

**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 November 30, 2025

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



(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

38-1886260

(I.R.S. Employer Identification No.)

10800 Roosevelt Boulevard 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

Common Stock, \$0.001 par value per share

Trading symbol(s)

JBL

Name of each exchange on which registered

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
Non-accelerated filer

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 January 2, 2026, there were 105,595,267 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 millions, except for share data)

| | November 30, 2025 (Unaudited) | August 31, 2025 |
|--|----------------------------------|-----------------|
| ASSETS | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 1,572 | \$ 1,933 |
| Accounts receivable, net of allowance for credit losses | 4,421 | 4,039 |
| Contract assets | 1,178 | 1,057 |
| Inventories, net of reserve for excess and obsolete inventory | 4,681 | 4,681 |
| Prepaid expenses and other current assets | 2,532 | 2,010 |
| Total current assets | 14,384 | 13,720 |
| Property, plant and equipment, net of accumulated depreciation of \$4,992 as of November 30, 2025, and \$4,970 as of August 31, 2025 | 2,831 | 2,847 |
| Operating lease right-of-use assets | 461 | 462 |
| Goodwill | 887 | 841 |
| Intangible assets, net of accumulated amortization | 297 | 273 |
| Deferred income taxes | 147 | 141 |
| Other assets | 269 | 259 |
| Total assets | \$ 19,276 | \$ 18,543 |
| LIABILITIES AND EQUITY | | |
| Current liabilities: | | |
| Current installments of notes payable and long-term debt | \$ 500 | \$ 499 |
| Accounts payable | 8,418 | 7,937 |
| Accrued expenses | 5,534 | 5,185 |
| Current operating lease liabilities | 96 | 93 |
| Total current liabilities | 14,548 | 13,714 |
| Notes payable and long-term debt, less current installments | 2,387 | 2,386 |
| Other liabilities | 377 | 345 |
| Non-current operating lease liabilities | 385 | 388 |
| Income tax liabilities | 128 | 113 |
| Deferred income taxes | 104 | 80 |
| Total liabilities | 17,929 | 17,026 |
| 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; 279,180,729 and 278,092,060 shares issued and 106,822,960 and 107,480,895 shares outstanding as of November 30, 2025 and August 31, 2025, respectively | — | — |
| Additional paid-in capital | 3,108 | 3,047 |
| Retained earnings | 6,519 | 6,382 |
| Accumulated other comprehensive loss | (22) | (17) |
| Treasury stock at cost, 172,357,769 and 170,611,165 shares as of November 30, 2025 and August 31, 2025, respectively | (8,261) | (7,899) |
| Total Jabil Inc. stockholders' equity | 1,344 | 1,513 |
| Noncontrolling interests | 3 | 4 |
| Total equity | 1,347 | 1,517 |
| Total liabilities and equity | \$ 19,276 | \$ 18,543 |

See accompanying notes to Condensed Consolidated Financial Statements.

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

| | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Net revenue | \$ 8,305 | \$ 6,994 |
| Cost of revenue | 7,563 | 6,388 |
| Gross profit | 742 | 606 |
| Operating expenses: | | |
| Selling, general and administrative | 344 | 305 |
| Research and development | 7 | 8 |
| Amortization of intangibles | 19 | 13 |
| Restructuring, severance and related charges | 76 | 83 |
| Gain from the divestiture of businesses | (2) | — |
| Acquisition and divestiture related charges | 15 | — |
| Operating income | 283 | 197 |
| Other expense | 29 | 20 |
| Interest expense, net | 34 | 38 |
| Income before income tax | 220 | 139 |
| Income tax expense | 74 | 39 |
| Net income | 146 | 100 |
| Net income attributable to noncontrolling interests, net of tax | — | — |
| Net income attributable to Jabil Inc. | \$ 146 | \$ 100 |
| Earnings per share attributable to the stockholders of Jabil Inc.: | | |
| Basic | \$ 1.37 | \$ 0.89 |
| Diluted | \$ 1.35 | \$ 0.88 |
| Weighted average shares outstanding: | | |
| Basic | 107.0 | 112.7 |
| Diluted | 108.3 | 114.0 |

See accompanying notes to Condensed Consolidated Financial Statements.

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

| | Three months ended | |
|---|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Net income | \$ 146 | \$ 100 |
| Other comprehensive (loss) income, net of tax: | | |
| Change in foreign currency translation | (4) | (3) |
| Change in derivative instruments | (2) | (4) |
| Prior service credit | 1 | 1 |
| Total other comprehensive loss | <u>(5)</u> | <u>(6)</u> |
| Comprehensive income | \$ 141 | \$ 94 |
| Comprehensive income attributable to noncontrolling interests | — | — |
| Comprehensive income attributable to Jabil Inc. | <u>\$ 141</u> | <u>\$ 94</u> |

See accompanying notes to Condensed Consolidated Financial Statements.

