prevent, impede or interfere with the Grantee’s non-waivable right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding Jabil’s past or future conduct, engage in any activities protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Grantee does not need prior authorization from the Company to make any such reports or disclosures and is not required to notify the Company that the Grantee has made such reports or disclosures.

8. Dividend Equivalents; Adjustments.

(a) Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of a Restricted Stock Unit, the Grantee will accrue dividend equivalents on Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) equal to the cash dividend or distribution that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding Share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Units to which they relate, and (ii) will be denominated and payable solely in cash. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes (subject to Section 9).

(b) Adjustments. The number of Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) credited to the Grantee shall be subject to adjustment by the Company, in accordance with Section 12 of the Plan, in order to preserve without enlarging the Grantee's rights with respect to such Restricted Stock Units. Any such adjustment shall be made taking into account any crediting of cash dividend equivalents to the Grantee under Section 8(a) in connection with such transaction or event. In the case of an extraordinary cash dividend, the Committee may determine to adjust the Grantee's Restricted Stock Units under this Section 8(b) in lieu of crediting cash dividend equivalents under Section 8(a). Restricted Stock Units credited to the Grantee as a result of an adjustment shall be subject to the same forfeiture and settlement terms as applied to the related Restricted Stock Units prior to the adjustment.

9. Responsibility for Taxes and Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates, if any. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of Shares, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or

(b) withholding in Shares to be delivered upon settlement; or

(c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable withholding rates but not exceeding the maximum statutory withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

10. Code Section 409A.

(a) General. Payments made pursuant to this Agreement are intended to be exempt from Section 409A of the Code or to otherwise comply with Section 409A of the Code. Accordingly, other provisions of the Plan or this Agreement notwithstanding, the provisions of this Section 10 will apply in order that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or otherwise comply with Code Section 409A. In addition, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all Restricted Stock Units, and related dividend equivalents and any other related rights, are exempt from or otherwise comply, and in operation comply, with Code Section 409A (including, without limitation, the avoidance of penalties thereunder). Other provisions of the Plan and this Agreement notwithstanding, the Company makes no representations that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or avoid any penalties that may apply under Code Section 409A, makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units and related dividend equivalents and any other related rights, and will not indemnify or provide a gross up payment to a Grantee (or his beneficiary) for any taxes, interest or penalties imposed under Code Section 409A. As applicable to U.S. taxpayers, other restrictions and limitations under any deferred compensation plan or general rules applicable to deferrals apply to electively deferred 409A RSUs and related dividend equivalents and, if those provisions apply and are compliant with Code Section 409A, they shall take precedence over inconsistent provisions of this Section 10.

(b) Restrictions on 409A RSUs. In the case of any 409A RSUs, the following restrictions will apply:

(i) Separation from Service. Any payment in settlement of the 409A RSUs that is triggered by a termination of Continuous Service (or other termination of employment) hereunder will occur only if the Grantee has had a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), with such separation from service treated as the termination for purposes of determining the timing of any settlement based on such termination.

(ii) Six-Month Delay Rule. The "six-month delay rule" will apply to 409A RSUs if these four conditions are met:

(A) the Grantee has a separation from service (within the meaning of Treasury Regulation § 1.409A-1(h)) for a reason other than death;

(B) a payment in settlement is triggered by such separation from service; and

(C) the Grantee is a "specified employee" under Code Section 409A.

If it applies, the six-month delay rule will delay a settlement of 409A RSUs triggered by separation from service where the settlement otherwise would occur within six months after the separation from service, subject to the following:

(D) any delayed payment shall be made on the date six months and one day after separation from service;

(E) during the six-month delay period, accelerated settlement will be permitted in the event of the Grantee's death and for no other reason (including no acceleration upon a Change in Control) except to the extent permitted under Code Section 409A; and

(F) any settlement that is not triggered by a separation from service, or is triggered by a separation from service but would be made more than six months after separation (without applying this six-month delay rule), shall be unaffected by the six-month delay rule.

(c) Other Compliance Provisions. The following provisions apply to Restricted Stock Units:

(i) Each tranche of Restricted Stock Units (including dividend equivalents accrued thereon) that potentially could vest at or following a Determination Date under Section 2 shall be deemed a separate payment for purposes of Code Section 409A.

(ii) The settlement of 409A RSUs may not be accelerated by the Company except to the extent permitted under Code Section 409A. The Company may, however, accelerate vesting (i.e., may waive the risk of forfeiture tied to termination of the Grantee's Continuous Service) of 409A RSUs, without changing the settlement terms of such 409A RSUs.

(iii) It is understood that Good Reason for purposes of this Agreement is limited to circumstances that qualify under Treasury Regulation § 1.409A-1(n)(2).

(iv) For U.S. taxpayers, any election to defer settlement of Restricted Stock Units must comply with the election timing rules under Code Section 409A.

(v) Any restriction imposed on 409A RSUs hereunder or under the terms of other documents solely to ensure compliance with Code Section 409A shall not be applied to a Restricted Stock Unit that is not a 409A RSU except to the extent necessary to preserve the status of such Restricted Stock Unit as not being a "deferral of compensation" under Code Section 409A.

(vi) If any mandatory term required for 409A RSUs or other RSUs, or related dividend equivalents or other related rights, to avoid tax penalties under Code Section 409A is not otherwise explicitly provided under this document or other applicable documents, such term is hereby incorporated by reference and fully applicable as though set forth at length herein.

(vii) In the case of any settlement of Restricted Stock Units during a specified period following the Determination Date or other date triggering a right to settlement, the Grantee shall have no influence (other than permitted deferral elections, as applicable to U.S. taxpayers) on any determination as to the tax year in which the settlement will be made.

(viii) In the case of any Restricted Stock Unit that is not a 409A RSU, if the circumstances arise constituting a Disability but termination of the Grantee's Continuous Service has not in fact resulted immediately without an election by the Grantee, then only the Company or a Subsidiary may elect to terminate the Grantee's Continuous Service due to such Disability.

(ix) If the Company has a right of setoff that could apply to a 409A RSU, such right may only be exercised at the time the 409A RSU would have been settled, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the settlement date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

11. Deferral. If permitted by the Administrator, for U.S. taxpayers, the issuance of the Shares issuable with respect to the Restricted Stock Units may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time, including but not limited to Section 409A of the Code and the Employee Retirement Income Security Act of 1974, as amended. Shares issuable with respect to electively deferred 409A RSUs, and related dividend equivalents, shall remain subject to the terms and conditions of this Agreement, and for this purpose shall be considered rights related to the 409A RSUs, to the extent applicable and not otherwise superseded by any deferred compensation plan or general rules applicable to electively deferred 409A RSUs, until such 409A RSUs are settled and the Shares issued, including but not limited to Sections 5, 6(d), 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17 of this Agreement

12. No Effect on Employment or Rights under the Plan. Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or any Subsidiary or affect any right which the Company or any Subsidiary may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Administrator, and the Grantee shall not in any circumstances have any right to be granted an Award.

13. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14. Successors; Severability; Entire Agreement; Headings. This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein. Subject to the terms and conditions of the Plan, any rules adopted by the Company or the Administrator and applicable to this Agreement and the terms of any elective deferral of the Grantee applicable to the Restricted Stock Units for U.S. taxpayers, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

15. Grantee Acknowledgements and Consents.

(a) Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests. In those jurisdictions where the Grantee's consent to the processing of the Grantee's personal data is required, the Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein.

Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is the Grantee's consent (where required) or that it is authorized by the Company's use of the standard data protection clauses adopted in accordance with applicable law.

Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations,

including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Voluntariness and Consequences of Consent Denial or Withdraw. The Grantee's participation in the Plan and his or her grant of consent, if required, if purely voluntary. The Grantee may reject participation in the Plan or withdraw the Grantee's consent, if applicable, at any time. If the Grantee rejects participation in the Plan, does not consent, if applicable, or withdraws his or her consent, if applicable, the Grantee may be unable to participate in the Plan. This would not affect the Grantee's existing employment or salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

(b) Voluntary Participation. The Grantee's participation in the Plan is voluntary. The value of the Restricted Stock Units is an extraordinary item of compensation. Unless otherwise expressly provided in a separate agreement between the Grantee and the Company or a Subsidiary, the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) Electronic Delivery and Acceptance. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ELECTRONIC DELIVERY OF THE PLAN, THE PROSPECTUS FOR THE PLAN AND OTHER DOCUMENTS RELATED TO THE PLAN (COLLECTIVELY, THE "PLAN DOCUMENTS"). THE COMPANY WILL DELIVER THE PLAN DOCUMENTS ELECTRONICALLY TO THE GRANTEE BY E-MAIL, BY POSTING SUCH DOCUMENTS ON ITS INTRANET WEBSITE OR BY ANOTHER MODE OF ELECTRONIC DELIVERY AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE CONSENTS AND AGREES THAT SUCH PROCEDURES AND DELIVERY MAY BE EFFECTED BY A BROKER OR THIRD PARTY ENGAGED BY THE COMPANY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO THE PLAN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ANY AND ALL PROCEDURES THE COMPANY HAS ESTABLISHED OR MAY ESTABLISH FOR ANY ELECTRONIC SIGNATURE SYSTEM FOR DELIVERY AND ACCEPTANCE OF ANY PLAN DOCUMENTS, INCLUDING THIS AGREEMENT, THAT THE COMPANY MAY ELECT TO DELIVER AND AGREES THAT HIS ELECTRONIC SIGNATURE IS THE SAME AS, AND WILL HAVE THE SAME FORCE AND EFFECT AS, HIS MANUAL SIGNATURE. THE COMPANY WILL SEND TO THE GRANTEE AN E-MAIL ANNOUNCEMENT WHEN THE PLAN DOCUMENTS ARE AVAILABLE ELECTRONICALLY FOR THE GRANTEE'S REVIEW, DOWNLOAD OR PRINTING AND WILL PROVIDE INSTRUCTIONS ON WHERE THE PLAN DOCUMENTS CAN BE FOUND. UNLESS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, THE GRANTEE WILL NOT INCUR ANY COSTS FOR RECEIVING THE PLAN DOCUMENTS ELECTRONICALLY THROUGH THE COMPANY'S COMPUTER NETWORK. THE GRANTEE WILL HAVE THE RIGHT TO RECEIVE PAPER COPIES OF ANY PLAN DOCUMENT BY SENDING A WRITTEN REQUEST FOR A PAPER COPY TO THE ADMINISTRATOR. THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY OF THE PLAN DOCUMENTS WILL BE VALID AND REMAIN EFFECTIVE UNTIL THE EARLIER OF (i) THE TERMINATION OF THE GRANTEE'S PARTICIPATION IN THE PLAN AND (ii) THE WITHDRAWAL OF THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE GRANTEE HAS THE RIGHT AT ANY TIME TO WITHDRAW HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS BY SENDING A WRITTEN NOTICE OF WITHDRAWAL TO THE ADMINISTRATOR. IF THE GRANTEE WITHDRAWS HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE, THE

COMPANY WILL RESUME SENDING PAPER COPIES OF THE PLAN DOCUMENTS WITHIN TEN (10) BUSINESS DAYS OF ITS RECEIPT OF THE WITHDRAWAL NOTICE. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE ACKNOWLEDGES THAT HE IS ABLE TO ACCESS, VIEW AND RETAIN AN E-MAIL ANNOUNCEMENT INFORMING THE GRANTEE THAT THE PLAN DOCUMENTS ARE AVAILABLE IN EITHER HTML, PDF OR SUCH OTHER FORMAT AS THE COMPANY DETERMINES IN ITS SOLE DISCRETION.

(d) Unfunded Plan. The Grantee acknowledges and agrees that any rights of the Grantee relating to the Grantee's Restricted Stock Units and related dividend equivalents and any other related rights shall constitute bookkeeping entries on the books of the Company and shall not create in the Grantee any right to, or claim against, any specific assets of the Company or any Subsidiary, nor result in the creation of any trust or escrow account for the Grantee. With respect to the Grantee's entitlement to any payment hereunder, the Grantee shall be a general creditor of the Company.

16. Additional Acknowledgements. By accepting this Agreement electronically, the Grantee and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. The Grantee has reviewed in its entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to electronically accepting this Agreement and fully understands all provisions of the Plan and this Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Agreement.

17. Country Appendix. Notwithstanding any provision of this Agreement to the contrary, this Restricted Stock Unit grant and any Shares issued pursuant to this Agreement shall be subject to the applicable terms and provisions as set forth in the Country Appendix attached hereto and incorporated herein, if any, for the Grantee's country of residence (and country of employment, if different).

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent, the Grantee acknowledges acceptance of, and consents to be bound by, the Plan and this Agreement, including the restrictive covenant provisions, and any other rules, agreements or other terms and conditions incorporated herein by reference.

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AWARD AGREEMENT

This Country Appendix ("Appendix") includes the following additional terms and conditions that govern the Grantee's Stock Award for all Grantees that reside and/or work in one of the countries listed below.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **October 2020**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Shares are delivered in settlement of the Restricted Stock Units, or the Grantee sells any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and none of the Company, its Subsidiaries, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country of residence and/or work may apply to the Grantee's situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Award, be drawn up in English. The Grantee further acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement, the Plan and any rules, procedures, forms or documents related to the Stock Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws. The Grantee agrees, as a condition of the grant of the Stock Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Shares acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Grantee. The Company and the Administrator reserve the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Shares acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Subsidiaries or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Finally, the Grantee agrees to take any and all actions as may be required to comply with the Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Stock Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Awards as a consequence of the commercial relationship between the Company and the Company's Subsidiary that employs the Grantee, and the Company's Subsidiary that employs the Grantee is the Grantee's sole employer. Based on the foregoing, the Grantee expressly recognizes that (a) the Plan and the

benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Subsidiary that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary that employs the Grantee.

Private Placement. The grant of the Stock Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The grant of the Stock Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards or benefits in lieu of the Stock Award even if Stock Awards have been granted repeatedly in the past.
- The future value of the Shares and any related dividend equivalents is unknown and cannot be predicted with certainty.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Stock Award or any of the Restricted Stock Units or related dividend equivalents, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Shares, and the Grantee irrevocably releases the Company, its Subsidiaries, the Administrator and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Shares delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

Terms and Conditions Applicable to All EU/EEA Jurisdictions, Switzerland and the United Kingdom

Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

(a) Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests.

(b) Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the United States ("U.S."), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

(c) International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is that it is authorized by the Company's participation in the EU-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission.

(d) Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

Notifications Applicable to Austria

Consumer Protection Information. If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Grantee may be entitled to revoke the Grantee's acceptance of the Agreement (and thereby revoke his acceptance of the Restricted Stock Units) under the conditions listed below:

(i) If the Grantee accepts the Stock Award, the Grantee may be entitled to revoke the Grantee's acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.

(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if the Grantee returns the Agreement to the Administrator or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.

Exchange Control Information. The Grantee may be required to comply with certain exchange control obligations if the Grantee holds securities (including Shares) or cash (including proceeds from the sale of such Shares) outside of Austria. If the transaction volume of all of the Grantee's accounts abroad meets or exceeds €10,000,000, the movement and balance of all accounts must be reported monthly to the Austrian National Bank, as of the last day of the month, on or before the fifteenth day of the following month using the prescribed form "*Meldungen SI-Forderungen und/oder SI-Verpflichturngen*."

Terms and Conditions Applicable to Canada

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, this Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

Securities Law Information. The Grantee is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the New York Stock Exchange).

Use of English Language. The Grantee acknowledges and agrees that it is the Grantee's express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir souhaité expressément que la convention ainsi les notices et la documentation juridique fournis ou mis en œuvre ou institués directement ou indirectement, relativement aux présentes, soient rédigés en anglais.*

Tax Reporting Information. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) to the Canada Revenue Agency on Form T1135 (Foreign Income Verification Statement) if the total cost of the Grantee's foreign specified property exceeds C$100,000 at any time in the year. The form must be filed by April 30th of the following year. Foreign specified property also includes unvested Restricted Stock Units (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property. The Grantee should consult with his or her personal tax advisor to determine his or her reporting requirements.

Termination of Employment. For purposes of the Stock Award, except as otherwise provided under applicable law, the date of the Grantee's termination of employment shall be the date that is the earliest of (i) the date on which the Grantee's employment is terminated, (ii) the date on which the Grantee receives notice of termination, or (iii) the date on which the Grantee is no longer actively providing services to the Company or any Subsidiary, regardless of any notice period or period of pay in lieu of such notice required under applicable employment laws in the jurisdiction where the Grantee is employed (including, but not limited to statutory law, regulatory law and/or common law) or the terms of the Grantee's employment agreement, if any. The Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Grantee's right to vest in the Stock Award under the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

Data Privacy. The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Terms and Conditions Applicable to China

Satisfaction of Regulatory Obligations. If the Grantee is a national of the Peoples' Republic of China ("PRC"), this Restricted Stock Unit grant is subject to additional terms and conditions, as determined by the Company in its sole discretion, in order for the Company to obtain the applicable approvals from the PRC State Administration of Foreign Exchange ("SAFE") to permit the operation of the Plan in accordance with applicable PRC exchange control laws and regulations.

Immediate Sale of Shares. If the Grantee is a PRC national, he or she may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. The Grantee understands and agrees that, if the Grantee is subject to exchange control laws in China, the Grantee will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Grantee further understands that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and he or she hereby consents and agrees that

proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on his or her behalf prior to being delivered to the Grantee and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Grantee in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Grantee understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid in local currency, the Grantee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Grantee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Grantee. The Grantee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Grantee may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Stock Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Terms and Conditions Applicable to Denmark

Treatment of Stock Awards Upon Termination of Employment. Notwithstanding any provision in the Agreement or the Plan to the contrary, if the Grantee is determined to be an "Employee," as defined in Section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Stock Award upon the Grantee's termination of employment may be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Plan governing the treatment of the Stock Award upon termination of employment are more favorable, then the provisions of the Agreement or the Plan shall govern.

Foreign Asset / Account Reporting Information. The new Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated individuals to inform the Danish Tax Administration about shares held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the relevant Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts.

However, the Grantee must still report foreign bank/broker accounts and their deposits, as well as shares held in a foreign bank or broker account in the Grantee's tax return under the section on foreign affairs and income.

Terms and Conditions Applicable to France

Tax Information. The Stock Award is not intended to be a French-qualified award.

Language Consent. By accepting the Award and the Agreement, which provides for the terms and conditions of the Award, the Grantee confirms having read and understood the documents relating to this grant (the Plan and the Agreement, including this Appendix) which were provided in English language. The Grantee accepts the terms of those documents accordingly. *En acceptant l'Attribution et ce Contrat qui contient les termes et conditions de l'Attribution, le Bénéficiaire confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat, ainsi que la présente Annexe) qui vous ont été transmis en langue anglaise. Le Bénéficiaire acceptez ainsi les conditions et termes de ces documents.*

Foreign Asset / Account Reporting Information. The Grantee should report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his / her annual tax return. The Grantee should consult his / her personal advisor to ensure compliance with applicable reporting obligations.

Notifications Applicable to Germany

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). The Grantee understands that in the event he or she receives a payment in excess of this amount in connection with the sale of securities (including Shares acquired under the Plan), the Grantee must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Foreign Asset/Account Reporting Information. If the Grantee's acquisition of shares under the Plan leads to a so-called qualified participation at any point during the calendar year, the Grantee will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if the value of the shares acquired exceeds €150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

IMPORTANT NOTICE. WARNING: The Agreement, the Plan and all other materials pertaining to the Plan have not been reviewed by any regulatory authority in Hong Kong. The Grantee understands that the Grantee is hereby advised to exercise caution in relation to the offering thereunder and that if the Grantee has any doubts about any of the contents of the aforementioned materials, the Grantee should obtain independent professional advice.

Notifications Applicable to Ireland

Director Notification Requirement. If the Grantee is a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Section 53 of the Irish Company Act 1990, the Grantee must notify the Irish subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units or Shares), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).

Terms and Conditions Applicable to Israel

Immediate Sale of Shares. Notwithstanding anything to the contrary in the Agreement, the Grantee may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee.

Securities Law Information. The grant of the Restricted Stock Units does not constitute a public offering under the Securities Law, 1968.

Terms and Conditions Applicable to Italy

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (such as cash or Restricted Stock Units) during any fiscal year which may generate income taxable in Italy (or if the Grantee is the beneficial owner of such an investment or asset even if the Grantee does not directly hold the investment or asset), the Grantee is required to report such investments or assets on his / her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Grantee is not required to file a tax return). The Grantee should consult with his / her personal tax advisor as to whether the reporting obligation applies to the Grantee and whether he / she will be required to report details of any outstanding Stock Awards or Shares held by the Grantee outside of Italy in the Grantee's relevant annual tax return.

Foreign Asset Tax Information. The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets (*e.g.*, Shares) assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets held abroad does not exceed a certain threshold.

Notifications Applicable to Malaysia

Director Reporting Requirement. If the Grantee is a director of the local affiliate in Malaysia, the Grantee has an obligation to notify the local affiliate in Malaysia in writing: (i) when the Grantee is granted a Stock Award under the Plan, (ii) when the Grantee's Restricted Stock Units are settled and the Grantee receives Shares, (iii) when Shares are sold or (iv) when there is an event giving rise to a change with respect to the Grantee's interest in the Company. The Grantee must provide this notification within 14 days of the date the interest is acquired or disposed of or the occurrence of the event giving rise to the change to enable the local affiliate in Malaysia to comply with the relevant requirements of the Malaysian authorities. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.

Notifications Applicable to Mexico

Commercial Relationship. The Grantee expressly acknowledges that the Grantee's participation in the Plan and the Company's grant of the Stock Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Award as a consequence of the commercial relationship between the Company and the Subsidiary in Mexico that employs the Grantee, and the Company's Subsidiary in Mexico that employs is the Grantee's sole employer. Based on the foregoing: (a) the Grantee expressly acknowledges that the Plan and the benefits derived from participation in the Plan do not establish any rights between the Grantee and the Subsidiary in Mexico that employs the Grantee; (b) the Plan and the benefits derived from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Grantee; and (c) any modifications or amendments of the Plan or benefits granted thereunder by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary in Mexico that employs the Grantee.

Extraordinary Item of Compensation. The Grantee expressly recognizes and acknowledges that the Grantee's participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as the Grantee's free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Agreement and this Appendix. As such, the Grantee acknowledges and agrees that the Company, in its sole discretion, may amend and/or discontinue the Grantee's participation in the Plan at any time and without any liability. The value of the Restricted Stock Units is an extraordinary item of compensation outside the scope of the Grantee's employment contract, if any. The Restricted Stock Units are not part of the Grantee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Grantee.