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

| | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Total stockholders' equity, beginning balances | \$ 1,517 | \$ 1,737 |
| Common stock: | — | — |
| Additional paid-in capital: | | |
| Beginning balances | 3,047 | 2,841 |
| Disposition of noncontrolling interest | — | 2 |
| Treasury shares purchased | (4) | 115 |
| Recognition of stock-based compensation | 63 | 44 |
| Provision for common stock warrant | 2 | — |
| Ending balances | <u>3,108</u> | <u>3,002</u> |
| Retained earnings: | | |
| Beginning balances | 6,382 | 5,760 |
| Declared dividends | (9) | (9) |
| Net income attributable to Jabil Inc. | 146 | 100 |
| Ending balances | <u>6,519</u> | <u>5,851</u> |
| Accumulated other comprehensive loss: | | |
| Beginning balances | (17) | (46) |
| Total other comprehensive loss | (5) | (6) |
| Ending balances | <u>(22)</u> | <u>(52)</u> |
| Treasury stock: | | |
| Beginning balances | (7,899) | (6,818) |
| Purchases of treasury stock under employee stock plans | (65) | (40) |
| Treasury shares purchased | (296) | (347) |
| Excise taxes related to treasury shares purchased | (1) | (3) |
| Ending balances | <u>(8,261)</u> | <u>(7,208)</u> |
| Noncontrolling interests: | | |
| Beginning balances | 4 | — |
| Net income attributable to noncontrolling interests | — | — |
| Other noncontrolling interest activity | (1) | — |
| Ending balances | <u>3</u> | <u>—</u> |
| Total stockholders' equity, ending balances | <u>\$ 1,347</u> | <u>\$ 1,593</u> |

See accompanying notes to Condensed Consolidated Financial Statements.

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

| | Three months ended | |
|---|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Cash flows provided by operating activities: | | |
| Net income | \$ 146 | \$ 100 |
| Depreciation, amortization, and other, net | 267 | 182 |
| Change in operating assets and liabilities, exclusive of net assets acquired | (90) | 30 |
| Net cash provided by operating activities | <u>323</u> | <u>312</u> |
| Cash flows used in investing activities: | | |
| Acquisition of property, plant and equipment | (95) | (97) |
| Proceeds and advances from sale of property, plant and equipment | 44 | 11 |
| Cash paid for business and intangible asset acquisitions, net of cash | (124) | (63) |
| Other, net | (5) | 13 |
| Net cash used in investing activities | <u>(180)</u> | <u>(136)</u> |
| Cash flows used in financing activities: | | |
| Borrowings under debt agreements | 200 | 100 |
| Payments toward debt agreements | (328) | (130) |
| Payments to acquire treasury stock | (300) | (232) |
| Dividends paid to stockholders | (10) | (10) |
| Treasury stock minimum tax withholding related to vesting of restricted stock | <u>(65)</u> | <u>(40)</u> |
| Net cash used in financing activities | <u>(503)</u> | <u>(312)</u> |
| Effect of exchange rate changes on cash and cash equivalents | (1) | (7) |
| Net decrease in cash and cash equivalents | (361) | (143) |
| Cash and cash equivalents at beginning of period | 1,933 | 2,201 |
| Cash and cash equivalents at end of period | <u>\$ 1,572</u> | <u>\$ 2,058</u> |

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, 2025. Results for the three months ended November 30, 2025, are not necessarily an indication of the results that may be expected for the full fiscal year ending August 31, 2026.

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 an immaterial servicing fee under each of the trade accounts receivable sale programs. 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.

In conjunction with the trade accounts receivable sale programs, the Company is required to remit amounts collected as a servicer under the trade accounts receivable sale programs to the unaffiliated financial institutions that purchased the receivables. The outstanding balance of receivables sold and not yet collected on accounts where the Company has continuing involvement was approximately \$564 million and \$927 million as of November 30, 2025, and August 31, 2025, respectively. 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 Company’s uncommitted 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 (in millions):

| Program | Maximum Amount ⁽¹⁾⁽²⁾ |
|---------|----------------------------------|
| A | \$ 350 |
| B | \$ 100 |
| C | \$ 1,900 CNY |
| D | \$ 230 |
| E | \$ 170 |
| F | \$ 75 |
| G | \$ 250 |
| H | \$ 2,000 |
| I | \$ 250 |
| J | \$ 250 |

⁽¹⁾ Maximum amount of trade accounts receivable that may be sold under a facility at any one time.

⁽²⁾ The trade accounts receivable sale programs either expire on various dates through 2028 or do not have expiration dates and may be terminated upon election of the Company or the unaffiliated financial institutions.