Securities Law Information. The Restricted Stock Units and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement, this Appendix and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Grantee only because of the Grantee's existing relationship with the Company and its subsidiaries and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of the Company or its subsidiaries made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

Terms and Conditions Applicable to the Netherlands

Waiver of Termination Rights. The Grantee hereby waives any and all rights to compensation or damages as a result of the Grantee's termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) the Grantee ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

Notifications Applicable to Singapore

Director Notification Obligation. The Grantee acknowledges that if he / she is a director or shadow director of a Subsidiary in Singapore, the Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Grantee receives an interest (e.g., Restricted Stock Units, Shares) in the Company. In addition, the Grantee acknowledges that he / she must notify the Subsidiary in Singapore when he / she sells Shares. These notifications must be made within two days of acquiring or disposing of an interest in the Company. In addition, the Grantee acknowledges that he / she must make a notification of the Grantee's interest in the Company within two days of becoming a director. If the Grantee is the Chief Executive Officer ("CEO") of a Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply to the Grantee.

Securities Law Information. The Restricted Stock Units are being granted to grantees pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Grantee should note that the Restricted Stock Units are subject to section 257 of the SFA and the Grantee will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of Shares subject to the Restricted Stock Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

Terms and Conditions Applicable to Sweden

Authorization to Withhold. This provision supplements Section 9 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 9 of the Agreement, by accepting the Restricted Stock Units, the Grantee authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Grantee upon settlement/vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

Notifications Applicable to Switzerland

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of the Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units (a) constitutes a prospectus as such term is understood pursuant to article 35 et. seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any other Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority "FINMA".

Notifications Applicable to Taiwan

Securities Law Information. The offer to participate in the Plan is available only for employees of the Company and its Subsidiaries. The offer to participate in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.

Terms and Conditions Applicable to the United Kingdom

Responsibility for Taxes. This provision supplements Section 9 of the Agreement:

Without limitation to Section 9 of the Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such taxes, as and when requested by the Company or (if different) the Grantee's employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also hereby agrees to indemnify and keep indemnified the Company and (if different) the Grantee's employer against any such taxes that they are required to pay or withhold on the Grantee's behalf or have paid or will pay to the HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or executive officer (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Grantee is a director or executive officer and income tax due is not collected from or paid by the Grantee within 90 days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to the Grantee on which additional income tax and national insurance contributions may be payable. The Grantee acknowledges that the Grantee ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or (if different) the Grantee's employer for the value of any employee national insurance contributions due on this additional benefit, which the Company or (if different) the Grantee's employer may recover from the Grantee at any time thereafter by any of the means referred to in the Agreement.

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(PBRSU EPS- EXECUTIVE)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of [, 2021] (the "Grant Date") between JABIL INC. a Delaware corporation (the "Company") and _____ (the "Grantee").

Background Information

A. The Board of Directors (the "Board") and stockholders of the Company previously adopted the Jabil Inc. 2021 Equity Incentive Plan (the "Plan").

B. Section 3 of the Plan provides that the Administrator shall have the discretion and right to grant Awards, including Stock Unit Awards representing rights to receive shares, to any Employees or Non-Employee Directors, subject to the terms and conditions of the Plan and any additional terms provided by the Administrator. The Administrator has made a Stock Unit Award to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement.

C. The Grantee desires to accept the Stock Unit Award and agrees to be bound by the terms and conditions of the Plan and this Agreement.

D. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Agreement

1. Restricted Stock Units. Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee under Section 10 of the Plan ____ restricted stock units (the "Restricted Stock Units") as of the Grant Date. Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit becomes vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and non-forfeitable and such Shares are delivered to the Grantee in accordance with Section 4 of this Agreement. The Grantee is required to pay no cash consideration for the grant of the Restricted Stock Units. The Grantee acknowledges and agrees that (i) the Restricted Stock Units and related rights are nontransferable as provided in Section 5 of this Agreement, (ii) the Restricted Stock Units are subject to forfeiture in the event the Grantee's Continuous Service terminates in certain circumstances, as specified in Section 6 of this Agreement, (iii) sales of Shares delivered in settlement of the Restricted Stock Units will be subject to the Company's policies regulating trading by Employees, including any applicable blackout or other designated periods in which sales of Shares are not permitted, (iv) Shares delivered in settlement will be subject to the Restrictive Covenants specified in Section 7 of this Agreement and any recoupment or Clawback Policy, including the forfeiture and clawback rights specified in Section 6 of this Agreement, regardless of whether such recoupment or Clawback Policy is applied with prospective or retroactive effect, and (v) any entitlement to dividend equivalents will be in accordance with Section 8 of this Agreement. The extent to which the Grantee's rights and interest in the Restricted Stock Units becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement except as otherwise provided in Sections 6 and 7 of this Agreement.

2. Vesting.

(a) Except as may be otherwise provided in Section 3 or Section 6 or Section 7 of this Agreement, the extent to which the Grantee's interest in the Restricted Stock Units becomes vested and non-forfeitable shall be based upon the satisfaction of the performance goal specified in this Section 2 (the "Performance Goal"). The Performance Goal shall be based upon the Cumulative EPS ("Cumulative EPS") of the Company's adjusted core earnings per share

(as defined below) during the three-year period beginning [September 1, 2021] and ending on [August 31, 2024] (the "Performance Period"). The Cumulative EPS for the Performance Period shall be measured on [August 31, 2024] ("Measurement Date") (subject to adjustment under Section 8(b)). For purposes of this Agreement, "adjusted core earnings per share" means the Company's net income determined under U.S. generally accepted accounting principles ("GAAP"), adjusted to exclude the following: (1) amortization of intangible assets, (2) stock-based compensation expense and related charges, (3) goodwill impairment charges, net of any tax related implications, (4) the cumulative effect of changes in GAAP and/or tax laws and regulations not previously contemplated in the Company's Cumulative EPS target and (5) any other unusual or nonrecurring gains or losses which are separately identified and quantified, including the acquisition and integration costs associated with Project Dayton and charges associated with the previously approved Board restructuring plans, divided by the weighted average number of outstanding shares determined in accordance with GAAP. Notwithstanding anything to the contrary contained in the preceding sentence, in the event that, as determined in the sole discretion of the Compensation Committee of the Board (the "Committee") and due to a required change in GAAP, tax laws and regulations or an extraordinary and material event in the Company's business (each of the foregoing events being referred to herein as a "Material Event"), "adjusted core earnings per share" determined after the occurrence of a Material Event would be materially different as a result of the occurrence thereof, the Committee may instruct the Company to determine "adjusted core earnings per share" for such period, solely for purposes of this Agreement, as if the Material Event had not happened or was not effective. Such instruction may be limited to apply to fiscal years in which the cumulative effect did not account for the occurrence of the Material Event.

(b) The portion of the Grantee's rights and interest in the Restricted Stock Units, if any, that becomes vested and non-forfeitable on the Determination Date (as defined below) following the Performance Period shall be determined at the Measurement Date in accordance with the following schedule:

Cumulative EPS for Three Fiscal Years Beginning [September 1, 2021] and Ending [August 31, 2024]	**Percentage of Shares Vested**
Below $XX	
$XX	
$XX	
$XX	

Notwithstanding the foregoing schedule, no fractional Shares shall be issued, and subject to the preceding limitation on the number of Shares available under this Agreement (that is, 150 percent of the related Shares), any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share.

(c) The applicable portion of the Restricted Stock Units shall become vested and non-forfeitable in accordance with this Section 2, subject to the Committee determining that the Performance Goal and all other conditions for the vesting of the Restricted Stock Units have been satisfied; provided the Grantee's Continuous Service has not terminated before the date on which the Committee determines that the Performance Goal and all other conditions for the vesting of the Restricted Stock Units have been satisfied, which shall be no later than ninety (90) days after the last day of the Performance Period ("Determination Date"). The Committee shall make this determination, provided that, for any Grantee who is not an "officer" of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, the determination may be made by (i) such Grantee's divisional Executive Vice President or Chief Executive Officer, (ii) the Chief Operating Officer of the Company or by (iii) the President of the Company (each, an "Authorized Officer"). The Committee's or Authorized Officer's good faith determination shall be final, binding and conclusive on all persons, including, but not limited to, the Company and the Grantee. The Committee or such Authorized Officer may, in its discretion, reduce the amount of compensation otherwise to be paid or earned in connection with this award, notwithstanding the level of achievement of the Performance Goal or any contrary provision of the Plan; provided no such reduction may be made after a Change in Control. The Grantee shall not be entitled to any claim or recourse if any action or inaction by the Company, or any other circumstance or event, including any circumstance or event outside the control of the Grantee, adversely affects the ability of the Company or the Grantee to satisfy the Performance Goal or in any way prevents the satisfaction of the Performance Goal.

3. Change in Control. In the event of a Change in Control, any portion of the Restricted Stock Units that is not yet vested on the date such Change in Control is determined to have occurred:

(a) shall become fully vested on the first anniversary of the date of such Change in Control (the "Change in Control Anniversary") if the Grantee's Continuous Service does not terminate prior to the Change in Control Anniversary;

(b) shall become fully vested on the Date of Termination if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company without Cause or resignation by the Grantee for Good Reason; or

(c) shall not become fully vested if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company for Cause or resignation by the Grantee without Good Reason, but only to the extent such Restricted Stock Units have not previously become vested.

For purposes of this Agreement, the references to "fully vested" refer to vesting of the number of Restricted Stock Units that would vest upon achievement of the maximum level of achievement of the Performance Goal under Section 2 at the Measurement Date. This Section 3 shall supersede the standard vesting provision contained in Section 2 of this Agreement only to the extent that it results in accelerated vesting of the Restricted Stock Units, and it shall not result in a delay of any vesting or non-vesting of any Restricted Stock Units that otherwise would occur at the Measurement Date during the Performance Period under the terms of the standard vesting provision contained in Section 2 of this Agreement.

For purposes of this Section 3, the following definitions shall apply:

(d) "Cause" means:

(i) The Grantee's conviction of a crime involving fraud or dishonesty; or

(ii) The Grantee's continued willful or reckless material misconduct in the performance of the Grantee's duties after receipt of written notice from the Company concerning such misconduct;

provided, however, that for purposes of Section 3(d)(ii), Cause shall not include any one or more of the following: bad judgment, negligence or any act or omission believed by the Grantee in good faith to have been in or not opposed to the interest of the Company (without intent of the Grantee to gain, directly or indirectly, a profit to which the Grantee was not legally entitled).

4. Timing and Manner of Settlement of Restricted Stock Units.

(a) Settlement Timing. Unless and until the Restricted Stock Units become vested and non-forfeitable in accordance with Section 2, Section 3 or Section 6 of this Agreement, the Grantee will have no right to settlement of any such Restricted Stock Units. Restricted Stock Units will be settled under this Section 4 by the Company delivering to the Grantee (or his beneficiary in the event of death) a number of Shares equal to the number of Restricted Stock Units that have become vested and non-forfeitable and are to be settled at the applicable settlement date. In the case of Restricted Stock Units that become vested and non-forfeitable at the Determination Date in accordance with Section 2 of this Agreement (including Restricted Stock Units not forfeited by operation of Section 6(a) or 6(c)), such Restricted Stock Units will be settled at a date that is as prompt as practicable after the Determination Date but in no event later than two and one-half (2-1/2) months after the Determination Date (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date is referred to herein as "Prompt Settlement"). The settlement of Restricted Stock Units that become vested and non-forfeitable in circumstances governed by Section 3 or Section 6(b) will be as follows:

(i) Restricted Stock Units that do not constitute a deferral of compensation under Code Section 409A will be settled as follows:

(A) Restricted Stock Units that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled within the period extending to not later than two and one-half (2-1/2) months after the later of the end of calendar year or the end of the Company's fiscal year in which death occurred; and

(B) Restricted Stock Units that become vested in accordance with Section 3(a) (on the Change in Control Anniversary) or Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date under Section 3(a) or 3(b).

(ii) Restricted Stock Units that constitute a deferral of compensation under Code Section 409A ("409A RSUs") will be settled as follows:

(A) 409A RSUs that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled on the 30th day after the date of the Grantee's death;

(B) 409A RSUs that become vested in accordance with Section 3(a) (on the Change in Control Anniversary), if in connection with the Change in Control there occurred a change in the ownership of the Company, a change in effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as defined in Treasury Regulation § 1.409A-3(i)(5) (a "409A Change in Control"), will be settled in a Prompt Settlement following the first anniversary of the 409A Change in Control, and if there occurred no 409A Change in Control in connection with the Change in Control, such 409A RSUs will be settled in a Prompt Settlement following the earliest of the Determination Date, one year after a 409A Change in Control not related to the Change in Control or the termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule); and

(C) 409A RSUs that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule).

(b) Manner of Settlement. The Company may make delivery of shares of Common Stock in settlement of Restricted Stock Units by either delivering one or more certificates representing such Shares to the Grantee (or his beneficiary in the event of death), registered in the name of the Grantee (and any joint name, if so directed by the Grantee), or by depositing such Shares into a stock brokerage account maintained for the Grantee (or of which the Grantee is a joint owner, with the consent of the Grantee). In no event will the Company issue fractional Shares.

(c) Effect of Settlement. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that have been paid and settled. Although a settlement date or range of dates for settlement are specified above in order to be exempt from or comply with Code Section 409A, the Company retains discretion to determine the settlement date, and no Grantee or beneficiary of a Grantee shall have any claim for damages or loss by virtue of the fact that the market price of Common Stock was higher on a given date upon which settlement could have been made as compared to the market price on or after the actual settlement date (any claim relating to settlement will be limited to a claim for delivery of Shares and related dividend equivalents).

5. Restrictions on Transfer. The Grantee shall not have the right to make or permit to occur any transfer, assignment, pledge, hypothecation or encumbrance of all or any portion of the Restricted Stock Units, related rights to dividend equivalents or any other rights relating thereto, whether outright or as security, with or without consideration, voluntary or involuntary, and the Restricted Stock Units, related rights to dividend equivalents and other rights relating thereto, shall not be subject to execution, attachment, lien, or similar process; provided, however, the Grantee will be entitled to designate a beneficiary or beneficiaries to receive any settlement in respect of the Restricted Stock Units upon the death of the Grantee, in the manner and to the extent permitted by the Administrator. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture and Clawback. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his rights and interest in the Restricted Stock Units and related dividend equivalents if his Continuous Service terminates for any reason before the Restricted Stock Units become vested in accordance with Section 2 or Section 3 of this Agreement or if the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if

the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, including but not limited to a substantial violation of the Company's Code of Conduct. If the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares of Common Stock issued, and related dividend equivalents and any other related rights. The forfeiture and clawback rights under this Section apply irrespective of whether the conduct was discovered during the course of the Grantee's employment.

(a) Retirement. In the event of the Grantee's Retirement in accordance with the terms and conditions set forth in this Section 6(a), the Grantee's Continuous Service shall be treated as not having terminated for a number of years determined in accordance with this Section 6(a) for purposes of application of the vesting provisions of this Agreement. For purposes of this Section 6(a), an "EU Executive" is a Grantee who resides and/or works in a European Union jurisdiction and a "Non-EU Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union.

For purposes of this Section 6(a), "Retirement" for an EU Executive means termination of the EU Executive's Continuous Service after the Grant Date or the end of the Company fiscal year in the Performance Period at which the EU Executive has completed twenty (20) Full Years of Continuous Service.

For purposes of this Section 6(a), "Retirement" for a Non-EU Executive means termination of the Non-EU Executive's Continuous Service after the earliest of:

(i) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age fifty (50) and completed fifteen (15) Full Years of Continuous Service;

(ii) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age fifty-eight (58) and completed ten (10) Full Years of Continuous Service; or

(iii) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age sixty-two (62) and completed five (5) Full Years of Continuous Service.

For purposes of this Section 6(a), "Full Year" means a twelve-month period beginning on the date of the Grantee's commencement of service for the Company or a Subsidiary and each anniversary thereof. Except as otherwise provided in this Section 6(a), the time period of Continuous Service for a Grantee whose service with the Company or a Subsidiary terminates and who subsequently returns to service with the Company or a Subsidiary shall include all time periods of the Grantee's service for the Company or a Subsidiary for purposes of this Section 6(a). This Section 6(a) will only apply to a Retirement if the Grantee's Continuous Service does not terminate due to Cause as defined in this Agreement. In addition, this Section 6(a) will only apply to a Retirement if the Grantee executes the agreement, if any, required under Section 6(d). For a Grantee who became an Employee or Non-Employee Directors of the Company or a Subsidiary following the acquisition of his or her employer by the Company or a Subsidiary, service with the acquired employer shall not count toward the number of years of the Grantee's Continuous Service for purposes of this Section 6(a), and Continuous Service shall be measured from the commencement of the Grantee's service for the Company or a Subsidiary following such acquisition. For purposes of this Section 6(a), the number of years of the Grantee's Continuous Service shall also include service with Jabil Circuit Co., a Michigan corporation and predecessor to the Company, and any Predecessor Subsidiary. For purposes of this Section 6(a), "Predecessor Subsidiary" means a company of which not less than fifty percent (50%) of the voting shares were held by Jabil Circuit Co. or a Predecessor Subsidiary. For purposes of this Section 6(a), for a Grantee who subsequent to the Grant Date performs service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that no longer includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary ("Subsequent Non-Officer Service"), the time period of such Grantee's Continuous Service shall not include the time period of any such Subsequent Non-Officer Service, but shall include any time period during which such Grantee subsequently resumes service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary.

If this Section 6(a) applies to an EU Executive's Retirement, the EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the EU Executive's age and full years of Continuous Service at the later of the Grant Date or the Company's fiscal year-end next preceding the effective date of the Retirement:

Full Years of Continuous Service		
20 Years	**25 Years**	**30 or More Years**
2 years	3 years	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because such Restricted Stock Units remain unvested (and not previously forfeited) at the effective date of the Retirement will not be forfeited if the Determination Date would have been reached had the EU Executive remained in Continuous Service for the additional period specified in the table above. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. Any portion of the Restricted Stock Units that could not potentially become vested under Section 2 assuming the EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. The death of the EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

If this Section 6(a) applies to a Non-EU Executive's Retirement, the Non-EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the Non-EU Executive's age and full years of Continuous Service at the later of the Grant Date or the Company's fiscal year-end next preceding the effective date of the Retirement:

	Full Years of Continuous Service			
Age	**5 Years**	**10 Years**	**15 Years**	**20 or More Years**
50 – 54	None	None	1 year	2 years
55 – 57	None	None	2 years	Full vesting period
58 – 61	None	2 years	3 years	Full vesting period
62 or Older	Full vesting period	Full vesting period	Full vesting period	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because such Restricted Stock Units remain unvested (and not previously forfeited) at the effective date of the Retirement will not be forfeited if the Determination Date would have been reached had the Non-EU Executive remained in Continuous Service for the additional period specified in the table above. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. Any portion of the Restricted Stock Units that could not potentially become vested under Section 2 assuming the Non-EU Executive's Continuous

Service as set forth in the above table will be forfeited upon Retirement. The death of the Non-EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in any jurisdiction that likely would result in the Retirement treatment that otherwise would apply to the Restricted Stock Units pursuant to this Section 6(a) being deemed unlawful and/or discriminatory, then the Company will not apply the Retirement treatment at the time of Grantee's termination and the Restricted Stock Units will be treated as they would under the rules that otherwise would have applied if Grantee did not qualify as Retirement eligible.

(b) Death. In the event that the Grantee's Continuous Service terminates due to death at a time that the Grantee's Restricted Stock Units have not yet vested, a pro rata portion of the Grantee's Restricted Stock Units shall vest as follows: First, for purposes of Section 2, the Company shall determine the actual level of the Performance Goal achieved (such determination may be by means of a good faith estimate) as of the Company's fiscal quarter-end coincident with or next preceding the Grantee's death (or, if the Grantee's death occurs in the first fiscal quarter of the Performance Period, then the Company's fiscal quarter-end coincident with or next following the Grantee's death) and calculating, on a preliminary basis, the resulting number of Restricted Stock Units that would have become vested (based on such calculation) as of the Determination Date. Second, a pro rata portion of that number of Restricted Stock Units will be calculated by multiplying that number by a fraction, the numerator of which is the number of months from the first day of the Performance Period through the date of death (rounding any partial month to the next whole month) and the denominator of which is [36]. No fractional Shares shall be issued, and subject to the limitation under Section 2(b) on the number of related Shares available under this Agreement (that is, 150 percent of the related Shares), any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share. Any Restricted Stock Units that were unvested at the date of death and that exceed the pro rata portion of the Restricted Stock Units that become vested under this Section 6(b) shall be forfeited.

(c) Disability. In the event that the Grantee's Continuous Service terminates due to Disability at a time that the Grantee's Restricted Stock Units have not yet vested, a pro rata portion of the Grantee's Restricted Stock Units shall remain outstanding and shall be eligible for future vesting based on the actual level of achievement in the Performance Period, provided, however, that non-forfeiture of such Restricted Stock Units will only apply if the Grantee executes the agreement, if any, required under Section 6(d). The pro rata portion shall be calculated by multiplying the number of Restricted Stock Units originally granted by a fraction, the numerator of which is the number of months from the first day of the Performance Period through the date of termination (rounding any partial month to the next whole month) and the denominator of which is [36]. No fractional Shares shall be issued, and subject to the limitation under Section 2(b) on the number of related Shares available under this Agreement (that is, 150 percent of the related Shares), any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. The death of the Grantee following a termination governed by this Section 6(c), or a Change in Control following such termination, shall not increase or decrease the number of Restricted Stock Units forfeited or not forfeited under this Section 6(c), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(c) in accordance with Section 4. Any Restricted Stock Units that at any time after the date of a termination governed by this Section 6(c) exceed the pro rata portion of the Restricted Stock Units that remain outstanding and potentially subject to future vesting under this Section 6(c) shall be forfeited.

(d) Execution of Separation Agreement and Release. Unless otherwise determined by the Administrator, as a condition to the non-forfeiture of Restricted Stock Units upon Retirement under Section 6(a) or upon a termination due to Disability under Section 6(c), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Administrator, setting forth updated or revised covenants relating to noncompetition, nonsolicitation, nondisparagement, confidentiality and similar covenants for the protection of the Company's business, and releasing the Company from liability in connection with the Grantee's termination. Such agreement shall provide for the forfeiture and/or clawback of the Restricted Stock Units, and the Shares of Common Stock issued or issuable in settlement of the Restricted Stock Units, and related dividend equivalents and any other related rights, in the event of the Grantee's failure to comply with the terms of such agreement. The Administrator will provide the form of such agreement to the Grantee, and the Grantee must execute and return such form within the period specified by law and not revoke such agreement within any permitted revocation period (the end of these

periods being the "Agreement Effectiveness Deadline"). If any Restricted Stock Units subject to Section 6(a) or 6(c) or related rights would be required to be settled before the Agreement Effectiveness Deadline, the settlement shall not be delayed pending the receipt and effectiveness of the agreement, but any such Restricted Stock Units or related rights settled before such receipt and effectiveness shall be subject to clawback in the event that the agreement is not received and effective and not revoked by the Agreement Effectiveness Deadline.

7. Restrictive Covenants. The Company and including its Subsidiaries ("Jabil") is the owner and possessor of numerous trade secrets and highly-sensitive business information about its finances, operations, business development / acquisition / divestiture / merger methods and strategies, customers (and potential customers), vendors (and potential vendors), employees, contractors and consultants and other matters that could be valuable to Jabil's competitors. The Grantee is in possession of such sensitive information acquired during Jabil employment and, further, the Grantee has developed valuable contacts and relationships with Jabil customers (and potential customers), vendors (and potential vendors), acquisition targets and representatives, employees, contractors and consultants.

(a) As the Award is intended to encourage the Grantee to continue employment with Jabil, during which time the Grantee will have access to Jabil's confidential information and trade secrets, during the term of the Grantee's employment and for a period of **one (1)** year following the separation from employment, regardless of the reason for or the manner of termination, the Grantee shall not, without the written consent of the General Counsel of the Company or his/her designee:

(i) perform duties or undertake responsibilities in any capacity for a Competitor in the same countries or regions that the Grantee previously performed services during the two (2) year period preceding Grantee's separation from employment that are the same or substantially similar to those duties or responsibilities that the Grantee performed or undertook for Jabil during such two (2) year period;

(ii) interfere with or engage in any activity to persuade or attempt to persuade any person or entity that has a business relationship with Jabil to not do business with or cease doing business with Jabil, to reduce the amount of business historically done with Jabil or to otherwise alter the actual business relationship with Jabil; or

(iii) solicit any Jabil employee to end or modify his/her relationship with Jabil for employment outside of Jabil.

(b) Unless compelled by subpoena, Grantee will not at any time use or talk about, write about, disclose in any manner or publicize:

(i) Jabil's business, operations or employment data, policies or practices; or

(ii) The proprietary or trade secret or confidential information of Jabil (including without limitation merger and acquisition strategies, methods, and plans), or of its customers, vendors, merger/acquisition candidates, employees, contractors or consultants.

(c) As used herein, "Competitor" means

any individual or entity which competes with Jabil or any customers of Jabil with whom Grantee had substantial contact during the two (2) year period preceding Grantee's separation from Jabil; or any of their current or future parents, subsidiaries, divisions, or direct or indirect affiliates ("affiliates" to include any entity in which the named entity has or from time to time may have a majority equity interest) anywhere in the world.

The foregoing restrictions shall not apply if the Grantee resides and/or primarily works in the State of California.

(d) During the period of one (1) year following termination of the Grantee's employment with Jabil, the Grantee agrees to notify the Company in writing prior to accepting new employment, or engaging in any other activity which may violate this Agreement, and the Grantee agrees to provide in such notice information concerning the anticipated new employment or activity, including, but not limited to: name of employer; address of employer; job title; and scope and responsibilities of the new position. The Grantee recognizes that such duty of notification is not

affected by the Grantee's belief that such employment may perhaps not violate this Agreement or otherwise be unfairly competitive with Jabil. The Grantee's written notice should be addressed to General Counsel of the Company. Provided, however, the foregoing notice requirement shall not apply if the Grantee resides and/or primarily works in the State of California.

(e) During the period of one (1) year following termination of the Grantee's employment with Jabil, the Grantee shall provide a copy of Section 7 of this Award Agreement to each new employer before starting in any new employment. The Grantee agrees that the Company may notify any third party about the Grantee's obligations under Section 7 of this Award Agreement until such obligations are fulfilled.

(f) If any provision of this Section 7 is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed to be severed from the Award Agreement and such invalidity, illegality or unenforceability will not affect any other provision of the Award Agreement, all of which shall remain valid and enforceable. Notwithstanding the foregoing, if a court of competent jurisdiction determines that the covenants contained in this Section 7 are unenforceable because they are overbroad in some respect, to the full extent permitted by applicable law, the court shall revise or reform any aspect of this Section 7 so as to make the scope of such Section 7 as broad as can be enforced under applicable law. A ruling that any provision of this Section 7 regarding post-employment obligations is unenforceable does not impact the Company's ability to execute rights regarding forfeiture and clawback.

(g) In the event of an anticipated or actual breach by the Grantee of this Section 7, the Grantee acknowledges and agrees that damages would not be an adequate remedy to compensate Jabil for the harm to the business of Jabil and, in such event, agrees that Jabil shall be entitled to a temporary restraining order and to temporary injunctive relief to prevent or terminate such anticipated or actual breach, provided, however, that nothing in this Agreement shall be construed to limit any permanent relief to which Jabil may be entitled or the damages otherwise recoverable by Jabil in any such event.

(h) If the Grantee violates any aspect of this Section 7, or any duty of loyalty or confidentiality imposed by law, in addition to any damages that the Grantee may be required to pay, the Grantee understands and agrees that the Grantee shall be required to reimburse Jabil for all its costs incurred to enforce this Agreement, including but not limited to, all attorneys' fees.

Notwithstanding the foregoing, no provision of this Section 7 is intended to or shall limit, prevent, impede or interfere with the Grantee's non-waivable right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding Jabil's past or future conduct, engage in any activities protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Grantee does not need prior authorization from the Company to make any such reports or disclosures and is not required to notify the Company that the Grantee has made such reports or disclosures.

8. Dividend Equivalents; Adjustments.

(a) Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of a Restricted Stock Unit, the Grantee will accrue dividend equivalents on Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) equal to the cash dividend or distribution that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding Share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Units to which they relate, and (ii) will be denominated and payable solely in cash. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes (subject to Section 9).

(b) Adjustments. The number of Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) credited to the Grantee, and each adjusted core earnings per share amount and Cumulative EPS amount specified for purposes of the Performance Goal, shall be subject to adjustment by the Company, in accordance with Section 12 of the Plan, in order to preserve without enlarging the Grantee's rights with

respect to such Restricted Stock Units. Any such adjustment shall be made taking into account any crediting of cash dividend equivalents to the Grantee under Section 8(a) in connection with such transaction or event. In the case of an extraordinary cash dividend, the Committee may determine to adjust the Grantee's Restricted Stock Units under this Section 8(b) in lieu of crediting cash dividend equivalents under Section 8(a). Restricted Stock Units credited to the Grantee as a result of an adjustment shall be subject to the same forfeiture and settlement terms as applied to the related Restricted Stock Units prior to the adjustment.

9. Responsibility for Taxes and Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates, if any. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of Shares, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or

(b) withholding in Shares to be delivered upon settlement; or

(c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable withholding rates but not exceeding the maximum statutory withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

10. Code Section 409A.

(a) General. Payments made pursuant to this Agreement are intended to be exempt from Section 409A of the Code or to otherwise comply with Section 409A of the Code. Accordingly, other provisions of the Plan or this Agreement notwithstanding, the provisions of this Section 10 will apply in order that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or otherwise comply with Code Section 409A. In addition, the Company reserves the right, to the extent the Company deems necessary or advisable in its

sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all Restricted Stock Units, and related dividend equivalents and any other related rights, are exempt from or otherwise comply, and in operation comply, with Code Section 409A (including, without limitation, the avoidance of penalties thereunder). Other provisions of the Plan and this Agreement notwithstanding, the Company makes no representations that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or avoid any penalties that may apply under Code Section 409A, makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units and related dividend equivalents and any other related rights, and will not indemnify or provide a gross up payment to a Grantee (or his beneficiary) for any taxes, interest or penalties imposed under Code Section 409A. As applicable to U.S. taxpayers, other restrictions and limitations under any deferred compensation plan or general rules applicable to deferrals apply to electively deferred 409A RSUs and related dividend equivalents and, if those provisions apply and are compliant with Code Section 409A, they shall take precedence over inconsistent provisions of this Section 10.

(b) Restrictions on 409A RSUs. In the case of any 409A RSUs, the following restrictions will apply:

(i) Separation from Service. Any payment in settlement of the 409A RSUs that is triggered by a termination of Continuous Service (or other termination of employment) hereunder will occur only if the Grantee has had a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), with such separation from service treated as the termination for purposes of determining the timing of any settlement based on such termination.

(ii) Six-Month Delay Rule. The "six-month delay rule" will apply to 409A RSUs if these four conditions are met:

(A) the Grantee has a separation from service (within the meaning of Treasury Regulation § 1.409A-1(h)) for a reason other than death;

(B) a payment in settlement is triggered by such separation from service; and

(C) the Grantee is a "specified employee" under Code Section 409A.

If it applies, the six-month delay rule will delay a settlement of 409A RSUs triggered by separation from service where the settlement otherwise would occur within six months after the separation from service, subject to the following:

(D) any delayed payment shall be made on the date six months and one day after separation from service;

(E) during the six-month delay period, accelerated settlement will be permitted in the event of the Grantee's death and for no other reason (including no acceleration upon a Change in Control) except to the extent permitted under Code Section 409A; and

(F) any settlement that is not triggered by a separation from service, or is triggered by a separation from service but would be made more than six months after separation (without applying this six-month delay rule), shall be unaffected by the six-month delay rule.

(c) Other Compliance Provisions. The following provisions apply to Restricted Stock Units:

(i) Each tranche of Restricted Stock Units (including dividend equivalents accrued thereon) that potentially could vest at or following a Determination Date under Section 2 shall be deemed a separate payment for purposes of Code Section 409A.

(ii) The settlement of 409A RSUs may not be accelerated by the Company except to the extent permitted under Code Section 409A. The Company may, however, accelerate vesting (i.e., may waive the risk of forfeiture tied to termination of the Grantee's Continuous Service) of 409A RSUs, without changing the settlement terms of such 409A RSUs.

(iii) It is understood that Good Reason for purposes of this Agreement is limited to circumstances that qualify under Treasury Regulation § 1.409A-1(n)(2).

(iv) For U.S. taxpayers, any election to defer settlement of Restricted Stock Units must comply with the election timing rules under Code Section 409A.

(v) Any restriction imposed on 409A RSUs hereunder or under the terms of other documents solely to ensure compliance with Code Section 409A shall not be applied to a Restricted Stock Unit that is not a 409A RSU except to the extent necessary to preserve the status of such Restricted Stock Unit as not being a "deferral of compensation" under Code Section 409A.

(vi) If any mandatory term required for 409A RSUs or other RSUs, or related dividend equivalents or other related rights, to avoid tax penalties under Code Section 409A is not otherwise explicitly provided under this document or other applicable documents, such term is hereby incorporated by reference and fully applicable as though set forth at length herein.

(vii) In the case of any settlement of Restricted Stock Units during a specified period following the Determination Date or other date triggering a right to settlement, the Grantee shall have no influence (other than permitted deferral elections, as applicable to U.S. taxpayers) on any determination as to the tax year in which the settlement will be made.

(viii) In the case of any Restricted Stock Unit that is not a 409A RSU, if the circumstances arise constituting a Disability but termination of the Grantee's Continuous Service has not in fact resulted immediately without an election by the Grantee, then only the Company or a Subsidiary may elect to terminate the Grantee's Continuous Service due to such Disability.

(ix) If the Company has a right of setoff that could apply to a 409A RSU, such right may only be exercised at the time the 409A RSU would have been settled, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the settlement date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

11. Deferral. If permitted by the Administrator, for U.S. taxpayers, the issuance of the Shares issuable with respect to the Restricted Stock Units may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time, including but not limited to Section 409A of the Code and the Employee Retirement Income Security Act of 1974, as amended. Shares issuable with respect to electively deferred 409A RSUs, and related dividend equivalents, shall remain subject to the terms and conditions of this Agreement, and for this purpose shall be considered rights related to the 409A RSUs, to the extent applicable and not otherwise superseded by any deferred compensation plan or general rules applicable to electively deferred 409A RSUs, until such 409A RSUs are settled and the Shares issued, including but not limited to Sections 5, 6(d), 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17 of this Agreement

12. No Effect on Employment or Rights under the Plan. Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or any Subsidiary or affect any right which the Company or any Subsidiary may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Administrator, and the Grantee shall not in any circumstances have any right to be granted an Award.

13. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14. Successors; Severability; Entire Agreement; Headings. This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein. Subject to the terms and conditions of the Plan, any rules adopted by the Company or the Administrator and applicable to this Agreement and the terms of any elective deferral of the Grantee applicable to the Restricted Stock Units for U.S. taxpayers, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

15. Grantee Acknowledgements and Consents.

(a) Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests. In those jurisdictions where the Grantee's consent to the processing of the Grantee's personal data is required, the Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein.

Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is the Grantee's consent (where required) or that it is authorized by the Company's use of the standard data protection clauses adopted in accordance with applicable law.

Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Voluntariness and Consequences of Consent Denial or Withdraw. The Grantee's participation in the Plan and his or her grant of consent, if required, if purely voluntary. The Grantee may reject participation in the Plan or withdraw the Grantee's consent, if applicable, at any time. If the Grantee rejects participation in the Plan, does not consent, if applicable, or withdraws his or her consent, if applicable, the Grantee may be unable to participate in the Plan. This would not affect the Grantee's existing employment or salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

(b) Voluntary Participation. The Grantee's participation in the Plan is voluntary. The value of the Restricted Stock Units is an extraordinary item of compensation. Unless otherwise expressly provided in a separate agreement between the Grantee and the Company or a Subsidiary, the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) Electronic Delivery and Acceptance. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ELECTRONIC DELIVERY OF THE PLAN, THE PROSPECTUS FOR THE PLAN AND OTHER DOCUMENTS RELATED TO THE PLAN (COLLECTIVELY, THE "PLAN DOCUMENTS"). THE COMPANY WILL DELIVER THE PLAN DOCUMENTS ELECTRONICALLY TO THE GRANTEE BY E-MAIL, BY POSTING SUCH DOCUMENTS ON ITS INTRANET WEBSITE OR BY ANOTHER MODE OF ELECTRONIC DELIVERY AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE CONSENTS AND AGREES THAT SUCH PROCEDURES AND DELIVERY MAY BE EFFECTED BY A BROKER OR THIRD PARTY ENGAGED BY THE COMPANY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO THE PLAN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ANY AND ALL PROCEDURES THE COMPANY HAS ESTABLISHED OR MAY ESTABLISH FOR ANY ELECTRONIC SIGNATURE SYSTEM FOR DELIVERY AND ACCEPTANCE OF ANY PLAN DOCUMENTS, INCLUDING THIS AGREEMENT, THAT THE COMPANY MAY ELECT TO DELIVER AND AGREES THAT HIS ELECTRONIC SIGNATURE IS THE SAME AS, AND WILL HAVE THE SAME FORCE AND EFFECT AS, HIS MANUAL SIGNATURE. THE COMPANY WILL SEND TO THE GRANTEE AN E-MAIL ANNOUNCEMENT WHEN THE PLAN DOCUMENTS ARE AVAILABLE ELECTRONICALLY FOR THE GRANTEE'S REVIEW, DOWNLOAD OR PRINTING AND WILL PROVIDE INSTRUCTIONS ON WHERE THE PLAN DOCUMENTS CAN BE FOUND. UNLESS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, THE GRANTEE WILL NOT INCUR ANY COSTS FOR RECEIVING THE PLAN DOCUMENTS ELECTRONICALLY THROUGH THE COMPANY'S COMPUTER NETWORK. THE GRANTEE WILL HAVE THE RIGHT TO RECEIVE PAPER COPIES OF ANY PLAN DOCUMENT BY SENDING A WRITTEN REQUEST FOR A PAPER COPY TO THE ADMINISTRATOR. THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY OF THE PLAN DOCUMENTS WILL BE VALID AND REMAIN EFFECTIVE UNTIL THE EARLIER OF (i) THE TERMINATION OF THE GRANTEE'S PARTICIPATION IN THE PLAN AND (ii) THE WITHDRAWAL OF THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE GRANTEE HAS THE RIGHT AT ANY TIME TO WITHDRAW HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS BY SENDING A WRITTEN NOTICE OF WITHDRAWAL TO THE ADMINISTRATOR. IF THE GRANTEE WITHDRAWS HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE, THE COMPANY WILL RESUME SENDING PAPER COPIES OF THE PLAN DOCUMENTS WITHIN TEN (10) BUSINESS DAYS OF ITS RECEIPT OF THE WITHDRAWAL NOTICE. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE ACKNOWLEDGES THAT HE IS ABLE TO ACCESS, VIEW AND RETAIN AN E-MAIL ANNOUNCEMENT INFORMING THE GRANTEE THAT THE PLAN DOCUMENTS ARE AVAILABLE IN EITHER HTML, PDF OR SUCH OTHER FORMAT AS THE COMPANY DETERMINES IN ITS SOLE DISCRETION.

(d) Unfunded Plan. The Grantee acknowledges and agrees that any rights of the Grantee relating to the Grantee's Restricted Stock Units and related dividend equivalents and any other related rights shall constitute bookkeeping entries on the books of the Company and shall not create in the Grantee any right to, or claim against, any specific assets of the Company or any Subsidiary, nor result in the creation of any trust or escrow account for the Grantee. With respect to the Grantee's entitlement to any payment hereunder, the Grantee shall be a general creditor of the Company.

16. Additional Acknowledgements. By accepting this Agreement electronically, the Grantee and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. The Grantee has reviewed in its entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to electronically accepting this Agreement and fully understands all provisions of the Plan and this Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Agreement.

17. Country Appendix. Notwithstanding any provision of this Agreement to the contrary, this Restricted Stock Unit grant and any Shares issued pursuant to this Agreement shall be subject to the applicable terms and provisions as set forth in the Country Appendix attached hereto and incorporated herein, if any, for the Grantee's country of residence (and country of employment, if different).

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent, the Grantee acknowledges acceptance of, and consents to be bound by, the Plan and this Agreement, including the restrictive covenant provisions, and any other rules, agreements or other terms and conditions incorporated herein by reference.

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AWARD AGREEMENT

This Country Appendix ("Appendix") includes the following additional terms and conditions that govern the Grantee's Stock Award for all Grantees that reside and/or work in one of the countries listed below.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **October 2020**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Shares are delivered in settlement of the Restricted Stock Units, or the Grantee sells any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and none of the Company, its Subsidiaries, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country of residence and/or work may apply to the Grantee's situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Award, be drawn up in English. The Grantee further acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement, the Plan and any rules, procedures, forms or documents related to the Stock Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws. The Grantee agrees, as a condition of the grant of the Stock Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Shares acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Grantee. The Company and the Administrator reserve the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Shares acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Subsidiaries or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Finally, the Grantee agrees to take any and all actions as may be required to comply with the Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Stock Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Awards as a consequence of the commercial relationship between the Company and the Company's Subsidiary that employs the Grantee, and the Company's Subsidiary that employs the Grantee is the Grantee's sole employer. Based on the foregoing, the Grantee expressly recognizes that (a) the Plan and the

benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Subsidiary that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary that employs the Grantee.

Private Placement. The grant of the Stock Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The grant of the Stock Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards or benefits in lieu of the Stock Award even if Stock Awards have been granted repeatedly in the past.
- The future value of the Shares and any related dividend equivalents is unknown and cannot be predicted with certainty.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Stock Award or any of the Restricted Stock Units or related dividend equivalents, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Shares, and the Grantee irrevocably releases the Company, its Subsidiaries, the Administrator and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Shares delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

Terms and Conditions Applicable to All EU/EEA Jurisdictions, Switzerland and the United Kingdom

Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

(a) Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests.

(b) Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the United States ("U.S."), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

(c) International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is that it is authorized by the Company's participation in the EU-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission.

(d) Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

Notifications Applicable to Austria

Consumer Protection Information. If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Grantee may be entitled to revoke the Grantee's acceptance of the Agreement (and thereby revoke his acceptance of the Restricted Stock Units) under the conditions listed below:

(i) If the Grantee accepts the Stock Award, the Grantee may be entitled to revoke the Grantee's acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.

(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if the Grantee returns the Agreement to the Administrator or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.

Exchange Control Information. The Grantee may be required to comply with certain exchange control obligations if the Grantee holds securities (including Shares) or cash (including proceeds from the sale of such Shares) outside of Austria. If the transaction volume of all of the Grantee's accounts abroad meets or exceeds €10,000,000, the movement and balance of all accounts must be reported monthly to the Austrian National Bank, as of the last day of the month, on or before the fifteenth day of the following month using the prescribed form "*Meldungen SI-Forderungen und/oder SI-Verpflichturngen*."

Terms and Conditions Applicable to Canada

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, this Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

Securities Law Information. The Grantee is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the New York Stock Exchange).

Use of English Language. The Grantee acknowledges and agrees that it is the Grantee's express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir souhaité expressément que la convention ainsi les notices et la documentation juridique fournis ou mis en œuvre ou institués directement ou indirectement, relativement aux présentes, soient rédigés en anglais.*

Tax Reporting Information. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) to the Canada Revenue Agency on Form T1135 (Foreign Income Verification Statement) if the total cost of the Grantee's foreign specified property exceeds C$100,000 at any time in the year. The form must be filed by April 30th of the following year. Foreign specified property also includes unvested Restricted Stock Units (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property. The Grantee should consult with his or her personal tax advisor to determine his or her reporting requirements.

Termination of Employment. For purposes of the Stock Award, except as otherwise provided under applicable law, the date of the Grantee's termination of employment shall be the date that is the earliest of (i) the date on which the Grantee's employment is terminated, (ii) the date on which the Grantee receives notice of termination, or (iii) the date on which the Grantee is no longer actively providing services to the Company or any Subsidiary, regardless of any notice period or period of pay in lieu of such notice required under applicable employment laws in the jurisdiction where the Grantee is employed (including, but not limited to statutory law, regulatory law and/or common law) or the terms of the Grantee's employment agreement, if any. The Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Grantee's right to vest in the Stock Award under the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

Data Privacy. The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Terms and Conditions Applicable to China

Satisfaction of Regulatory Obligations. If the Grantee is a national of the Peoples' Republic of China ("PRC"), this Restricted Stock Unit grant is subject to additional terms and conditions, as determined by the Company in its sole discretion, in order for the Company to obtain the applicable approvals from the PRC State Administration of Foreign Exchange ("SAFE") to permit the operation of the Plan in accordance with applicable PRC exchange control laws and regulations.