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

| | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Trade accounts receivable sold | \$ 3,749 | \$ 1,686 |
| Cash proceeds received | \$ 3,732 | \$ 1,676 |
| Pre-tax losses on sale of receivables ⁽¹⁾ | \$ 17 | \$ 10 |

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

3. Inventories

Inventories consist of the following (in millions):

| | November 30, 2025 | August 31, 2025 |
|---|-------------------|-----------------|
| Raw materials | \$ 3,879 | \$ 3,905 |
| Work in process | 274 | 335 |
| Finished goods | 599 | 508 |
| Reserve for excess and obsolete inventory | (71) | (67) |
| Inventories, net | <u>\$ 4,681</u> | <u>\$ 4,681</u> |

The Company is responsible for procuring certain components from suppliers for the manufacturing of finished goods at the direction of certain customers. If the Company does not obtain control of these components before they are transferred to the customer, the Company accounts for revenue and cost of revenue associated with such components on a net basis. Revenue and cost of revenue associated with components procured directly from customers is accounted for on a net basis if the components do not constitute a distinct good or service from the customer. As of November 30, 2025, and August 31, 2025, the Company had \$1.6 billion and \$1.1 billion, respectively, of components included in prepaid expenses and other current assets in the Company's Condensed Consolidated Balance Sheets, related to purchases made to procure components for customers whereby the associated revenue is expected to be accounted for on a net basis once transferred to the customer.

4. Leases

During fiscal year 2026, the Company entered into new operating and finance leases. The future minimum lease payments under these new leases as of November 30, 2025, were as follows (in millions):

| | Payments due by period | | | | | |
|--|------------------------|------------------|-----------|-----------|---------------|--|
| | Total | Less than 1 year | 1-3 years | 3-5 years | After 5 years | |
| Operating lease obligations ⁽¹⁾ | \$ 25 | \$ 7 | \$ 8 | \$ 8 | \$ 2 | |
| Finance lease obligations ⁽²⁾ | \$ 78 | \$ 44 | \$ 34 | — | — | |

⁽¹⁾ Excludes \$31 million of residual value guarantees that could potentially come due in future periods. The Company does not believe it is probable that any amounts will be owed under these guarantees. Therefore, no amounts related to the residual value guarantees are included in the lease payments used to measure the right-of-use assets and lease liabilities.

⁽²⁾ Excludes \$23 million of payments related to leases signed but not yet commenced. Additionally, certain leases signed but not yet commenced contain residual value guarantees and purchase options not deemed probable.

5. Goodwill and Other Intangible Assets

The following table presents the changes in goodwill allocated to the Company's reportable segments during the three months ended November 30, 2025 (in millions):

| | Regulated Industries | Intelligent Infrastructure | Connected Living and Digital Commerce | Total |
|---|----------------------|----------------------------|---------------------------------------|---------------|
| Balance as of August 31, 2025 | \$ 673 | \$ 76 | \$ 92 | \$ 841 |
| Acquisitions and adjustments ⁽¹⁾ | — | 47 | — | 47 |
| Change in foreign currency exchange rates | (1) | — | — | (1) |
| Balance as of November 30, 2025 | <u>\$ 672</u> | <u>\$ 123</u> | <u>\$ 92</u> | <u>\$ 887</u> |

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⁽¹⁾ In connection with the acquisition of Rebound Technologies Group Holdings Limited (“Rebound Technologies”) during the fiscal year 2026. See Note 15 – “Business Acquisitions and Divestitures” for additional information.

The following table is a summary of the Company’s gross goodwill balances and accumulated impairments as of the periods indicated (in millions):

| | November 30, 2025 | | August 31, 2025 | |
|----------|-----------------------|------------------------|-----------------------|------------------------|
| | Gross Carrying Amount | Accumulated Impairment | Gross Carrying Amount | Accumulated Impairment |
| Goodwill | \$ 1,907 | \$ 1,020 | \$ 1,861 | \$ 1,020 |

The following table presents the Company’s total purchased intangible assets as of the periods indicated (in millions):

| | Weighted Average Amortization Period (in years) | November 30, 2025 ⁽¹⁾ | | | August 31, 2025 | | |
|---|---|----------------------------------|--------------------------|---------------------|-----------------------|--------------------------|---------------------|
| | | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| Contractual agreements and customer relationships | 11 | \$ 513 | \$ (299) | \$ 214 | \$ 494 | \$ (292) | \$ 202 |
| Intellectual property | 8 | 258 | (185) | 73 | 240 | (182) | 58 |
| Finite-lived trade names | 2 | 138 | (128) | 10 | 132 | (119) | 13 |
| Total intangible assets | 9 | \$ 909 | \$ (612) | \$ 297 | \$ 866 | \$ (593) | \$ 273 |

⁽¹⁾ In connection with the acquisition of Rebound Technologies, the Company acquired \$43 million of intangible assets. See Note 15 – “Business Acquisitions and Divestitures” for additional information.