Immediate Sale of Shares. If the Grantee is a PRC national, he or she may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. The Grantee understands and agrees that, if the Grantee is subject to exchange control laws in China, the Grantee will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Grantee further understands that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and he or she hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on his or her behalf prior to being delivered to the Grantee and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Grantee in U.S. dollars or local currency at the Company's discretion.

If the proceeds are paid in U.S. dollars, the Grantee understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid in local currency, the Grantee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Grantee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Grantee. The Grantee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Grantee may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Stock Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Terms and Conditions Applicable to Denmark

Treatment of Stock Awards Upon Termination of Employment. Notwithstanding any provision in the Agreement or the Plan to the contrary, if the Grantee is determined to be an "Employee," as defined in Section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Stock Award upon the Grantee's termination of employment may be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Plan governing the treatment of the Stock Award upon termination of employment are more favorable, then the provisions of the Agreement or the Plan shall govern.

Foreign Asset / Account Reporting Information. The new Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated individuals to inform the Danish Tax Administration about shares held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the relevant Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts.

However, the Grantee must still report foreign bank/broker accounts and their deposits, as well as shares held in a foreign bank or broker account in the Grantee's tax return under the section on foreign affairs and income.

Terms and Conditions Applicable to France

Tax Information. The Stock Award is not intended to be a French-qualified award.

Language Consent. By accepting the Award and the Agreement, which provides for the terms and conditions of the Award, the Grantee confirms having read and understood the documents relating to this grant (the Plan and the Agreement, including this Appendix) which were provided in English language. The Grantee accepts the terms of those documents accordingly. *En acceptant l'Attribution et ce Contrat qui contient les termes et conditions de l'Attribution, le Bénéficiaire confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat, ainsi que la présente Annexe) qui vous ont été transmis en langue anglaise. Le Bénéficiaire acceptez ainsi les conditions et termes de ces documents.*

Foreign Asset / Account Reporting Information. The Grantee should report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his / her annual tax return. The Grantee should consult his / her personal advisor to ensure compliance with applicable reporting obligations.

Notifications Applicable to Germany

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). The Grantee understands that in the event he or she receives a payment in excess of this amount in connection with the sale of securities (including Shares acquired under the Plan), the Grantee must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Foreign Asset/Account Reporting Information. If the Grantee's acquisition of shares under the Plan leads to a so-called qualified participation at any point during the calendar year, the Grantee will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if the value of the shares acquired exceeds €150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

IMPORTANT NOTICE. WARNING: The Agreement, the Plan and all other materials pertaining to the Plan have not been reviewed by any regulatory authority in Hong Kong. The Grantee understands that the Grantee is hereby advised to exercise caution in relation to the offering thereunder and that if the Grantee has any doubts about any of the contents of the aforementioned materials, the Grantee should obtain independent professional advice.

Notifications Applicable to Ireland

Director Notification Requirement. If the Grantee is a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Section 53 of the Irish Company Act 1990, the Grantee must notify the Irish subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units or Shares), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).

Terms and Conditions Applicable to Israel

Immediate Sale of Shares. Notwithstanding anything to the contrary in the Agreement, the Grantee may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee.

Securities Law Information. The grant of the Restricted Stock Units does not constitute a public offering under the Securities Law, 1968.

Terms and Conditions Applicable to Italy

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (such as cash or Restricted Stock Units) during any fiscal year which may generate income taxable in Italy (or if the Grantee is the beneficial owner of such an investment or asset even if the Grantee does not directly hold the investment or asset), the Grantee is required to report such investments or assets on his / her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Grantee is not required to file a tax return). The Grantee should consult with his / her personal tax advisor as to whether the reporting obligation applies to the Grantee and whether he / she will be required to report details of any outstanding Stock Awards or Shares held by the Grantee outside of Italy in the Grantee's relevant annual tax return.

Foreign Asset Tax Information. The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets (*e.g.*, Shares) assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets held abroad does not exceed a certain threshold.

Notifications Applicable to Malaysia

Director Reporting Requirement. If the Grantee is a director of the local affiliate in Malaysia, the Grantee has an obligation to notify the local affiliate in Malaysia in writing: (i) when the Grantee is granted a Stock Award under the Plan, (ii) when the Grantee's Restricted Stock Units are settled and the Grantee receives Shares, (iii) when Shares are sold or (iv) when there is an event giving rise to a change with respect to the Grantee's interest in the Company. The Grantee must provide this notification within 14 days of the date the interest is acquired or disposed of or the occurrence of the event giving rise to the change to enable the local affiliate in Malaysia to comply with the relevant requirements of the Malaysian authorities. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.

Notifications Applicable to Mexico

Commercial Relationship. The Grantee expressly acknowledges that the Grantee's participation in the Plan and the Company's grant of the Stock Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Award as a consequence of the commercial relationship between the Company and the Subsidiary in Mexico that employs the Grantee, and the Company's Subsidiary in Mexico that employs is the Grantee's sole employer. Based on the foregoing: (a) the Grantee expressly acknowledges that the Plan and the benefits derived from participation in the Plan do not establish any rights between the Grantee and the Subsidiary in Mexico that employs the Grantee; (b) the Plan and the benefits derived from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Grantee; and (c) any modifications or amendments of the Plan or benefits granted thereunder by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary in Mexico that employs the Grantee.

Extraordinary Item of Compensation. The Grantee expressly recognizes and acknowledges that the Grantee's participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as the Grantee's free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Agreement and this Appendix. As such, the Grantee acknowledges and agrees that the Company, in its sole discretion, may amend and/or discontinue the Grantee's participation in the Plan at any time and without any liability. The value of the Restricted Stock Units is an extraordinary item of compensation outside the scope of the Grantee's employment contract, if any. The Restricted Stock Units are not part of the Grantee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Grantee.

Securities Law Information. The Restricted Stock Units and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement, this Appendix and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Grantee only because of the Grantee's existing relationship with the Company and its subsidiaries and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of the Company or its subsidiaries made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

Terms and Conditions Applicable to the Netherlands

Waiver of Termination Rights. The Grantee hereby waives any and all rights to compensation or damages as a result of the Grantee's termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) the Grantee ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

Notifications Applicable to Singapore

Director Notification Obligation. The Grantee acknowledges that if he / she is a director or shadow director of a Subsidiary in Singapore, the Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Grantee receives an interest (e.g., Restricted Stock Units, Shares) in the Company. In addition, the Grantee acknowledges that he / she must notify the Subsidiary in Singapore when he / she sells Shares. These notifications must be made within two days of acquiring or disposing of an interest in the Company. In addition, the Grantee acknowledges that he / she must make a notification of the Grantee's interest in the Company within two days of becoming a director. If the Grantee is the Chief Executive Officer ("CEO") of a Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply to the Grantee.

Securities Law Information. The Restricted Stock Units are being granted to grantees pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Grantee should note that the Restricted Stock Units are subject to section 257 of the SFA and the Grantee will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of Shares subject to the Restricted Stock Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

Terms and Conditions Applicable to Sweden

Authorization to Withhold. This provision supplements Section 9 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 9 of the Agreement, by accepting the Restricted Stock Units, the Grantee authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Grantee upon settlement/vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

Notifications Applicable to Switzerland

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of the Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units (a) constitutes a prospectus as such term is understood pursuant to article 35 et. seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any other Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority "FINMA".

Notifications Applicable to Taiwan

Securities Law Information. The offer to participate in the Plan is available only for employees of the Company and its Subsidiaries. The offer to participate in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.

Terms and Conditions Applicable to the United Kingdom

Responsibility for Taxes. This provision supplements Section 9 of the Agreement:

Without limitation to Section 9 of the Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such taxes, as and when requested by the Company or (if different) the Grantee's employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also hereby agrees to indemnify and keep indemnified the Company and (if different) the Grantee's employer against any such taxes that they are required to pay or withhold on the Grantee's behalf or have paid or will pay to the HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or executive officer (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Grantee is a director or executive officer and income tax due is not collected from or paid by the Grantee within 90 days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to the Grantee on which additional income tax and national insurance contributions may be payable. The Grantee acknowledges that the Grantee ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or (if different) the Grantee's employer for the value of any employee national insurance contributions due on this additional benefit, which the Company or (if different) the Grantee's employer may recover from the Grantee at any time thereafter by any of the means referred to in the Agreement.

Exhibit 10.6

JABIL INC.
TWO-YEAR CLIFF RESTRICTED STOCK UNIT AWARD AGREEMENT
(TBRSU – EXECUTIVE)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of [, 2021] (the "Grant Date") between JABIL INC. a Delaware corporation (the "Company") and _____ (the "Grantee").

Background Information

A. The Board of Directors (the "Board") and stockholders of the Company previously adopted the Jabil Inc. 2021 Equity Incentive Plan (the "Plan").

B. Section 3 of the Plan provides that the Administrator shall have the discretion and right to grant Awards, including Stock Unit Awards representing rights to receive shares, to any Employees or Non-Employee Directors, subject to the terms and conditions of the Plan and any additional terms provided by the Administrator. The Administrator has made a Stock Unit Award to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement.

C. The Grantee desires to accept the Stock Unit Award and agrees to be bound by the terms and conditions of the Plan and this Agreement.

D. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Agreement

1. Restricted Stock Units. Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee under Section 10 of the Plan ____ restricted stock units (the "Restricted Stock Units") as of the Grant Date. Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit becomes vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and non-forfeitable and such Shares are delivered to the Grantee in accordance with Section 4 of this Agreement. The Grantee is required to pay no cash consideration for the grant of the Restricted Stock Units. The Grantee acknowledges and agrees that (i) the Restricted Stock Units and related rights are nontransferable as provided in Section 5 of this Agreement, (ii) the Restricted Stock Units are subject to forfeiture in the event the Grantee's Continuous Service terminates in certain circumstances, as specified in Section 6 of this Agreement, (iii) sales of Shares delivered in settlement of the Restricted Stock Units will be subject to the Company's policies regulating trading by Employees or Non-Employee Directors, including any applicable blackout or other designated periods in which sales of Shares are not permitted, (iv) Shares delivered in settlement will be subject to the Restrictive Covenants specified in Section 7 of this Agreement and any recoupment or Clawback Policy, including the forfeiture and clawback rights specified in Section 6 of this Agreement, and (v) any entitlement to dividend equivalents will be in accordance with Section 8 of this Agreement. The extent to which the Grantee's rights and interest in the Restricted Stock Units becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement except as otherwise provided in Sections 6 and 7 of this Agreement.

2. Vesting. Except as may be otherwise provided in Section 3, Section 6 or Section 7 of this Agreement, the vesting of the Grantee's rights and interest in the Restricted Stock Units shall be determined in accordance with this Section 2. The Grantee's rights and interest in the Restricted Stock Units shall become vested and non-forfeitable on the second anniversary of Grant Date, provided that in all instances the Grantee is an Employee or Non-Employee Director of the Company or a Subsidiary. A date at which a Restricted Stock Unit is to become vested under this Section 2 is referred to herein as a "Stated Vesting Date."

3. Change in Control. In the event of a Change in Control, any portion of the Restricted Stock Units that is not yet vested on the date such Change in Control is determined to have occurred:

(a) shall become fully vested on the first anniversary of the date of such Change in Control (the "Change in Control Anniversary") if the Grantee's Continuous Service does not terminate prior to the Change in Control Anniversary;

(b) shall become fully vested on the Date of Termination if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company without Cause or resignation by the Grantee for Good Reason; or

(c) shall not become fully vested if the Grantee's Continuous Service terminates prior to the Change in Control Anniversary as a result of termination by the Company for Cause or resignation by the Grantee without Good Reason, but only to the extent such Restricted Stock Units have not previously become vested.

This Section 3 shall supersede the standard vesting provision contained in Section 2 of this Agreement only to the extent that it results in accelerated vesting of the Restricted Stock Units, and it shall not result in a delay of any vesting or non-vesting of any Restricted Stock Units that otherwise would occur at a Stated Vesting Date under the terms of the standard vesting provision contained in Section 2 of this Agreement.

For purposes of this Section 3, the following definitions shall apply:

(d) "Cause" means:

(i) The Grantee's conviction of a crime involving fraud or dishonesty; or

(ii) The Grantee's continued willful or reckless material misconduct in the performance of the Grantee's duties after receipt of written notice from the Company concerning such misconduct;

provided, however, that for purposes of Section 3(d)(ii), Cause shall not include any one or more of the following: bad judgment, negligence or any act or omission believed by the Grantee in good faith to have been in or not opposed to the interest of the Company (without intent of the Grantee to gain, directly or indirectly, a profit to which the Grantee was not legally entitled).

4. Timing and Manner of Settlement of Restricted Stock Units.

(a) Settlement Timing. Unless and until the Restricted Stock Units become vested and non-forfeitable in accordance with Section 2, Section 3 or Section 6 of this Agreement, the Grantee will have no right to settlement of any such Restricted Stock Units. Restricted Stock Units will be settled under this Section 4 by the Company delivering to the Grantee (or his beneficiary in the event of death) a number of Shares equal to the number of Restricted Stock Units that have become vested and non-forfeitable and are to be settled at the applicable settlement date. In the case of Restricted Stock Units that become vested and non-forfeitable at a Stated Vesting Date in accordance with Section 2 of this Agreement, such Restricted Stock Units will be settled at a date (the "Stated Settlement Date") that is as prompt as practicable after the Stated Vesting Date but in no event later than two and one-half (2-1/2) months after such Stated Vesting Date (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date is referred to herein as "Prompt Settlement"). The settlement of Restricted Stock Units that become vested and non-forfeitable in circumstances governed by Section 3 or Section 6 or that are settled under Section 2 after the Grantee has become Retirement-eligible under Section 6 will be as follows:

(i) Restricted Stock Units that do not constitute a deferral of compensation under Code Section 409A will be settled as follows:

(A) Restricted Stock Units that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled within the period extending to not later than two and one-half (2-1/2) months after the later of the end of calendar year or the end of the Company's fiscal year in which death occurred;

(B) Restricted Stock Units that become vested in accordance with Section 6(c) (due to the Grantee's termination due to Disability) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service; and

(C) Restricted Stock Units that become vested in accordance with Section 3(a) (on the Change in Control Anniversary) or Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date under Section 3(a) or 3(b).

(ii) Restricted Stock Units that constitute a deferral of compensation under Code Section 409A ("409A RSUs") will be settled as follows:

(A) 409A RSUs that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled on the 30th day after the date of the Grantee's death;

(B) 409A RSUs that become vested in accordance with Section 6(c) (due to the Grantee's termination due to Disability) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule); and

(C) 409A RSUs that become vested in accordance with Section 3(a) (on the Change in Control Anniversary), if in connection with the Change in Control there occurred a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company as defined in Treasury Regulation § 1.409A-3(i)(5) (a "409A Change in Control"), will be settled in a Prompt Settlement following the first anniversary of the 409A Change in Control, and if there occurred no 409A Change in Control in connection with the Change in Control, such 409A RSUs will be settled in a Prompt Settlement following the earliest of the applicable Stated Vesting Date, one year after a 409A Change in Control not related to the Change in Control or the termination of the Grantee's Continuous Service subject to Section 10(b) (including the six-month delay rule); and

(D) 409A RSUs that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled in a Prompt Settlement following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule).

(b) Manner of Settlement. The Company may make delivery of Shares of Common Stock in settlement of Restricted Stock Units by either delivering one or more certificates representing such Shares to the Grantee (or his beneficiary in the event of death), registered in the name of the Grantee (and any joint name, if so directed by the Grantee), or by depositing such Shares into a stock brokerage account maintained for the Grantee (or of which the Grantee is a joint owner, with the consent of the Grantee). If the Company determines to settle Restricted Stock Units by making a deposit of Shares into such an account, the Company may settle any fractional Restricted Stock Unit by means of such deposit. In other circumstances or if so determined by the Company, the Company shall instead pay cash in lieu of any fractional Share, on such basis as the Administrator may determine. In no event will the Company issue fractional Shares.

(c) Effect of Settlement. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that have been paid and settled. Although a settlement date or range of dates for settlement are specified above in order to be exempt from or comply with Code Section 409A, the Company retains discretion to determine the settlement date, and no Grantee or beneficiary of a Grantee shall have any claim for damages or loss by virtue of the fact that the market price of Common Stock was higher on a given date upon which settlement could have been made as compared to the market price on or after the actual settlement date (any claim relating to settlement will be limited to a claim for delivery of Shares and related dividend equivalents).

5. Restrictions on Transfer. The Grantee shall not have the right to make or permit to occur any transfer, assignment, pledge, hypothecation or encumbrance of all or any portion of the Restricted Stock Units, related rights to dividend equivalents or any other rights relating thereto, whether outright or as security, with or without consideration, voluntary or involuntary, and the Restricted Stock Units, related rights to dividend equivalents and other rights relating thereto, shall not be subject to execution, attachment, lien, or similar process; provided, however, the Grantee will be entitled to designate a beneficiary or beneficiaries to receive any settlement in respect of the Restricted Stock Units upon the death of the Grantee, in the manner and to the extent permitted by the Administrator. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture and Clawback. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his rights and interest in the Restricted Stock Units and related dividend equivalents if his Continuous Service terminates for any reason before the Restricted Stock Units become vested in accordance with Section 2 or Section 3 of this Agreement, or if the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, including but not limited to a substantial violation of the Company's Code of Conduct. If the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares of Common Stock issued, and related dividend equivalents and any other related rights. The forfeiture and clawback rights under this Section apply irrespective of whether the conduct was discovered during the course of the Grantee's employment.

(a) Retirement. In the event of the Grantee's Retirement in accordance with the terms and conditions set forth in this Section 6(a), the Grantee's Continuous Service shall be treated as not having terminated for a number of years determined in accordance with this Section 6(a) for purposes of application of the vesting provisions of this Agreement. For purposes of this Section 6(a), an "EU Executive" is a Grantee who resides and/or works in a European Union jurisdiction and a "Non-EU Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union.

For purposes of this Section 6(a), "Retirement" for an EU Executive means termination of the EU Executive's Continuous Service after the Grant Date or the anniversary of the Grant Date at which the EU Executive has completed twenty (20) Full Years of Continuous Service.

For purposes of this Section 6(a), "Retirement" for a Non-EU Executive means termination of the Non-EU Executive's Continuous Service after the earliest of:

(i) The Grant Date or the anniversary of the Grant Date at which the Non-EU Executive has attained age fifty (50) and completed fifteen (15) Full Years of Continuous Service;

(ii) The Grant Date or the anniversary of the Grant Date at which the Non-EU Executive has attained age fifty-eight (58) and completed ten (10) Full Years of Continuous Service; or

(iii) The Grant Date or the anniversary of the Grant Date at which the Non-EU Executive has attained age sixty-two (62) and completed five (5) Full Years of Continuous Service.

For purposes of this Section 6(a), "Full Year" means a twelve-month period beginning on the date of the Grantee's commencement of service for the Company or a Subsidiary and each anniversary thereof. Except as otherwise provided in this Section 6(a), the time period of Continuous Service for a Grantee whose service with the Company or a Subsidiary terminates and who subsequently returns to service with the Company or a Subsidiary shall include all time periods of the Grantee's service for the Company or a Subsidiary for purposes of this Section 6(a). This Section 6(a) will only apply to a Retirement if the Grantee's Continuous Service does not terminate due to Cause as defined in this Agreement. In addition, this Section 6(a) will only apply to a Retirement if the Grantee executes the agreement, if any, required under Section 6(d). For a Grantee who became an Employee or Non-Employee Directors of the Company or a Subsidiary following the acquisition of his or her employer by the Company or a Subsidiary, service with the acquired employer shall not count toward the number of years of the Grantee's Continuous Service for purposes of this Section 6(a), and Continuous Service shall be measured from the

commencement of the Grantee's service for the Company or a Subsidiary following such acquisition. For purposes of this Section 6(a), the number of years of the Grantee's Continuous Service shall also include service with Jabil Circuit Co., a Michigan corporation and predecessor to the Company, and any Predecessor Subsidiary. For purposes of this Section 6(a), "Predecessor Subsidiary" means a company of which not less than fifty percent (50%) of the voting shares were held by Jabil Circuit Co. or a Predecessor Subsidiary. For purposes of this Section 6(a), for a Grantee who subsequent to the Grant Date performs service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that no longer includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary ("Subsequent Non-Officer Service"), the time period of such Grantee's Continuous Service shall not include the time period of any such Subsequent Non-Officer Service, but shall include any time period during which such Grantee subsequently resumes service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary.

If this Section 6(a) applies to an EU Executive's Retirement, the EU Executive's Continuous Service shall be treated as not having terminated for the remaining portion of the vesting period. Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because the Stated Vesting Date is a date after the effective date of the Retirement will not be forfeited. Settlement of any such Restricted Stock Units will not be accelerated upon Retirement, but will remain subject to Section 4. The death of the EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

If this Section 6(a) applies to a Non-EU Executive's Retirement, the Non-EU Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement, or the remaining portion of the vesting period, whichever is applicable, in accordance with the following table based on the Non-EU Executive's age and full years of Continuous Service at the later of the Grant Date or the anniversary of the Grant Date next preceding the effective date of the Retirement:

	Full Years of Continuous Service			
Age	**5 Years**	**10 Years**	**15 Years**	**20 or More Years**
50 – 54	None	None	1 year	Full vesting period
55 – 57	None	None	Full vesting period	Full vesting period
58 – 61	None	Full vesting period	Full vesting period	Full vesting period
62 or Older	Full vesting period	Full vesting period	Full vesting period	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because the Stated Vesting Date is a date after the effective date of the Retirement will not be forfeited if the Stated Vesting Date would have been reached had the Non-EU Executive remained in Continuous Service for the additional period specified in the table above. Settlement of any such Restricted Stock Units will not be accelerated upon Retirement, but will remain subject to Section 4. Any portion of the Restricted Stock Units that would not become vested under Section 2 assuming the Non-EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. Accordingly, the death of the Non-EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in any jurisdiction that likely would result in the Retirement treatment that otherwise would apply to the Restricted Stock Units pursuant to this Section 6(a) being deemed unlawful and/or discriminatory, then the Company will not apply the Retirement treatment at the time of Grantee's termination and the Restricted Stock Units will be treated as they would under the rules that otherwise would have applied if Grantee did not qualify as Retirement eligible.

(b) Death. In the event that the Grantee's Continuous Service terminates due to death at a time that any of the Grantee's Restricted Stock Units have not yet vested, such Restricted Stock Units shall not be forfeited but instead shall become fully vested at the date of death.

(c) Disability. In the event that the Grantee's Continuous Service terminates due to Disability at a time that any of the Grantee's Restricted Stock Units have not yet vested, such Restricted Stock Units shall not be forfeited but instead shall become fully vested at the date of termination, provided that such accelerated vesting will only apply if the Grantee executes the agreement, if any, required under Section 6(d).

(d) Execution of Separation Agreement and Release. Unless otherwise determined by the Administrator, as a condition to the non-forfeiture of Restricted Stock Units upon Retirement under Section 6(a) or the accelerated vesting of Restricted Stock Units under Section 6(c), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Administrator, setting forth updated or revised covenants relating to noncompetition, nonsolicitation, nondisparagement, confidentiality and similar covenants for the protection of the Company's business, and releasing the Company from liability in connection with the Grantee's termination. Such agreement shall provide for the forfeiture and/or clawback of the Restricted Stock Units, and the Shares of Common Stock issued or issuable in settlement of the Restricted Stock Units, and related dividend equivalents and any other related rights, in the event of the Grantee's failure to comply with the terms of such agreement. The Administrator will provide the form of such agreement to the Grantee, and the Grantee must execute and return such form within the period specified by law and not revoke such agreement within any permitted revocation period (the end of these periods being the "Agreement Effectiveness Deadline"). If any Restricted Stock Units subject to Section 6(a) or 6(c) or related rights would be required to be settled before the Agreement Effectiveness Deadline, the settlement shall not be delayed pending the receipt and effectiveness of the agreement, but any such Restricted Stock Units or related rights settled before such receipt and effectiveness shall be subject to clawback in the event that the agreement is not received and effective and not revoked by the Agreement Effectiveness Deadline.

7. Restrictive Covenants. The Company and including its Subsidiaries ("Jabil") is the owner and possessor of numerous trade secrets and highly-sensitive business information about its finances, operations, business development / acquisition / divestiture / merger methods and strategies, customers (and potential customers), vendors (and potential vendors), employees, contractors and consultants and other matters that could be valuable to Jabil's competitors. The Grantee is in possession of such sensitive information acquired during Jabil employment and, further, the Grantee has developed valuable contacts and relationships with Jabil customers (and potential customers), vendors (and potential vendors), acquisition targets and representatives, employees, contractors and consultants.

(a) As the Award is intended to encourage the Grantee to continue employment with Jabil, during which time the Grantee will have access to Jabil's confidential information and trade secrets, during the term of the Grantee's employment and for a period of **one (1)** year following the separation from employment, regardless of the reason for or the manner of termination, the Grantee shall not, without the written consent of the General Counsel of the Company or his/her designee:

(i) perform duties or undertake responsibilities in any capacity for a Competitor in the same countries or regions that the Grantee previously performed services during the two (2) year period preceding Grantee's separation from employment that are the same or substantially similar to those duties or responsibilities that the Grantee performed or undertook for Jabil during such two (2) year period;

(ii) interfere with or engage in any activity to persuade or attempt to persuade any person or entity that has a business relationship with Jabil to not do business with or cease doing business with Jabil, to reduce the amount of business historically done with Jabil or to otherwise alter the actual business relationship with Jabil; or

(iii) solicit any Jabil employee to end or modify his/her relationship with Jabil for employment outside of Jabil.

(b) Unless compelled by subpoena, Grantee will not at any time use or talk about, write about, disclose in any manner or publicize:

(i) Jabil's business, operations or employment data, policies or practices; or

(ii) The proprietary or trade secret or confidential information of Jabil (including without limitation merger and acquisition strategies, methods, and plans), or of its customers, vendors, merger/acquisition candidates, employees, contractors or consultants.

(c) As used herein, "Competitor" means

any individual or entity which competes with Jabil or any customers of Jabil with whom Grantee had substantial contact during the two (2) year period preceding Grantee's separation from Jabil or any of their current or future parents, subsidiaries, divisions, or direct or indirect affiliates ("affiliates" to include any entity in which the named entity has or from time to time may have a majority equity interest) anywhere in the world.

The foregoing restrictions shall not apply if the Grantee resides and/or primarily works in the State of California.

(d) During the period of one (1) year following termination of the Grantee's employment with Jabil, the Grantee agrees to notify the Company in writing prior to accepting new employment, or engaging in any other activity which may violate this Agreement, and the Grantee agrees to provide in such notice information concerning the anticipated new employment or activity, including, but not limited to: name of employer; address of employer; job title; and scope and responsibilities of the new position. The Grantee recognizes that such duty of notification is not affected by the Grantee's belief that such employment may perhaps not violate this Agreement or otherwise be unfairly competitive with Jabil. The Grantee's written notice should be addressed to General Counsel of the Company. Provided, however, the foregoing notice requirement shall not apply if the Grantee resides and/or primarily works in the State of California.

(e) During the period of one (1) year following termination of the Grantee's employment with Jabil, the Grantee shall provide a copy of Section 7 of this Award Agreement to each new employer before starting in any new employment. The Grantee agrees that the Company may notify any third party about the Grantee's obligations under Section 7 of this Award Agreement until such obligations are fulfilled.

(f) If any provision of this Section 7 is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed to be severed from the Award Agreement and such invalidity, illegality or unenforceability will not affect any other provision of the Award Agreement, all of which shall remain valid and enforceable. Notwithstanding the foregoing, if a court of competent jurisdiction determines that the covenants contained in this Section 7 are unenforceable because they are overbroad in some respect, to the full extent permitted by applicable law, the court shall revise or reform any aspect of this Section 7 so as to make the scope of such Section 7 as broad as can be enforced under applicable law. A ruling that any provision of this Section 7 regarding post-employment obligations is unenforceable does not impact the Company's ability to execute rights regarding forfeiture and clawback.

(g) In the event of an anticipated or actual breach by the Grantee of this Section 7, the Grantee acknowledges and agrees that damages would not be an adequate remedy to compensate Jabil for the harm to the business of Jabil and, in such event, agrees that Jabil shall be entitled to a temporary restraining order and to temporary injunctive relief to prevent or terminate such anticipated or actual breach, provided, however, that nothing in this Agreement shall be construed to limit any permanent relief to which Jabil may be entitled or the damages otherwise recoverable by Jabil in any such event.

(h) If the Grantee violates any aspect of this Section 7, or any duty of loyalty or confidentiality imposed by law, in addition to any damages that the Grantee may be required to pay, the Grantee understands and agrees that the Grantee shall be required to reimburse Jabil for all its costs incurred to enforce this Agreement, including but not limited to, all attorneys' fees.

Notwithstanding the foregoing, no provision of this Section 7 is intended to or shall limit, prevent, impede or interfere with the Grantee's non-waivable right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding Jabil's past or future conduct, engage in any activities protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Grantee does not need prior authorization from the Company to make any such reports or disclosures and is not required to notify the Company that the Grantee has made such reports or disclosures.

8. Dividend Equivalents; Adjustments.

(a) Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of a Restricted Stock Unit, the Grantee will accrue dividend equivalents on Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) equal to the cash dividend or distribution that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding Share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Units to which they relate, and (ii) will be denominated and payable solely in cash. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes (subject to Section 9).

(b) Adjustments. The number of Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) credited to the Grantee shall be subject to adjustment by the Company, in accordance with Section 13 of the Plan, in order to preserve without enlarging the Grantee's rights with respect to such Restricted Stock Units. Any such adjustment shall be made taking into account any crediting of cash dividend equivalents to the Grantee under Section 8(a) in connection with such transaction or event. In the case of an extraordinary cash dividend, the Administrator may determine to adjust the Grantee's Restricted Stock Units under this Section 8(b) in lieu of crediting cash dividend equivalents under Section 8(a). Restricted Stock Units credited to the Grantee as a result of an adjustment shall be subject to the same forfeiture and settlement terms as applied to the related Restricted Stock Units prior to the adjustment.

9. Responsibility for Taxes and Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates, if any. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of Shares, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or

(b) withholding in Shares to be delivered upon settlement; or

(c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement;

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable withholding rates but not exceeding the maximum statutory withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

10. Code Section 409A.

(a) General. Payments made pursuant to this Agreement are intended to be exempt from Section 409A of the Code or to otherwise comply with Section 409A of the Code. Accordingly, other provisions of the Plan or this Agreement notwithstanding, the provisions of this Section 10 will apply in order that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or otherwise comply with Code Section 409A. In addition, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all Restricted Stock Units, and related dividend equivalents and any other related rights, are exempt from or otherwise have terms that comply, and in operation comply, with Code Section 409A (including, without limitation, the avoidance of penalties thereunder). Other provisions of the Plan and this Agreement notwithstanding, the Company makes no representations that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or avoid any penalties that may apply under Code Section 409A, makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units and related dividend equivalents and any other related rights, and will not indemnify or provide a gross up payment to a Grantee (or his beneficiary) for any taxes, interest or penalties imposed under Code Section 409A. As applicable to U.S. taxpayers, other restrictions and limitations under any deferred compensation plan or general rules applicable to deferrals apply to electively deferred 409A RSUs and related dividend equivalents and, if those provisions apply and are compliant with Code Section 409A, they shall take precedence over inconsistent provisions of this Section 10.

(b) Restrictions on 409A RSUs. In the case of any 409A RSUs, the following restrictions will apply:

(i) Separation from Service. Any payment in settlement of the 409A RSUs that is triggered by a termination of Continuous Service (or other termination of employment) hereunder will occur only if the Grantee has had a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), with such separation from service treated as the termination for purposes of determining the timing of any settlement based on such termination.

(ii) Six-Month Delay Rule. The "six-month delay rule" will apply to 409A RSUs if these four conditions are met:

(A) the Grantee has a separation from service (within the meaning of Treasury Regulation § 1.409A-1(h)) for a reason other than death;

(B) a payment in settlement is triggered by such separation from service; and

(C) the Grantee is a “specified employee” under Code Section 409A.

If it applies, the six-month delay rule will delay a settlement of 409A RSUs triggered by separation from service where the settlement otherwise would occur within six months after the separation from service, subject to the following:

(D) any delayed payment shall be made on the date six months and one day after separation from service;

(E) during the six-month delay period, accelerated settlement will be permitted in the event of the Grantee’s death and for no other reason (including no acceleration upon a Change in Control) except to the extent permitted under Code Section 409A; and

(F) any settlement that is not triggered by a separation from service, or is triggered by a separation from service but would be made more than six months after separation (without applying this six-month delay rule), shall be unaffected by the six-month delay rule.

(c) Other Compliance Provisions. The following provisions apply to Restricted Stock Units:

(i) Each tranche of Restricted Stock Units (including dividend equivalents accrued thereon) that is scheduled to vest at a separate Stated Vesting Date under Section 2 shall be deemed a separate payment for purposes of Code Section 409A.

(ii) The settlement of 409A RSUs may not be accelerated by the Company except to the extent permitted under Code Section 409A. The Company may, however, accelerate vesting (i.e., may waive the risk of forfeiture tied to termination of the Grantee’s Continuous Service) of 409A RSUs, without changing the settlement terms of such 409A RSUs.

(iii) It is understood that Good Reason for purposes of this Agreement is limited to circumstances that qualify under Treasury Regulation § 1.409A-1(n)(2).

(iv) For U.S. taxpayers, any election to defer settlement of Restricted Stock Units must comply with the election timing rules under Code Section 409A.

(v) Any restriction imposed on 409A RSUs hereunder or under the terms of other documents solely to ensure compliance with Code Section 409A shall not be applied to a Restricted Stock Unit that is not a 409A RSU except to the extent necessary to preserve the status of such Restricted Stock Unit as not being a “deferral of compensation” under Code Section 409A.

(vi) If any mandatory term required for 409A RSUs or other RSUs, or related dividend equivalents or other related rights, to avoid tax penalties under Code Section 409A is not otherwise explicitly provided under this document or other applicable documents, such term is hereby incorporated by reference and fully applicable as though set forth at length herein.

(vii) In the case of any settlement of Restricted Stock Units during a specified period following the Stated Vesting Date or other date triggering a right to settlement, the Grantee shall have no influence (other than permitted deferral elections, as applicable to U.S. taxpayers) on any determination as to the tax year in which the settlement will be made.

(viii) In the case of any Restricted Stock Unit that is not a 409A RSU, if the circumstances arise constituting a Disability but termination of the Grantee’s Continuous Service has not in fact resulted immediately without an election by the Grantee, then only the Company or a Subsidiary may elect to terminate the Grantee’s Continuous Service due to such Disability.

(ix) If the Company has a right of setoff that could apply to a 409A RSU, such right may only be exercised at the time the 409A RSU would have been settled, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the settlement date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

11. Deferral. If permitted by the Administrator, for U.S. taxpayers, the issuance of the Shares issuable with respect to the Restricted Stock Units may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time, including but not limited to Section 409A of the Code and the Employee Retirement Income Security Act of 1974, as amended. Shares issuable with respect to electively deferred 409A RSUs, and related dividend equivalents, shall remain subject to the terms and conditions of this Agreement, and for this purpose shall be considered rights related to the 409A RSUs, to the extent applicable and not otherwise superseded by any deferred compensation plan or general rules applicable to electively deferred 409A RSUs, until such 409A RSUs are settled and the Shares issued, including but not limited to Sections 5, 6(d), 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17 of this Agreement

12. No Effect on Employment or Rights under the Plan. Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or any Subsidiary or affect any right which the Company or any Subsidiary may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Administrator, and the Grantee shall not in any circumstances have any right to be granted an Award.

13. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14. Successors; Severability; Entire Agreement; Headings. This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein. Subject to the terms and conditions of the Plan, any rules adopted by the Company or the Administrator and applicable to this Agreement and the terms of any elective deferral of the Grantee applicable to the Restricted Stock Units for U.S. taxpayers, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

15. Grantee Acknowledgements and Consents.

(a) Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests. In those jurisdictions where the Grantee's consent to the processing of the Grantee's personal data is required, the Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein.

Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is the Grantee's consent (where required) or that it is authorized by the Company's use of the standard data protection clauses adopted in accordance with applicable law.

Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Voluntariness and Consequences of Consent Denial or Withdraw. The Grantee's participation in the Plan and his or her grant of consent, if required, if purely voluntary. The Grantee may reject participation in the Plan or withdraw the Grantee's consent, if applicable, at any time. If the Grantee rejects participation in the Plan, does not consent, if applicable, or withdraws his or her consent, if applicable, the Grantee may be unable to participate in the Plan. This would not affect the Grantee's existing employment or salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

(b) Voluntary Participation. The Grantee's participation in the Plan is voluntary. The value of the Restricted Stock Units is an extraordinary item of compensation. Unless otherwise expressly provided in a separate agreement between the Grantee and the Company or a Subsidiary, the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) Electronic Delivery and Acceptance. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ELECTRONIC DELIVERY OF THE PLAN, THE PROSPECTUS FOR THE PLAN AND OTHER DOCUMENTS RELATED TO THE PLAN (COLLECTIVELY, THE "PLAN DOCUMENTS"). THE COMPANY WILL DELIVER THE PLAN DOCUMENTS ELECTRONICALLY TO THE GRANTEE BY E-MAIL, BY POSTING SUCH DOCUMENTS ON ITS INTRANET WEBSITE OR BY ANOTHER MODE OF ELECTRONIC DELIVERY AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE CONSENTS AND AGREES THAT SUCH PROCEDURES AND DELIVERY MAY BE EFFECTED BY A BROKER OR THIRD PARTY ENGAGED BY THE COMPANY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO THE PLAN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ANY AND ALL PROCEDURES THE COMPANY HAS ESTABLISHED OR MAY ESTABLISH FOR ANY ELECTRONIC SIGNATURE SYSTEM FOR DELIVERY AND ACCEPTANCE OF ANY PLAN DOCUMENTS, INCLUDING THIS AGREEMENT,

THAT THE COMPANY MAY ELECT TO DELIVER AND AGREES THAT HIS ELECTRONIC SIGNATURE IS THE SAME AS, AND WILL HAVE THE SAME FORCE AND EFFECT AS, HIS MANUAL SIGNATURE. THE COMPANY WILL SEND TO THE GRANTEE AN E-MAIL ANNOUNCEMENT WHEN THE PLAN DOCUMENTS ARE AVAILABLE ELECTRONICALLY FOR THE GRANTEE'S REVIEW, DOWNLOAD OR PRINTING AND WILL PROVIDE INSTRUCTIONS ON WHERE THE PLAN DOCUMENTS CAN BE FOUND. UNLESS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, THE GRANTEE WILL NOT INCUR ANY COSTS FOR RECEIVING THE PLAN DOCUMENTS ELECTRONICALLY THROUGH THE COMPANY'S COMPUTER NETWORK. THE GRANTEE WILL HAVE THE RIGHT TO RECEIVE PAPER COPIES OF ANY PLAN DOCUMENT BY SENDING A WRITTEN REQUEST FOR A PAPER COPY TO THE ADMINISTRATOR. THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY OF THE PLAN DOCUMENTS WILL BE VALID AND REMAIN EFFECTIVE UNTIL THE EARLIER OF (i) THE TERMINATION OF THE GRANTEE'S PARTICIPATION IN THE PLAN AND (ii) THE WITHDRAWAL OF THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE GRANTEE HAS THE RIGHT AT ANY TIME TO WITHDRAW HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS BY SENDING A WRITTEN NOTICE OF WITHDRAWAL TO THE ADMINISTRATOR. IF THE GRANTEE WITHDRAWS HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE, THE COMPANY WILL RESUME SENDING PAPER COPIES OF THE PLAN DOCUMENTS WITHIN TEN (10) BUSINESS DAYS OF ITS RECEIPT OF THE WITHDRAWAL NOTICE. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE ACKNOWLEDGES THAT HE IS ABLE TO ACCESS, VIEW AND RETAIN AN E-MAIL ANNOUNCEMENT INFORMING THE GRANTEE THAT THE PLAN DOCUMENTS ARE AVAILABLE IN EITHER HTML, PDF OR SUCH OTHER FORMAT AS THE COMPANY DETERMINES IN ITS SOLE DISCRETION.

(d) Unfunded Plan. The Grantee acknowledges and agrees that any rights of the Grantee relating to the Grantee's Restricted Stock Units and related dividend equivalents and any other related rights shall constitute bookkeeping entries on the books of the Company and shall not create in the Grantee any right to, or claim against, any specific assets of the Company or any Subsidiary, nor result in the creation of any trust or escrow account for the Grantee. With respect to the Grantee's entitlement to any payment hereunder, the Grantee shall be a general creditor of the Company.

16. Additional Acknowledgements. By accepting this Agreement electronically, the Grantee and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. The Grantee has reviewed in its entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to electronically accepting this Agreement and fully understands all provisions of the Plan and this Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Agreement.

17. Country Appendix. Notwithstanding any provision of this Agreement to the contrary, this Restricted Stock Unit grant and any Shares issued pursuant to this Agreement shall be subject to the applicable terms and provisions as set forth in the Country Appendix attached hereto and incorporated herein, if any, for the Grantee's country of residence (and country of employment, if different).

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent, the Grantee acknowledges acceptance of, and consents to be bound by, the Plan and this Agreement, including the restrictive covenant provisions, and any other rules, agreements or other terms and conditions incorporated herein by reference.

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AWARD AGREEMENT

This Country Appendix ("Appendix") includes the following additional terms and conditions that govern the Grantee's Stock Award for all Grantees that reside and/or work in one of the countries listed below.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **October 2020.** Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Shares are delivered in settlement of the Restricted Stock Units, or the Grantee sells any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and none of the Company, its Subsidiaries, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country of residence and/or work may apply to the Grantee's situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Award, be drawn up in English. The Grantee further acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement, the Plan and any rules, procedures, forms or documents related to the Stock Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws. The Grantee agrees, as a condition of the grant of the Stock Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Shares acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Grantee. The Company and the Administrator reserve the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Shares acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Subsidiaries or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Finally, the Grantee agrees to take any and all actions as may be required to comply with the Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Stock Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Awards as a consequence of the commercial relationship between the Company and the Company's Subsidiary that employs the Grantee, and the Company's Subsidiary that employs the Grantee is the Grantee's sole employer. Based on the foregoing, the Grantee expressly recognizes that (a) the

Plan and the benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Subsidiary that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary that employs the Grantee.

Private Placement. The grant of the Stock Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The grant of the Stock Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards or benefits in lieu of the Stock Award even if Stock Awards have been granted repeatedly in the past.
- The future value of the Shares and any related dividend equivalents is unknown and cannot be predicted with certainty.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Stock Award or any of the Restricted Stock Units or related dividend equivalents, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Shares, and the Grantee irrevocably releases the Company, its Subsidiaries, the Administrator and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Shares delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

Terms and Conditions Applicable to All EU/EEA Jurisdictions, Switzerland and the United Kingdom

Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

(a) Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests.

(b) Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the United States ("U.S."), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

(c) International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is that it is authorized by the Company's participation in the EU-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission.

(d) Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

Notifications Applicable to Austria

Consumer Protection Information. If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Grantee may be entitled to revoke the Grantee's acceptance of the Agreement (and thereby revoke his acceptance of the Restricted Stock Units) under the conditions listed below:

(i) If the Grantee accepts the Stock Award, the Grantee may be entitled to revoke the Grantee's acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.

(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if the Grantee returns the Agreement to the Administrator or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.

Exchange Control Information. The Grantee may be required to comply with certain exchange control obligations if the Grantee holds securities (including Shares) or cash (including proceeds from the sale of such Shares) outside of

Austria. If the transaction volume of all of the Grantee's accounts abroad meets or exceeds €10,000,000, the movement and balance of all accounts must be reported monthly to the Austrian National Bank, as of the last day of the month, on or before the fifteenth day of the following month using the prescribed form "*Meldungen SI-Forderungen und/oder SI-Verpflichturngen*."

Terms and Conditions Applicable to Canada

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, this Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

Securities Law Information. The Grantee is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the New York Stock Exchange).

Use of English Language. The Grantee acknowledges and agrees that it is the Grantee's express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir souhaité expressément que la convention ainsi les notices et la documentation juridique fournis ou mis en œuvre ou institués directement ou indirectement, relativement aux présentes, soient rédigés en anglais.*

Tax Reporting Information. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) to the Canada Revenue Agency on Form T1135 (Foreign Income Verification Statement) if the total cost of the Grantee's foreign specified property exceeds C$100,000 at any time in the year. The form must be filed by April 30th of the following year. Foreign specified property also includes unvested Restricted Stock Units (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property. The Grantee should consult with his or her personal tax advisor to determine his or her reporting requirements.

Termination of Employment. For purposes of the Stock Award, except as otherwise provided under applicable law, the date of the Grantee's termination of employment shall be the date that is the earliest of (i) the date on which the Grantee's employment is terminated, (ii) the date on which the Grantee receives notice of termination, or (iii) the date on which the Grantee is no longer actively providing services to the Company or any Subsidiary, regardless of any notice period or period of pay in lieu of such notice required under applicable employment laws in the jurisdiction where the Grantee is employed (including, but not limited to statutory law, regulatory law and/or common law) or the terms of the Grantee's employment agreement, if any. The Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Grantee's right to vest in the Stock Award under the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

Data Privacy. The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Terms and Conditions Applicable to China

Satisfaction of Regulatory Obligations. If the Grantee is a national of the Peoples' Republic of China ("PRC"), this Restricted Stock Unit grant is subject to additional terms and conditions, as determined by the Company in its sole discretion, in order for the Company to obtain the applicable approvals from the PRC State Administration of Foreign Exchange ("SAFE") to permit the operation of the Plan in accordance with applicable PRC exchange control laws and regulations.

Immediate Sale of Shares. If the Grantee is a PRC national, he or she may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. The Grantee understands and agrees that, if the Grantee is subject to exchange control laws in China, the Grantee will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Grantee further understands that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and he or she hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on his or her behalf prior to being delivered to the Grantee and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Grantee in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Grantee understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid in local currency, the Grantee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Grantee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Grantee. The Grantee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Grantee may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Stock Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Terms and Conditions Applicable to Denmark

Treatment of Stock Awards Upon Termination of Employment. Notwithstanding any provision in the Agreement or the Plan to the contrary, if the Grantee is determined to be an "Employee," as defined in Section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Stock Award upon the Grantee's termination of employment may be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Plan governing the treatment of the Stock Award upon termination of employment are more favorable, then the provisions of the Agreement or the Plan shall govern.

Foreign Asset / Account Reporting Information. The new Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated individuals to inform the Danish Tax Administration about shares held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the relevant Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts.

However, the Grantee must still report foreign bank/broker accounts and their deposits, as well as shares held in a foreign bank or broker account in the Grantee's tax return under the section on foreign affairs and income.

Terms and Conditions Applicable to France

Tax Information. The Stock Award is not intended to be a French-qualified award.

Language Consent. By accepting the Award and the Agreement, which provides for the terms and conditions of the Award, the Grantee confirms having read and understood the documents relating to this grant (the Plan and the Agreement, including this Appendix) which were provided in English language. The Grantee accepts the terms of those documents accordingly. *En acceptant l'Attribution et ce Contrat qui contient les termes et conditions de l'Attribution, le Bénéficiaire confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat, ainsi que la présente Annexe) qui vous ont été transmis en langue anglaise. Le Bénéficiaire acceptez ainsi les conditions et termes de ces documents.*

Foreign Asset / Account Reporting Information. The Grantee should report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his / her annual tax return. The Grantee should consult his / her personal advisor to ensure compliance with applicable reporting obligations.

Notifications Applicable to Germany

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). The Grantee understands that in the event he or she receives a payment in excess of this amount in connection with the sale of securities (including Shares acquired under the Plan), the Grantee must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Foreign Asset/Account Reporting Information. If the Grantee's acquisition of shares under the Plan leads to a so-called qualified participation at any point during the calendar year, the Grantee will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if the value of the shares acquired exceeds €150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

IMPORTANT NOTICE. WARNING: The Agreement, the Plan and all other materials pertaining to the Plan have not been reviewed by any regulatory authority in Hong Kong. The Grantee understands that the Grantee is hereby advised to exercise caution in relation to the offering thereunder and that if the Grantee has any doubts about any of the contents of the aforementioned materials, the Grantee should obtain independent professional advice.

Notifications Applicable to Ireland

Director Notification Requirement. If the Grantee is a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Section 53 of the Irish Company Act 1990, the Grantee must notify the Irish subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units or Shares), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).

Terms and Conditions Applicable to Israel

Immediate Sale of Shares. Notwithstanding anything to the contrary in the Agreement, the Grantee may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign

any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee.

Securities Law Information. The grant of the Restricted Stock Units does not constitute a public offering under the Securities Law, 1968.

Terms and Conditions Applicable to Italy

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (such as cash or Restricted Stock Units) during any fiscal year which may generate income taxable in Italy (or if the Grantee is the beneficial owner of such an investment or asset even if the Grantee does not directly hold the investment or asset), the Grantee is required to report such investments or assets on his / her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Grantee is not required to file a tax return). The Grantee should consult with his / her personal tax advisor as to whether the reporting obligation applies to the Grantee and whether he / she will be required to report details of any outstanding Stock Awards or Shares held by the Grantee outside of Italy in the Grantee's relevant annual tax return.

Foreign Asset Tax Information. The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets (*e.g.*, Shares) assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets held abroad does not exceed a certain threshold.

Notifications Applicable to Malaysia

Director Reporting Requirement. If the Grantee is a director of the local affiliate in Malaysia, the Grantee has an obligation to notify the local affiliate in Malaysia in writing: (i) when the Grantee is granted a Stock Award under the Plan, (ii) when the Grantee's Restricted Stock Units are settled and the Grantee receives Shares, (iii) when Shares are sold or (iv) when there is an event giving rise to a change with respect to the Grantee's interest in the Company. The Grantee must provide this notification within 14 days of the date the interest is acquired or disposed of or the occurrence of the event giving rise to the change to enable the local affiliate in Malaysia to comply with the relevant requirements of the Malaysian authorities. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.

Notifications Applicable to Mexico

Commercial Relationship. The Grantee expressly acknowledges that the Grantee's participation in the Plan and the Company's grant of the Stock Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Award as a consequence of the commercial relationship between the Company and the Subsidiary in Mexico that employs the Grantee, and the Company's Subsidiary in Mexico that employs is the Grantee's sole employer. Based on the foregoing: (a) the Grantee expressly acknowledges that the Plan and the benefits derived from participation in the Plan do not establish any rights between the Grantee and the Subsidiary in Mexico that employs the Grantee; (b) the Plan and the benefits derived from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Grantee; and (c) any modifications or amendments of the Plan or benefits granted thereunder by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary in Mexico that employs the Grantee.

Extraordinary Item of Compensation. The Grantee expressly recognizes and acknowledges that the Grantee's participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as the Grantee's free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the

Plan, the Agreement and this Appendix. As such, the Grantee acknowledges and agrees that the Company, in its sole discretion, may amend and/or discontinue the Grantee's participation in the Plan at any time and without any liability. The value of the Restricted Stock Units is an extraordinary item of compensation outside the scope of the Grantee's employment contract, if any. The Restricted Stock Units are not part of the Grantee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Grantee.

Securities Law Information. The Restricted Stock Units and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement, this Appendix and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Grantee only because of the Grantee's existing relationship with the Company and its subsidiaries and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of the Company or its subsidiaries made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

Terms and Conditions Applicable to the Netherlands

Waiver of Termination Rights. The Grantee hereby waives any and all rights to compensation or damages as a result of the Grantee's termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) the Grantee ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

Notifications Applicable to Singapore

Director Notification Obligation. The Grantee acknowledges that if he / she is a director or shadow director of a Subsidiary in Singapore, the Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Grantee receives an interest (e.g., Restricted Stock Units, Shares) in the Company. In addition, the Grantee acknowledges that he / she must notify the Subsidiary in Singapore when he / she sells Shares. These notifications must be made within two days of acquiring or disposing of an interest in the Company. In addition, the Grantee acknowledges that he / she must make a notification of the Grantee's interest in the Company within two days of becoming a director. If the Grantee is the Chief Executive Officer ("CEO") of a Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply to the Grantee.

Securities Law Information. The Restricted Stock Units are being granted to grantees pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Grantee should note that the Restricted Stock Units are subject to section 257 of the SFA and the Grantee will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of Shares subject to the Restricted Stock Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

Terms and Conditions Applicable to Sweden

Authorization to Withhold. This provision supplements Section 9 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 9 of the Agreement, by accepting the Restricted Stock Units, the Grantee authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Grantee upon settlement/vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

Notifications Applicable to Switzerland

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of the Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units (a) constitutes a prospectus as such term is understood pursuant to article 35 et. seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any other Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority "FINMA".

Notifications Applicable to Taiwan

Securities Law Information. The offer to participate in the Plan is available only for employees of the Company and its Subsidiaries. The offer to participate in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.

Terms and Conditions Applicable to the United Kingdom

Responsibility for Taxes. This provision supplements Section 9 of the Agreement:

Without limitation to Section 9 of the Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such taxes, as and when requested by the Company or (if different) the Grantee's employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also hereby agrees to indemnify and keep indemnified the Company and (if different) the Grantee's employer against any such taxes that they are required to pay or withhold on the Grantee's behalf or have paid or will pay to the HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or executive officer (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Grantee is a director or executive officer and income tax due is not collected from or paid by the Grantee within 90 days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to the Grantee on which additional income tax and national insurance contributions may be payable. The Grantee acknowledges that the Grantee ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or (if different) the Grantee's employer for the value of any employee national insurance contributions due on this additional benefit, which the Company or (if different) the Grantee's employer may recover from the Grantee at any time thereafter by any of the means referred to in the Agreement.

JABIL INC.
TWO-YEAR RESTRICTED STOCK UNIT AWARD AGREEMENT
(PBRSU EPS- EXECUTIVE)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of [, 2021] (the "Grant Date") between JABIL INC. a Delaware corporation (the "Company") and _____ (the "Grantee").

Background Information

A. The Board of Directors (the "Board") and stockholders of the Company previously adopted the Jabil Inc. 2021 Equity Incentive Plan (the "Plan").

B. Section 3 of the Plan provides that the Administrator shall have the discretion and right to grant Awards, including Stock Unit Awards representing rights to receive shares, to any Employees or Non-Employee Directors, subject to the terms and conditions of the Plan and any additional terms provided by the Administrator. The Administrator has made a Stock Unit Award to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement.

C. The Grantee desires to accept the Stock Unit Award and agrees to be bound by the terms and conditions of the Plan and this Agreement.

D. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

Agreement

1. Restricted Stock Units. Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee under Section 10 of the Plan ____ restricted stock units (the "Restricted Stock Units") as of the Grant Date. Each Restricted Stock Unit represents the right to receive a Share if the Restricted Stock Unit becomes vested and non-forfeitable in accordance with Section 2 or Section 3 of this Agreement. The Grantee shall have no rights as a stockholder of the Company, no dividend rights and no voting rights with respect to the Restricted Stock Units or the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and non-forfeitable and such Shares are delivered to the Grantee in accordance with Section 4 of this Agreement. The Grantee is required to pay no cash consideration for the grant of the Restricted Stock Units. The Grantee acknowledges and agrees that (i) the Restricted Stock Units and related rights are nontransferable as provided in Section 5 of this Agreement, (ii) the Restricted Stock Units are subject to forfeiture in the event the Grantee's Continuous Service terminates in certain circumstances, as specified in Section 6 of this Agreement, (iii) sales of Shares delivered in settlement of the Restricted Stock Units will be subject to the Company's policies regulating trading by Employees, including any applicable blackout or other designated periods in which sales of Shares are not permitted, (iv) Shares delivered in settlement will be subject to the Restrictive Covenants specified in Section 7 of this Agreement and any recoupment or Clawback Policy, including the forfeiture and clawback rights specified in Section 6 of this Agreement, regardless of whether such recoupment or Clawback Policy is applied with prospective or retroactive effect, and (v) any entitlement to dividend equivalents will be in accordance with Section 8 of this Agreement. The extent to which the Grantee's rights and interest in the Restricted Stock Units becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement, except as otherwise provided in Sections 6 and 7 of this Agreement.

2. Vesting.

(a) Except as may be otherwise provided in Section 3, Section 6 or Section 7 of this Agreement, the extent to which the Grantee's interest in the Restricted Stock Units becomes vested and non-forfeitable shall be based upon the satisfaction of the performance goal specified in this Section 2 (the "Performance Goal"). The Performance Goal shall be based upon the Cumulative EPS ("Cumulative EPS") of the Company's adjusted core earnings per share (as defined below) during the one-year period beginning September 1, 2020 and ending on August 31, 2021 (the "Performance Period"). Cumulative EPS for the Performance Period shall be measured on August 31, 2021 ("Measurement Date") (subject to adjustment under Section 8(b)). For purposes of this Agreement, "adjusted core

earnings per share" means the Company's net income determined under U.S. generally accepted accounting principles ("GAAP"), adjusted to exclude the following: (1) amortization of intangible assets; (2) stock-based compensation expense and related charges; (3) goodwill impairment charges, net of any tax related implications; (4) the cumulative effect of changes in GAAP and/or tax laws and regulations not previously contemplated in the Company's Cumulative EPS target; and (5) any other unusual or nonrecurring gains or losses which are separately identified and quantified, including the acquisition and integration costs associated with Project Dayton and charges associated with previously approved Board restructuring plans, divided by the weighted average number of outstanding shares as of August 31, 2021 and determined in accordance with GAAP. Notwithstanding anything to the contrary contained in the preceding sentence, in the event that, as determined in the sole discretion of the Compensation Committee of the Board (the "Committee") and due to a required change in GAAP, tax laws and regulations or an extraordinary and material event in the Company's business (each of the foregoing events being referred to herein as a "Material Event"), "adjusted core earnings per share" determined after the occurrence of a Material Event would be materially different as a result of the occurrence thereof, the Committee may instruct the Company to determine "adjusted core earnings per share" for such period, solely for purposes of this Agreement, as if the Material Event had not happened or was not effective. Such instruction may be limited to apply to fiscal years in which the cumulative effect did not account for the occurrence of the Material Event.

(b) The portion of the Grantee's rights and interest in the Restricted Stock Units, if any, that becomes vested and non-forfeitable on the Determination Date (as defined below) following the Performance Period shall be determined at the Measurement Date in accordance with the following schedule:

Cumulative EPS for Performance Period	**Percentage of Shares Vested**
[——]	100%

Notwithstanding the foregoing schedule, no fractional Shares shall be issued, and subject to the preceding limitation on the number of Shares available under this Agreement, any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share.

(c) The applicable portion of the Restricted Stock Units shall become vested and non-forfeitable in accordance with this Section 2, subject to the Committee determining that the Performance Goal and all other conditions for the vesting of the Restricted Stock Units have been satisfied; provided the Grantee's Continuous Service has not terminated before the date on which the Committee determines that the Performance Goal and all other conditions for the vesting of the Restricted Stock Units have been satisfied, which shall be no later than ninety (90) days after the last day of the Performance Period ("Determination Date"). The Committee shall make this determination, provided that, for any Grantee who is not an "officer" of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, the determination may be made by (i) such Grantee's divisional Executive Vice President or Chief Executive Officer, (ii) the Chief Operating Officer of the Company or (iii) the President of the Company (each, an "Authorized Officer"). The Committee's or Authorized Officer's good faith determination shall be final, binding and conclusive on all persons, including, but not limited to, the Company and the Grantee. The Committee or such Authorized Officer may, in its discretion, reduce the amount of compensation otherwise to be paid or earned in connection with this award, notwithstanding the level of achievement of the Performance Goal or any contrary provision of the Plan; provided no such reduction may be made after a Change in Control. The Grantee shall not be entitled to any claim or recourse if any action or inaction by the Company, or any other circumstance or event, including any circumstance or event outside the control of the Grantee, adversely affects the ability of the Company or the Grantee to satisfy the Performance Goal or in any way prevents the satisfaction of the Performance Goal.

3. Change in Control. In the event of a Change in Control, any portion of the Restricted Stock Units that is not yet vested on the date such Change in Control is determined to have occurred:

(a) shall become fully vested on the Determination Date if the Grantee's Continuous Service does not terminate prior to then;

(b) shall become fully vested on the Date of Termination if the Grantee's Continuous Service terminates prior to the Determination Date as a result of termination by the Company without Cause or resignation by the Grantee for Good Reason; or

(c) shall not become fully vested if the Grantee's Continuous Service terminates prior to the Determination Date as a result of termination by the Company for Cause or resignation by the Grantee without Good Reason.

For purposes of this Agreement, the references to "fully vested" refer to vesting of the number of Restricted Stock Units that would vest upon achievement of the maximum level of achievement of the Performance Goal under Section 2 at the Measurement Date. This Section 3 shall supersede the standard vesting provision contained in Section 2 of this Agreement only to the extent that it results in accelerated vesting of the Restricted Stock Units, and it shall not result in a delay of any vesting or non-vesting of any Restricted Stock Units that otherwise would occur at the Measurement Date during the Performance Period under the terms of the standard vesting provision contained in Section 2 of this Agreement.

For purposes of this Section 3, the following definitions shall apply:

(d) "Cause" means:

(i) The Grantee's conviction of a crime involving fraud or dishonesty; or

(ii) The Grantee's continued willful or reckless material misconduct in the performance of the Grantee's duties after receipt of written notice from the Company concerning such misconduct;

provided, however, that for purposes of Section 3(d)(ii), Cause shall not include any one or more of the following: bad judgment, negligence or any act or omission believed by the Grantee in good faith to have been in or not opposed to the interest of the Company (without intent of the Grantee to gain, directly or indirectly, a profit to which the Grantee was not legally entitled).

4. Timing and Manner of Settlement of Restricted Stock Units.

(a) Settlement Timing. Unless and until the Restricted Stock Units become vested and non-forfeitable in accordance with Section 2, Section 3 or Section 6 of this Agreement, the Grantee will have no right to settlement of any such Restricted Stock Units. Restricted Stock Units will be settled under this Section 4 by the Company delivering to the Grantee (or his beneficiary in the event of death) a number of Shares equal to the number of Restricted Stock Units that have become vested and non-forfeitable and are to be settled at the applicable settlement date. In the case of Restricted Stock Units that become vested and non-forfeitable at the Determination Date in accordance with Sections 2 or 3(a) of this Agreement (including Restricted Stock Units not forfeited by operation of Section 6(a) or 6(c)), such Restricted Stock Units will be settled on January 21, 2023. The settlement of Restricted Stock Units that become vested and non-forfeitable in circumstances governed by Section 3(b) or Section 6(b) will be as follows:

(i) Restricted Stock Units that do not constitute a deferral of compensation under Code Section 409A will be settled as follows:

(A) Restricted Stock Units that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled within the period extending to not later than two and one half (2 1/2) months after the later of the end of the calendar year or the end of the Company's fiscal year in which death occurred; and

(B) Restricted Stock Units that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled not later than two and one-half (2-1/2) months following the applicable vesting date under Section 3(b).

(ii) Restricted Stock Units that constitute a deferral of compensation under Code Section 409A ("409A RSUs") will be settled as follows:

(A) 409A RSUs that become vested in accordance with Section 6(b) (due to the Grantee's death) will be settled on the 30th day after the date of the Grantee's death;

(B) [intentionally omitted]

(C) 409A RSUs that become vested in accordance with Section 3(b) (during the year following a Change in Control) will be settled not later than two and one-half (2-1/2) months following termination of the Grantee's Continuous Service, subject to Section 10(b) (including the six-month delay rule).

(b) Manner of Settlement. The Company may make delivery of shares of Common Stock in settlement of Restricted Stock Units by either delivering one or more certificates representing such Shares to the Grantee (or his beneficiary in the event of death), registered in the name of the Grantee (and any joint name, if so directed by the Grantee), or by depositing such Shares into a stock brokerage account maintained for the Grantee (or of which the Grantee is a joint owner, with the consent of the Grantee). In no event will the Company issue fractional Shares.

(c) Effect of Settlement. Neither the Grantee nor any of the Grantee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units that have been paid and settled. Although a settlement date or range of dates for settlement are specified above in order to be exempt from or comply with Code Section 409A, the Company retains discretion to determine the settlement date, and no Grantee or beneficiary of a Grantee shall have any claim for damages or loss by virtue of the fact that the market price of Common Stock was higher on a given date upon which settlement could have been made as compared to the market price on or after the actual settlement date (any claim relating to settlement will be limited to a claim for delivery of Shares and related dividend equivalents).

5. Restrictions on Transfer. The Grantee shall not have the right to make or permit to occur any transfer, assignment, pledge, hypothecation or encumbrance of all or any portion of the Restricted Stock Units, related rights to dividend equivalents or any other rights relating thereto, whether outright or as security, with or without consideration, voluntary or involuntary, and the Restricted Stock Units, related rights to dividend equivalents and other rights relating thereto, shall not be subject to execution, attachment, lien, or similar process; provided, however, the Grantee will be entitled to designate a beneficiary or beneficiaries to receive any settlement in respect of the Restricted Stock Units upon the death of the Grantee, in the manner and to the extent permitted by the Administrator. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture and Clawback. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his rights and interest in the Restricted Stock Units and related dividend equivalents if his Continuous Service terminates for any reason before the Restricted Stock Units become vested in accordance with Section 2 or Section 3 of this Agreement or if the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, including but not limited to a substantial violation of the Company's Code of Conduct. If the Grantee violates the Restrictive Covenant provisions specified in Section 7 or if the Grantee commits an act or omission constituting Cause as defined in Section 2 of the Plan, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares of Common Stock issued, and related dividend equivalents and any other related rights. The forfeiture and clawback rights under this Section apply irrespective of whether the conduct was discovered during the course of the Grantee's employment.

(a) Retirement. In the event of the Grantee's Retirement in accordance with the terms and conditions set forth in this Section 6(a), the Grantee's Continuous Service shall be treated as not having terminated for a number of years determined in accordance with this Section 6(a) for purposes of application of the vesting provisions of this Agreement. For purposes of this Section 6(a), an "EU Executive" is a Grantee who resides and/or works in a European Union jurisdiction and a "Non-EU Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union.

For purposes of this Section 6(a), "Retirement" for an EU Executive means termination of the EU Executive's Continuous Service after the Grant Date or the end of the Company fiscal year in the Performance Period at which the EU Executive has completed twenty (20) Full Years of Continuous Service.

For purposes of this Section 6(a), "Retirement" for a Non-EU Executive means termination of the Non-EU Executive's Continuous Service after the earliest of:

(i) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age fifty (50) and completed fifteen (15) Full Years of Continuous Service;

(ii) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age fifty-eight (58) and completed ten (10) Full Years of Continuous Service; or

(iii) The Grant Date or the end of the Company fiscal year in the Performance Period at which the Non-EU Executive has attained age sixty-two (62) and completed five (5) Full Years of Continuous Service.

For purposes of this Section 6(a), "Full Year" means a twelve-month period beginning on the date of the Grantee's commencement of service for the Company or a Subsidiary and each anniversary thereof. Except as otherwise provided in this Section 6(a), the time period of Continuous Service for a Grantee whose service with the Company or a Subsidiary terminates and who subsequently returns to service with the Company or a Subsidiary shall include all time periods of the Grantee's service for the Company or a Subsidiary for purposes of this Section 6(a). This Section 6(a) will only apply to a Retirement if the Grantee's Continuous Service does not terminate due to Cause as defined in this Agreement. In addition, this Section 6(a) will only apply to a Retirement if the Grantee executes the agreement, if any, required under Section 6(d). For a Grantee who became an Employee or Non-Employee Directors of the Company or a Subsidiary following the acquisition of his or her employer by the Company or a Subsidiary, service with the acquired employer shall not count toward the number of years of the Grantee's Continuous Service for purposes of this Section 6(a), and Continuous Service shall be measured from the commencement of the Grantee's service for the Company or a Subsidiary following such acquisition. For purposes of this Section 6(a), the number of years of the Grantee's Continuous Service shall also include service with Jabil Circuit Co., a Michigan corporation and predecessor to the Company, and any Predecessor Subsidiary. For purposes of this Section 6(a), "Predecessor Subsidiary" means a company of which not less than fifty percent (50%) of the voting shares were held by Jabil Circuit Co. or a Predecessor Subsidiary. For purposes of this Section 6(a), for a Grantee who subsequent to the Grant Date performs service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that no longer includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary ("Subsequent Non-Officer Service"), the time period of such Grantee's Continuous Service shall not include the time period of any such Subsequent Non-Officer Service, but shall include any time period during which such Grantee subsequently resumes service for the Company or a Subsidiary in a role as an employee of the Company or a Subsidiary that includes being a state law officer of the Company or an employee of the Company with a title that is at least the equivalent of Vice President, or a substantially equivalent position of a Subsidiary.

If this Section 6(a) applies to an EU Executive's Retirement, the EU Executive's Continuous Service shall be treated as not having terminated for the remaining portion of the vesting period. Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because such Restricted Stock Units remain unvested (and not previously forfeited) at the effective date of the Retirement will not be forfeited. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. The death of the EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

If this Section 6(a) applies to a Non-EU Executive's Retirement, the Non-EU Executive's Continuous Service shall be treated as not having terminated for the remaining portion of the vesting period in accordance with the following table based on the Non-EU Executive's age and full years of Continuous Service at the later of the Grant Date or the Company's fiscal year-end next preceding the effective date of the Retirement:

	Full Years of Continuous Service			
Age	**5 Years**	**10 Years**	**15 Years**	**20 or More Years**
50 – 54	None	None	1 year	Full vesting period
55 – 57	None	None	Full vesting period	Full vesting period
58 – 61	None	Full vesting period	Full vesting period	Full vesting period
62 or Older	Full vesting period	Full vesting period	Full vesting period	Full vesting period

Accordingly, upon such Retirement, Restricted Stock Units that otherwise would be forfeited because such Restricted Stock Units remain unvested (and not previously forfeited) at the effective date of the Retirement will not be forfeited if the Determination Date would have been reached had the Non-EU Executive remained in Continuous Service for the additional period specified in the table above. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. Any portion of the Restricted Stock Units that could not potentially become vested under Section 2 assuming the Non-EU Executive's Continuous Service as set forth in the above table will be forfeited upon Retirement. The death of the Non-EU Executive following Retirement or a Change in Control following Retirement shall not affect the application of this Section 6(a), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(a) in accordance with Section 4.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in any jurisdiction that likely would result in the Retirement treatment that otherwise would apply to the Restricted Stock Units pursuant to this Section 6(a) being deemed unlawful and/or discriminatory, then the Company will not apply the Retirement treatment at the time of Grantee's termination and the Restricted Stock Units will be treated as they would under the rules that otherwise would have applied if Grantee did not qualify as Retirement eligible.

(b) Death. In the event that the Grantee's Continuous Service terminates due to death at a time that the Grantee's Restricted Stock Units have not yet vested, a pro rata portion of the Grantee's Restricted Stock Units shall vest as follows: First, for purposes of Section 2, the Company shall determine the actual level of the Performance Goal achieved (such determination may be by means of a good faith estimate) as of the Company's fiscal quarter-end coincident with or next preceding the Grantee's death (or, if the Grantee's death occurs in the first fiscal quarter of the Performance Period, then the Company's fiscal quarter-end coincident with or next following the Grantee's death) and calculating, on a preliminary basis, the resulting number of Restricted Stock Units that would have become vested (based on such calculation) as of the Determination Date. Second, a pro rata portion of that number of Restricted Stock Units will be calculated by multiplying that number by a fraction, the numerator of which is the number of months from the first day of the Performance Period through the date of death (rounding any partial month to the next whole month) and the denominator of which is 12. No fractional Shares shall be issued, and subject to the limitation under Section 2(b) on the number of related Shares available under this Agreement, any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share. Any Restricted Stock Units that were unvested at the date of death and that exceed the pro rata portion of the Restricted Stock Units that become vested under this Section 6(b) shall be forfeited.

(c) Disability. In the event that the Grantee's Continuous Service terminates due to Disability at a time that the Grantee's Restricted Stock Units have not yet vested, a pro rata portion of the Grantee's Restricted Stock Units shall remain outstanding and shall be eligible for future vesting based on the actual level of achievement in the Performance Period, provided, however, that non-forfeiture of such Restricted Stock Units will only apply if the Grantee executes the agreement, if any, required under Section 6(d). The pro rata portion shall be calculated by multiplying the number of Restricted Stock Units originally granted by a fraction, the numerator of which is the number of months from the first day of the Performance Period through the date of termination (rounding any partial month to the next whole month) and the denominator of which is 12. No fractional Shares shall be issued, and subject to the limitation under Section 2(b) on the number of related Shares available under this Agreement, any fractional Share that would have resulted from the foregoing calculations shall be rounded up to the next whole Share. Vesting of such Restricted Stock Units will remain subject to Section 2, and settlement of such Restricted Stock Units will remain subject to Section 4. The death of the Grantee following a termination governed by this Section 6(c), or a Change in Control following such termination, shall not increase or decrease the number of Restricted Stock Units forfeited or not forfeited under this Section 6(c), although such events will trigger a settlement of the Restricted Stock Units not forfeited by operation of this Section 6(c) in accordance with Section 4. Any Restricted Stock Units that at any time after the date of a termination governed by this Section 6(c) exceed the pro rata portion of the Restricted Stock Units that remain outstanding and potentially subject to future vesting under this Section 6(c) shall be forfeited.

(d) Execution of Separation Agreement and Release. Unless otherwise determined by the Administrator, as a condition to the non-forfeiture of Restricted Stock Units upon Retirement under Section 6(a) or upon a termination due to Disability under Section 6(c), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Administrator, setting forth updated or revised covenants relating to noncompetition, nonsolicitation, nondisparagement, confidentiality and similar covenants for the protection of the Company's business, and releasing the Company from liability in connection with the Grantee's termination. Such agreement shall provide for the forfeiture and/or clawback of the Restricted Stock Units, and the Shares of Common Stock issued or issuable in settlement of the Restricted Stock Units, and related dividend equivalents and any other related rights, in the event of the Grantee's failure to comply with the terms of such agreement. The Administrator will provide the form of such agreement to the Grantee, and the Grantee must execute and return such form within the period specified by law and not revoke such agreement within any permitted revocation period (the end of these periods being the "Agreement Effectiveness Deadline"). If any Restricted Stock Units subject to Section 6(a) or 6(c) or related rights would be required to be settled before the Agreement Effectiveness Deadline, the settlement shall not be delayed pending the receipt and effectiveness of the agreement, but any such Restricted Stock Units or related rights settled before such receipt and effectiveness shall be subject to clawback in the event that the agreement is not received and effective and not revoked by the Agreement Effectiveness Deadline.

7. Restrictive Covenants. The Company and including its Subsidiaries ("Jabil") is the owner and possessor of numerous trade secrets and highly-sensitive business information about its finances, operations, business development / acquisition / divestiture / merger methods and strategies, customers (and potential customers), vendors (and potential vendors), employees, contractors and consultants and other matters that could be valuable to Jabil's competitors. The Grantee is in possession of such sensitive information acquired during Jabil employment and, further, the Grantee has developed valuable contacts and relationships with Jabil customers (and potential customers), vendors (and potential vendors), acquisition targets and representatives, employees, contractors and consultants.

(a) As the Award is intended to encourage the Grantee to continue employment with Jabil, during which time the Grantee will have access to Jabil's confidential information and trade secrets, during the term of the Grantee's employment and for a period of **one (1)** year following the separation from employment, regardless of the reason for or the manner of termination, the Grantee shall not, without the written consent of the General Counsel of the Company or his/her designee:

(i) perform duties or undertake responsibilities in any capacity for a Competitor in the same countries or regions that the Grantee previously performed services during the two (2) year period preceding Grantee's separation from employment that are the same or substantially similar to those duties or responsibilities that the Grantee performed or undertook for Jabil during such two (2) year period;

(ii) interfere with or engage in any activity to persuade or attempt to persuade any person or entity that has a business relationship with Jabil to not do business with or cease doing business with Jabil, to reduce the amount of business historically done with Jabil or to otherwise alter the actual business relationship with Jabil; or

(iii) solicit any Jabil employee to end or modify his/her relationship with Jabil for employment outside of Jabil.

(b) Unless compelled by subpoena, Grantee will not at any time use or talk about, write about, disclose in any manner or publicize:

(i) Jabil's business, operations or employment data, policies or practices; or

(ii) The proprietary or trade secret or confidential information of Jabil (including without limitation merger and acquisition strategies, methods, and plans), or of its customers, vendors, merger/acquisition candidates, employees, contractors or consultants.

(c) As used herein, “Competitor” means any individual or entity which competes with Jabil or any customers of Jabil with whom Grantee had substantial contact during the two (2) year period preceding Grantee’s separation from Jabil; or any of their current or future parents, subsidiaries, divisions, or direct or indirect affiliates (“affiliates” to include any entity in which the named entity has or from time to time may have a majority equity interest) anywhere in the world.

The foregoing restrictions shall not apply if the Grantee resides and/or primarily works in the State of California.

(d) During the period of one (1) year following termination of the Grantee’s employment with Jabil, the Grantee agrees to notify the Company in writing prior to accepting new employment, or engaging in any other activity which may violate this Agreement, and the Grantee agrees to provide in such notice information concerning the anticipated new employment or activity, including, but not limited to: name of employer; address of employer; job title; and scope and responsibilities of the new position. The Grantee recognizes that such duty of notification is not affected by the Grantee’s belief that such employment may perhaps not violate this Agreement or otherwise be unfairly competitive with Jabil. The Grantee’s written notice should be addressed to General Counsel of the Company. Provided, however, the foregoing notice requirement shall not apply if the Grantee resides and/or primarily works in the State of California.

(e) During the period of one (1) year following termination of the Grantee’s employment with Jabil, the Grantee shall provide a copy of Section 7 of this Award Agreement to each new employer before starting in any new employment. The Grantee agrees that the Company may notify any third party about the Grantee’s obligations under Section 7 of this Award Agreement until such obligations are fulfilled.

(f) If any provision of this Section 7 is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed to be severed from the Award Agreement and such invalidity, illegality or unenforceability will not affect any other provision of the Award Agreement, all of which shall remain valid and enforceable. Notwithstanding the foregoing, if a court of competent jurisdiction determines that the covenants contained in this Section 7 are unenforceable because they are overbroad in some respect, to the full extent permitted by applicable law, the court shall revise or reform any aspect of this Section 7 so as to make the scope of such Section 7 as broad as can be enforced under applicable law. A ruling that any provision of this Section 7 regarding post-employment obligations is unenforceable does not impact the Company’s ability to execute rights regarding forfeiture and clawback.

(g) In the event of an anticipated or actual breach by the Grantee of this Section 7, the Grantee acknowledges and agrees that damages would not be an adequate remedy to compensate Jabil for the harm to the business of Jabil and, in such event, agrees that Jabil shall be entitled to a temporary restraining order and to temporary injunctive relief to prevent or terminate such anticipated or actual breach, provided, however, that nothing in this Agreement shall be construed to limit any permanent relief to which Jabil may be entitled or the damages otherwise recoverable by Jabil in any such event.

(h) If the Grantee violates any aspect of this Section 7, or any duty of loyalty or confidentiality imposed by law, in addition to any damages that the Grantee may be required to pay, the Grantee understands and agrees that the Grantee shall be required to reimburse Jabil for all its costs incurred to enforce this Agreement, including but not limited to, all attorneys’ fees.

Notwithstanding the foregoing, no provision of this Section 7 is intended to or shall limit, prevent, impede or interfere with the Grantee’s non-waivable right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding Jabil’s past or future conduct, engage in any activities protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Grantee does not need prior authorization from the Company to make any such reports or disclosures and is not required to notify the Company that the Grantee has made such reports or disclosures.

8. Dividend Equivalents; Adjustments.

(a) Dividend Equivalents. During the period beginning on the Grant Date and ending on the date that Shares are issued in settlement of a Restricted Stock Unit, the Grantee will accrue dividend equivalents on Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) equal to the cash dividend or distribution that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding Share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the Restricted Stock Units to which they relate, and (ii) will be denominated and payable solely in cash. Dividend equivalent payments, at settlement, will be net of applicable federal, state, local and foreign income and social insurance withholding taxes (subject to Section 9).

(b) Adjustments. The number of Restricted Stock Units (including electively deferred 409A RSUs, as applicable to U.S. taxpayers) credited to the Grantee, and each adjusted core earnings per share amount and Cumulative EPS amount specified for purposes of the Performance Goal, shall be subject to adjustment by the Company, in accordance with Section 12 of the Plan, in order to preserve without enlarging the Grantee's rights with respect to such Restricted Stock Units. Any such adjustment shall be made taking into account any crediting of cash dividend equivalents to the Grantee under Section 8(a) in connection with such transaction or event. In the case of an extraordinary cash dividend, the Committee may determine to adjust the Grantee's Restricted Stock Units under this Section 8(b) in lieu of crediting cash dividend equivalents under Section 8(a). Restricted Stock Units credited to the Grantee as a result of an adjustment shall be subject to the same forfeiture and settlement terms as applied to the related Restricted Stock Units prior to the adjustment.

9. Responsibility for Taxes and Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates, if any. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of Shares, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or

(b) withholding in Shares to be delivered upon settlement; or

(c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement;

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable withholding rates but not exceeding the maximum statutory withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded Restricted Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

10. Code Section 409A.

(a) General. Payments made pursuant to this Agreement are intended to be exempt from Section 409A of the Code or to otherwise comply with Section 409A of the Code. Accordingly, other provisions of the Plan or this Agreement notwithstanding, the provisions of this Section 10 will apply in order that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or otherwise comply with Code Section 409A. In addition, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all Restricted Stock Units, and related dividend equivalents and any other related rights, are exempt from or otherwise comply, and in operation comply, with Code Section 409A (including, without limitation, the avoidance of penalties thereunder). Other provisions of the Plan and this Agreement notwithstanding, the Company makes no representations that the Restricted Stock Units, and related dividend equivalents and any other related rights, will be exempt from or avoid any penalties that may apply under Code Section 409A, makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units and related dividend equivalents and any other related rights, and will not indemnify or provide a gross up payment to a Grantee (or his beneficiary) for any taxes, interest or penalties imposed under Code Section 409A. As applicable to U.S. taxpayers, other restrictions and limitations under any deferred compensation plan or general rules applicable to deferrals apply to electively deferred 409A RSUs and related dividend equivalents and, if those provisions apply and are compliant with Code Section 409A, they shall take precedence over inconsistent provisions of this Section 10.

(b) Restrictions on 409A RSUs. In the case of any 409A RSUs, the following restrictions will apply:

(i) Separation from Service. Any payment in settlement of the 409A RSUs that is triggered by a termination of Continuous Service (or other termination of employment) hereunder will occur only if the Grantee has had a “separation from service” within the meaning of Treasury Regulation § 1.409A-1(h), with such separation from service treated as the termination for purposes of determining the timing of any settlement based on such termination.

(ii) Six-Month Delay Rule. The “six-month delay rule” will apply to 409A RSUs if these four conditions are met:

(A) the Grantee has a separation from service (within the meaning of Treasury Regulation § 1.409A-1(h)) for a reason other than death;

(B) a payment in settlement is triggered by such separation from service; and

(C) the Grantee is a “specified employee” under Code Section 409A.

If it applies, the six-month delay rule will delay a settlement of 409A RSUs triggered by separation from service where the settlement otherwise would occur within six months after the separation from service, subject to the following:

(D) any delayed payment shall be made on the date six months and one day after separation from service;

(E) during the six-month delay period, accelerated settlement will be permitted in the event of the Grantee’s death and for no other reason (including no acceleration upon a Change in Control) except to the extent permitted under Code Section 409A; and

(F) any settlement that is not triggered by a separation from service, or is triggered by a separation from service but would be made more than six months after separation (without applying this six-month delay rule), shall be unaffected by the six-month delay rule.

(c) Other Compliance Provisions. The following provisions apply to Restricted Stock Units:

(i) Each tranche of Restricted Stock Units (including dividend equivalents accrued thereon) that potentially could vest at or following a Determination Date under Section 2 shall be deemed a separate payment for purposes of Code Section 409A.

(ii) The settlement of 409A RSUs may not be accelerated by the Company except to the extent permitted under Code Section 409A. The Company may, however, accelerate vesting (i.e., may waive the risk of forfeiture tied to termination of the Grantee's Continuous Service) of 409A RSUs, without changing the settlement terms of such 409A RSUs.

(iii) It is understood that Good Reason for purposes of this Agreement is limited to circumstances that qualify under Treasury Regulation § 1.409A-1(n)(2).

(iv) For U.S. taxpayers, any election to defer settlement of Restricted Stock Units must comply with the election timing rules under Code Section 409A.

(v) Any restriction imposed on 409A RSUs hereunder or under the terms of other documents solely to ensure compliance with Code Section 409A shall not be applied to a Restricted Stock Unit that is not a 409A RSU except to the extent necessary to preserve the status of such Restricted Stock Unit as not being a "deferral of compensation" under Code Section 409A.

(vi) If any mandatory term required for 409A RSUs or other RSUs, or related dividend equivalents or other related rights, to avoid tax penalties under Code Section 409A is not otherwise explicitly provided under this document or other applicable documents, such term is hereby incorporated by reference and fully applicable as though set forth at length herein.

(vii) In the case of any settlement of Restricted Stock Units during a specified period following the Determination Date or other date triggering a right to settlement, the Grantee shall have no influence (other than permitted deferral elections, as applicable to U.S. taxpayers) on any determination as to the tax year in which the settlement will be made.

(viii) In the case of any Restricted Stock Unit that is not a 409A RSU, if the circumstances arise constituting a Disability but termination of the Grantee's Continuous Service has not in fact resulted immediately without an election by the Grantee, then only the Company or a Subsidiary may elect to terminate the Grantee's Continuous Service due to such Disability.

(ix) If the Company has a right of setoff that could apply to a 409A RSU, such right may only be exercised at the time the 409A RSU would have been settled, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the settlement date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

11. Deferral. If permitted by the Administrator, for U.S. taxpayers, the issuance of the Shares issuable with respect to the Restricted Stock Units may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time, including but not limited to Section 409A of the Code and the Employee Retirement Income Security Act of 1974, as amended. Shares issuable with respect to electively deferred 409A RSUs, and related dividend equivalents, shall remain subject to the terms and conditions of this Agreement, and for this purpose shall be considered rights related to the 409A RSUs, to the extent applicable and not otherwise superseded by any deferred compensation plan or general rules applicable to electively deferred 409A RSUs, until such 409A RSUs are settled and the Shares issued, including but not limited to Sections 5, 6(d), 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17 of this Agreement

12. No Effect on Employment or Rights under the Plan. Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or any Subsidiary or affect any right which the Company or any Subsidiary may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual

or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Administrator, and the Grantee shall not in any circumstances have any right to be granted an Award.

13. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14. Successors; Severability; Entire Agreement; Headings. This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein. Subject to the terms and conditions of the Plan, any rules adopted by the Company or the Administrator and applicable to this Agreement and the terms of any elective deferral of the Grantee applicable to the Restricted Stock Units for U.S. taxpayers, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

15. Grantee Acknowledgements and Consents.

(a) Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests. In those jurisdictions where the Grantee's consent to the processing of the Grantee's personal data is required, the Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein.

Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is the Grantee's consent (where required) or that it is authorized by the Company's use of the standard data protection clauses adopted in accordance with applicable law.

Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Voluntariness and Consequences of Consent Denial or Withdraw. The Grantee's participation in the Plan and his or her grant of consent, if required, if purely voluntary. The Grantee may reject participation in the Plan or withdraw the Grantee's consent, if applicable, at any time. If the Grantee rejects participation in the Plan, does not consent, if applicable, or withdraws his or her consent, if applicable, the Grantee may be unable to participate in the Plan. This would not affect the Grantee's existing employment or salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

(b) Voluntary Participation. The Grantee's participation in the Plan is voluntary. The value of the Restricted Stock Units is an extraordinary item of compensation. Unless otherwise expressly provided in a separate agreement between the Grantee and the Company or a Subsidiary, the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) Electronic Delivery and Acceptance. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ELECTRONIC DELIVERY OF THE PLAN, THE PROSPECTUS FOR THE PLAN AND OTHER DOCUMENTS RELATED TO THE PLAN (COLLECTIVELY, THE "PLAN DOCUMENTS"). THE COMPANY WILL DELIVER THE PLAN DOCUMENTS ELECTRONICALLY TO THE GRANTEE BY E-MAIL, BY POSTING SUCH DOCUMENTS ON ITS INTRANET WEBSITE OR BY ANOTHER MODE OF ELECTRONIC DELIVERY AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE CONSENTS AND AGREES THAT SUCH PROCEDURES AND DELIVERY MAY BE EFFECTED BY A BROKER OR THIRD PARTY ENGAGED BY THE COMPANY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO THE PLAN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE HEREBY CONSENTS TO ANY AND ALL PROCEDURES THE COMPANY HAS ESTABLISHED OR MAY ESTABLISH FOR ANY ELECTRONIC SIGNATURE SYSTEM FOR DELIVERY AND ACCEPTANCE OF ANY PLAN DOCUMENTS, INCLUDING THIS AGREEMENT, THAT THE COMPANY MAY ELECT TO DELIVER AND AGREES THAT HIS ELECTRONIC SIGNATURE IS THE SAME AS, AND WILL HAVE THE SAME FORCE AND EFFECT AS, HIS MANUAL SIGNATURE. THE COMPANY WILL SEND TO THE GRANTEE AN E-MAIL ANNOUNCEMENT WHEN THE PLAN DOCUMENTS ARE AVAILABLE ELECTRONICALLY FOR THE GRANTEE'S REVIEW, DOWNLOAD OR PRINTING AND WILL PROVIDE INSTRUCTIONS ON WHERE THE PLAN DOCUMENTS CAN BE FOUND. UNLESS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, THE GRANTEE WILL NOT INCUR ANY COSTS FOR RECEIVING THE PLAN DOCUMENTS ELECTRONICALLY THROUGH THE COMPANY'S COMPUTER NETWORK. THE GRANTEE WILL HAVE THE RIGHT TO RECEIVE PAPER COPIES OF ANY PLAN DOCUMENT BY SENDING A WRITTEN REQUEST FOR A PAPER COPY TO THE ADMINISTRATOR. THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY OF THE PLAN DOCUMENTS WILL BE VALID AND REMAIN EFFECTIVE UNTIL THE EARLIER OF (i) THE TERMINATION OF THE GRANTEE'S PARTICIPATION IN THE PLAN AND (ii) THE WITHDRAWAL OF THE GRANTEE'S CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE GRANTEE HAS THE RIGHT AT ANY TIME TO WITHDRAW HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE OF THE PLAN DOCUMENTS BY SENDING A WRITTEN NOTICE OF WITHDRAWAL TO THE ADMINISTRATOR. IF THE GRANTEE WITHDRAWS HIS CONSENT TO ELECTRONIC DELIVERY AND ACCEPTANCE, THE COMPANY WILL RESUME SENDING PAPER COPIES OF THE PLAN DOCUMENTS WITHIN TEN (10) BUSINESS DAYS OF ITS RECEIPT OF THE WITHDRAWAL NOTICE. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY, THE GRANTEE ACKNOWLEDGES THAT HE IS ABLE TO ACCESS, VIEW AND RETAIN AN E-MAIL ANNOUNCEMENT INFORMING THE GRANTEE THAT THE PLAN DOCUMENTS ARE AVAILABLE IN EITHER HTML, PDF OR SUCH OTHER FORMAT AS THE COMPANY DETERMINES IN ITS SOLE DISCRETION.

(d) Unfunded Plan. The Grantee acknowledges and agrees that any rights of the Grantee relating to the Grantee's Restricted Stock Units and related dividend equivalents and any other related rights shall constitute bookkeeping entries on the books of the Company and shall not create in the Grantee any right to, or claim against, any specific assets of the Company or any Subsidiary, nor result in the creation of any trust or escrow account for the Grantee. With respect to the Grantee's entitlement to any payment hereunder, the Grantee shall be a general creditor of the Company.

16. Additional Acknowledgements. By accepting this Agreement electronically, the Grantee and the Company agree that the Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Agreement. The Grantee has reviewed in its entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to electronically accepting this Agreement and fully understands all provisions of the Plan and this Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Agreement.

17. Country Appendix. Notwithstanding any provision of this Agreement to the contrary, this Restricted Stock Unit grant and any Shares issued pursuant to this Agreement shall be subject to the applicable terms and provisions as set forth in the Country Appendix attached hereto and incorporated herein, if any, for the Grantee's country of residence (and country of employment, if different).

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent, the Grantee acknowledges acceptance of, and consents to be bound by, the Plan and this Agreement, including the restrictive covenant provisions, and any other rules, agreements or other terms and conditions incorporated herein by reference.

COUNTRY APPENDIX
ADDITIONAL TERMS AND CONDITIONS TO RESTRICTED STOCK UNIT AWARD AGREEMENT

This Country Appendix ("Appendix") includes the following additional terms and conditions that govern the Grantee's Stock Award for all Grantees that reside and/or work in one of the countries listed below.

Notifications

This Country Appendix also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **October 2020**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Country Appendix as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time that the Restricted Stock Units vest, or Shares are delivered in settlement of the Restricted Stock Units, or the Grantee sells any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and none of the Company, its Subsidiaries, nor the Administrator is in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country of residence and/or work may apply to the Grantee's situation.

Finally, if the Grantee transfers employment after the Grant Date, or is considered a resident of another country for local law purposes following the Grant Date, the notifications contained herein may not be applicable to the Grantee, and the Administrator shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Grantee.

Terms and Conditions Applicable to All Jurisdictions

English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that this Agreement, the Plan and all other documents, rules, procedures, forms, notices and legal proceedings entered into, given or instituted pursuant to the Stock Award, be drawn up in English. The Grantee further acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement, the Plan and any rules, procedures, forms or documents related to the Stock Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Repatriation; Compliance with Laws. The Grantee agrees, as a condition of the grant of the Stock Award, to repatriate all payments attributable to the Award and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents, and any proceeds derived from the sale of the Shares acquired pursuant to the Agreement) in accordance with all foreign exchange rules and regulations applicable to the Grantee. The Company and the Administrator reserve the right to impose other requirements on the Grantee's participation in the Plan, on the Restricted Stock Units and on any Shares acquired or cash payments made pursuant to the Agreement, to the extent the Company, its Subsidiaries or the Administrator determines it is necessary or advisable in order to comply with local law or to facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Finally, the Grantee agrees to take any and all actions as may be required to comply with the Grantee's personal legal and tax obligations under all laws, rules and regulations applicable to the Grantee.

Commercial Relationship. The Grantee expressly recognizes that the Grantee's participation in the Plan and the Company's Stock Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Awards as a consequence of the commercial relationship between the Company and the Company's Subsidiary that employs the Grantee, and the Company's Subsidiary that employs the Grantee is the Grantee's sole employer. Based on the foregoing, the Grantee expressly recognizes that (a) the Plan and the

benefits the Grantee may derive from participation in the Plan do not establish any rights between the Grantee and the Subsidiary that employs the Grantee, (b) the Plan and the benefits the Grantee may derive from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary that employs the Grantee, and (c) any modifications or amendments of the Plan by the Company or the Administrator, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary that employs the Grantee.

Private Placement. The grant of the Stock Award is not intended to be a public offering of securities in the Grantee's country of residence and/or employment but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Stock Award is not subject to the supervision of the local securities authorities.

Additional Acknowledgements. The **GRANTEE** also acknowledges and agrees to the following:

- The grant of the Stock Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards or benefits in lieu of the Stock Award even if Stock Awards have been granted repeatedly in the past.
- The future value of the Shares and any related dividend equivalents is unknown and cannot be predicted with certainty.
- No claim or entitlement to compensation or damages arises from the forfeiture of the Stock Award or any of the Restricted Stock Units or related dividend equivalents, the termination of the Plan, or the diminution in value of the Restricted Stock Units or Shares, and the Grantee irrevocably releases the Company, its Subsidiaries, the Administrator and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Administrator is providing any tax, legal or financial advice or making any recommendations regarding the Grantee's participation in the Plan, the grant, vesting or settlement of the Grantee's Restricted Stock Units, or the Grantee's acquisition or sale of the Shares delivered in settlement of the Restricted Stock Units. The Grantee is hereby advised to consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

Terms and Conditions Applicable to All EU/EEA Jurisdictions, Switzerland and the United Kingdom

Data Privacy. As communicated in Jabil's Notice of Data Collection, Processing and Transfer of Employee Personal Data, as updated from time to time.

(a) Data Collection and Usage. The Company collects, processes and uses personal data about the Grantee, including but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Grantee's employer. In order for the Grantee to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Grantee's personal data is based on the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests.

(b) Stock Plan Administration and Service Providers. The Company may transfer the Grantee's data to one or more third party stock plan service providers based in the United States ("U.S."), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Grantee to receive and trade Shares. The Grantee may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).

(c) International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company and its service providers are based. The Company's legal basis for the transfer of the Grantee's data to the U.S. is that it is authorized by the Company's participation in the EU-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission.

(d) Data Retention. The Company will use the Grantee's personal data only as long as necessary to implement, administer and manage the Grantee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Grantee's personal data, which will generally be seven (7) years after the Grantee participates in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in the Grantee's jurisdiction. Depending on where the Grantee is based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of the Grantee's personal data. To receive clarification regarding these rights or to exercise these rights, the Grantee can contact his or her local human resources department.

Notifications Applicable to Austria

Consumer Protection Information. If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Grantee may be entitled to revoke the Grantee's acceptance of the Agreement (and thereby revoke his acceptance of the Restricted Stock Units) under the conditions listed below:

(i) If the Grantee accepts the Stock Award, the Grantee may be entitled to revoke the Grantee's acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.

(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if the Grantee returns the Agreement to the Administrator or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.

Exchange Control Information. The Grantee may be required to comply with certain exchange control obligations if the Grantee holds securities (including Shares) or cash (including proceeds from the sale of such Shares) outside of Austria. If the transaction volume of all of the Grantee's accounts abroad meets or exceeds €10,000,000, the movement and balance of all accounts must be reported monthly to the Austrian National Bank, as of the last day of the month, on or before the fifteenth day of the following month using the prescribed form "*Meldungen SI-Forderungen und/oder SI-Verpflichturngen*."

Terms and Conditions Applicable to Canada

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, this Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

Securities Law Information. The Grantee is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, the New York Stock Exchange).

Use of English Language. The Grantee acknowledges and agrees that it is the Grantee's express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir souhaité expressément que la convention ainsi les notices et la documentation juridique fournis ou mis en œuvre ou institués directement ou indirectement, relativement aux présentes, soient rédigés en anglais.*

Tax Reporting Information. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) to the Canada Revenue Agency on Form T1135 (Foreign Income Verification Statement) if the total cost of the Grantee's foreign specified property exceeds C$100,000 at any time in the year. The form must be filed by April 30th of the following year. Foreign specified property also includes unvested Restricted Stock Units (generally at nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property. The Grantee should consult with his or her personal tax advisor to determine his or her reporting requirements.

Termination of Employment. For purposes of the Stock Award, except as otherwise provided under applicable law, the date of the Grantee's termination of employment shall be the date that is the earliest of (i) the date on which the Grantee's employment is terminated, (ii) the date on which the Grantee receives notice of termination, or (iii) the date on which the Grantee is no longer actively providing services to the Company or any Subsidiary, regardless of any notice period or period of pay in lieu of such notice required under applicable employment laws in the jurisdiction where the Grantee is employed (including, but not limited to statutory law, regulatory law and/or common law) or the terms of the Grantee's employment agreement, if any. The Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Award (including whether the Grantee may still be considered to be providing services while on a leave of absence).

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Grantee's right to vest in the Stock Award under the Plan, if any, will terminate effective as of the last day of the Grantee's minimum statutory notice period, but the Grantee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Grantee's statutory notice period, nor will the Grantee be entitled to any compensation for lost vesting.

Data Privacy. The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

Terms and Conditions Applicable to China

Satisfaction of Regulatory Obligations. If the Grantee is a national of the Peoples' Republic of China ("PRC"), this Restricted Stock Unit grant is subject to additional terms and conditions, as determined by the Company in its sole discretion, in order for the Company to obtain the applicable approvals from the PRC State Administration of Foreign Exchange ("SAFE") to permit the operation of the Plan in accordance with applicable PRC exchange control laws and regulations.

Immediate Sale of Shares. If the Grantee is a PRC national, he or she may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee in accordance with applicable exchange control laws and regulations.

Exchange Control Restrictions. The Grantee understands and agrees that, if the Grantee is subject to exchange control laws in China, the Grantee will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Grantee further understands that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and he or she hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on his or her behalf prior to being delivered to the Grantee and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Grantee in U.S. dollars or local currency at the Company's discretion.

If the proceeds are paid in U.S. dollars, the Grantee understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid in local currency, the Grantee acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Grantee agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Grantee. The Grantee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Administration. The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Grantee may incur or suffer resulting from the enforcement of the terms of this Appendix or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Stock Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Terms and Conditions Applicable to Denmark

Treatment of Stock Awards Upon Termination of Employment. Notwithstanding any provision in the Agreement or the Plan to the contrary, if the Grantee is determined to be an "Employee," as defined in Section 2 of the Danish Act on the Use of Rights to Purchase or Subscribe for Shares etc. in Employment Relationships (the "Stock Option Act"), the treatment of the Stock Award upon the Grantee's termination of employment may be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Plan governing the treatment of the Stock Award upon termination of employment are more favorable, then the provisions of the Agreement or the Plan shall govern.

Foreign Asset / Account Reporting Information. The new Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated individuals to inform the Danish Tax Administration about shares held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the relevant Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts.

However, the Grantee must still report foreign bank/broker accounts and their deposits, as well as shares held in a foreign bank or broker account in the Grantee's tax return under the section on foreign affairs and income.

Terms and Conditions Applicable to France

Tax Information. The Stock Award is not intended to be a French-qualified award.

Language Consent. By accepting the Award and the Agreement, which provides for the terms and conditions of the Award, the Grantee confirms having read and understood the documents relating to this grant (the Plan and the Agreement, including this Appendix) which were provided in English language. The Grantee accepts the terms of those documents accordingly. *En acceptant l'Attribution et ce Contrat qui contient les termes et conditions de l'Attribution, le Bénéficiaire confirmez avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat, ainsi que la présente Annexe) qui vous ont été transmis en langue anglaise. Le Bénéficiaire acceptez ainsi les conditions et termes de ces documents.*

Foreign Asset / Account Reporting Information. The Grantee should report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his / her annual tax return. The Grantee should consult his / her personal advisor to ensure compliance with applicable reporting obligations.

Notifications Applicable to Germany

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). The Grantee understands that in the event he or she receives a payment in excess of this amount in connection with the sale of securities (including Shares acquired under the Plan), the Grantee must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Foreign Asset/Account Reporting Information. If the Grantee's acquisition of shares under the Plan leads to a so-called qualified participation at any point during the calendar year, the Grantee will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if the value of the shares acquired exceeds €150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Award shall be settled only in Shares of the Company (and may not be settled in cash).

IMPORTANT NOTICE. WARNING: The Agreement, the Plan and all other materials pertaining to the Plan have not been reviewed by any regulatory authority in Hong Kong. The Grantee understands that the Grantee is hereby advised to exercise caution in relation to the offering thereunder and that if the Grantee has any doubts about any of the contents of the aforementioned materials, the Grantee should obtain independent professional advice.

Notifications Applicable to Ireland

Director Notification Requirement. If the Grantee is a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Section 53 of the Irish Company Act 1990, the Grantee must notify the Irish subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units or Shares), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).

Terms and Conditions Applicable to Israel

Immediate Sale of Shares. Notwithstanding anything to the contrary in the Agreement, the Grantee may be required to immediately sell all Shares acquired upon vesting of the Restricted Stock Units (in which case, this Appendix shall give the Company the authority to issue sales instructions on the Grantee's behalf). The Grantee agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated brokerage firm) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds) and shall otherwise cooperate with the Company with respect to such matters. The Grantee acknowledges that neither the Company nor the designated brokerage firm is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Grantee.

Securities Law Information. The grant of the Restricted Stock Units does not constitute a public offering under the Securities Law, 1968.

Terms and Conditions Applicable to Italy

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (such as cash or Restricted Stock Units) during any fiscal year which may generate income taxable in Italy (or if the Grantee is the beneficial owner of such an investment or asset even if the Grantee does not directly hold the investment or asset), the Grantee is required to report such investments or assets on his / her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Grantee is not required to file a tax return). The Grantee should consult with his / her personal tax advisor as to whether the reporting obligation applies to the Grantee and whether he / she will be required to report details of any outstanding Stock Awards or Shares held by the Grantee outside of Italy in the Grantee's relevant annual tax return.

Foreign Asset Tax Information. The value of the financial assets held outside of Italy by Italian residents is subject to a foreign asset tax at an annual rate of 2 per thousand (0.2%). The taxable amount will be the fair market value of the financial assets (*e.g.*, Shares) assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets held abroad does not exceed a certain threshold.

Notifications Applicable to Malaysia

Director Reporting Requirement. If the Grantee is a director of the local affiliate in Malaysia, the Grantee has an obligation to notify the local affiliate in Malaysia in writing: (i) when the Grantee is granted a Stock Award under the Plan, (ii) when the Grantee's Restricted Stock Units are settled and the Grantee receives Shares, (iii) when Shares are sold or (iv) when there is an event giving rise to a change with respect to the Grantee's interest in the Company. The Grantee must provide this notification within 14 days of the date the interest is acquired or disposed of or the occurrence of the event giving rise to the change to enable the local affiliate in Malaysia to comply with the relevant requirements of the Malaysian authorities. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.

Notifications Applicable to Mexico

Commercial Relationship. The Grantee expressly acknowledges that the Grantee's participation in the Plan and the Company's grant of the Stock Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Award as a consequence of the commercial relationship between the Company and the Subsidiary in Mexico that employs the Grantee, and the Company's Subsidiary in Mexico that employs is the Grantee's sole employer. Based on the foregoing: (a) the Grantee expressly acknowledges that the Plan and the benefits derived from participation in the Plan do not establish any rights between the Grantee and the Subsidiary in Mexico that employs the Grantee; (b) the Plan and the benefits derived from participation in the Plan are not part of the employment conditions and/or benefits provided by the Subsidiary in Mexico that employs the Grantee; and (c) any modifications or amendments of the Plan or benefits granted thereunder by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Subsidiary in Mexico that employs the Grantee.

Extraordinary Item of Compensation. The Grantee expressly recognizes and acknowledges that the Grantee's participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as the Grantee's free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Agreement and this Appendix. As such, the Grantee acknowledges and agrees that the Company, in its sole discretion, may amend and/or discontinue the Grantee's participation in the Plan at any time and without any liability. The value of the Restricted Stock Units is an extraordinary item of compensation outside the scope of the Grantee's employment contract, if any. The Restricted Stock Units are not part of the Grantee's regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Company's Subsidiary in Mexico that employs the Grantee.

Securities Law Information. The Restricted Stock Units and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement, this Appendix and any other document relating to the Restricted Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Grantee only because of the Grantee's existing relationship with the Company and its subsidiaries and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of the Company or its subsidiaries made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

Terms and Conditions Applicable to the Netherlands

Waiver of Termination Rights. The Grantee hereby waives any and all rights to compensation or damages as a result of the Grantee's termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) the Grantee ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.

Notifications Applicable to Singapore

Director Notification Obligation. The Grantee acknowledges that if he / she is a director or shadow director of a Subsidiary in Singapore, the Grantee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Grantee receives an interest (e.g., Restricted Stock Units, Shares) in the Company. In addition, the Grantee acknowledges that he / she must notify the Subsidiary in Singapore when he / she sells Shares. These notifications must be made within two days of acquiring or disposing of an interest in the Company. In addition, the Grantee acknowledges that he / she must make a notification of the Grantee's interest in the Company within two days of becoming a director. If the Grantee is the Chief Executive Officer ("CEO") of a Singapore subsidiary and the above notification requirements are determined to apply to the CEO of a Singapore subsidiary, the above notification requirements also may apply to the Grantee.

Securities Law Information. The Restricted Stock Units are being granted to grantees pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Grantee should note that the Restricted Stock Units are subject to section 257 of the SFA and the Grantee will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of Shares subject to the Restricted Stock Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

Terms and Conditions Applicable to Sweden

Authorization to Withhold. This provision supplements Section 9 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 9 of the Agreement, by accepting the Restricted Stock Units, the Grantee authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Grantee upon settlement/vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

Notifications Applicable to Switzerland

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of the Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units (a) constitutes a prospectus as such term is understood pursuant to article 35 et. seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any other Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority "FINMA".

Notifications Applicable to Taiwan

Securities Law Information. The offer to participate in the Plan is available only for employees of the Company and its Subsidiaries. The offer to participate in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.

Terms and Conditions Applicable to the United Kingdom

Responsibility for Taxes. This provision supplements Section 9 of the Agreement:

Without limitation to Section 9 of the Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such taxes, as and when requested by the Company or (if different) the Grantee's employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also hereby agrees to indemnify and keep indemnified the Company and (if different) the Grantee's employer against any such taxes that they are required to pay or withhold on the Grantee's behalf or have paid or will pay to the HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or executive officer (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Grantee is a director or executive officer and income tax due is not collected from or paid by the Grantee within 90 days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to the Grantee on which additional income tax and national insurance contributions may be payable. The Grantee acknowledges that the Grantee ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or (if different) the Grantee's employer for the value of any employee national insurance contributions due on this additional benefit, which the Company or (if different) the Grantee's employer may recover from the Grantee at any time thereafter by any of the means referred to in the Agreement.

EXHIBIT 31.1

CERTIFICATIONS

I, Mark T. Mondello, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Jabil Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a – 15 (e) and 15d – 15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a – 15(f) and 15d – 15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 2, 2021

/s/ MARK T. MONDELLO

Mark T. Mondello
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Michael Dastoor, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Jabil Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a – 15 (e) and 15d – 15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a – 15(f) and 15d – 15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 2, 2021

/s/ MICHAEL DASTOOR

Michael Dastoor
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Jabil Inc. (the "Company") on Form 10-Q for the fiscal quarter ended February 28, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, Mark T. Mondello, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 2, 2021

/s/ MARK T. MONDELLO

Mark T. Mondello
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Jabil Inc. (the "Company") on Form 10-Q for the fiscal quarter ended February 28, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, Michael Dastoor, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 2, 2021

/s/ MICHAEL DASTOOR

Michael Dastoor
Chief Financial Officer