Intangible asset amortization during the three months ended November 30, 2025, and 2024 was approximately \$19 million and \$13 million, respectively. The estimated future amortization expense is as follows (in millions):

| Fiscal Year Ended August 31, | | | |
|------------------------------|--|--|--------|
| 2026 | | | \$ 40 |
| 2027 | | | 49 |
| 2028 | | | 46 |
| 2029 | | | 36 |
| 2030 | | | 34 |
| Thereafter | | | 92 |
| Total | | | \$ 297 |

6. Notes Payable and Long-Term Debt

Notes payable and long-term debt outstanding as of November 30, 2025, and August 31, 2025, are summarized below (in millions):

| | Maturity Date | November 30, 2025 | August 31, 2025 |
|---|---------------|-------------------|-----------------|
| 3.950% Senior Notes | Jan 12, 2028 | \$ 499 | \$ 499 |
| 3.600% Senior Notes | Jan 15, 2030 | 498 | 498 |
| 3.000% Senior Notes | Jan 15, 2031 | 595 | 595 |
| 1.700% Senior Notes | Apr 15, 2026 | 500 | 499 |
| 4.250% Senior Notes | May 15, 2027 | 498 | 497 |
| 5.450% Senior Notes | Feb 1, 2029 | 297 | 297 |
| Borrowings under credit facilities ⁽¹⁾ | Jun 18, 2030 | — | — |
| Total notes payable and long-term debt | | 2,887 | 2,885 |
| Less current installments of notes payable and long-term debt | | 500 | 499 |
| Notes payable and long-term debt, less current installments | | \$ 2,387 | \$ 2,386 |

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⁽¹⁾ As of November 30, 2025, the Company had \$4.0 billion in available unused borrowing capacity under its revolving credit facilities, of which \$3.2 billion was available under the senior unsecured credit agreement dated June 18, 2025 (the “Revolving Credit Facility”). The Revolving Credit Facility acts as the back-up facility for commercial paper outstanding, if any. The Company has a borrowing capacity of up to \$3.2 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 contain debt leverage and interest coverage covenants. The Company is also subject to certain covenants requiring the Company to offer to repurchase the 3.950%, 3.600%, 3.000%, 1.700%, 4.250% or 5.450% Senior Notes upon a change of control. As of November 30, 2025, and August 31, 2025, 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.

7. Asset-Backed Securitization Program

Certain Jabil entities participating in the global asset-backed securitization program continuously sell designated pools of trade accounts receivable to a special purpose entity, which in turn sells certain of the receivables at a discount to conduits administered by an unaffiliated financial institution on a monthly basis. In addition, a foreign entity participating in the global asset-backed securitization program sells certain receivables at a discount to conduits administered by an unaffiliated financial institution on a daily basis. 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 an immaterial servicing fee under the global asset-backed securitization program. In conjunction with the global asset-backed securitization program, the Company is required to remit amounts collected as a servicer under the global asset-backed securitization program to a special purpose entity. 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.

The special purpose entity in the global 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 up to the maximum amount of net cash proceeds available under the domestic, or U.S., portion of the global asset-backed securitization program are pledged as collateral to the unaffiliated financial institution as of November 30, 2025.

The global asset-backed securitization program expires in January 2028 and the maximum amount of net cash proceeds available at any one time is \$700 million.

The outstanding balance of receivables sold and not yet collected on accounts where the Company has continuing involvement was approximately \$386 million and \$372 million as of November 30, 2025, and August 31, 2025, respectively. Transfers of the receivables under the asset-backed securitization program are accounted for as sales and, accordingly, net receivables sold under the asset-backed securitization program 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.

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

| | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Trade accounts receivable sold | \$ 1,058 | \$ 1,067 |
| Cash proceeds received ⁽¹⁾ | \$ 1,048 | \$ 1,055 |
| Pre-tax losses on sale of receivables ⁽²⁾ | \$ 10 | \$ 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.

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The global asset-backed securitization program requires compliance with several covenants including compliance with the interest ratio and debt to EBITDA ratio of the Revolving Credit Facility. As of November 30, 2025, and August 31, 2025, the Company was in compliance with all covenants under the global asset-backed securitization program.

8. Accrued Expenses

Accrued expenses consist of the following (in millions):

| | November 30, 2025 | August 31, 2025 |
|--|-------------------|-----------------|
| Inventory deposits | \$ 1,099 | \$ 1,205 |
| Contract liabilities ⁽¹⁾ | 1,040 | 1,016 |
| Accrued compensation and employee benefits | 682 | 756 |
| Other accrued expenses | 2,713 | 2,208 |
| Accrued expenses | \$ 5,534 | \$ 5,185 |

⁽¹⁾ Revenue recognized during the three months ended November 30, 2025 and 2024 that was included in the contract liability balance as of August 31, 2025, and 2024 was \$187 million and \$150 million, respectively.

9. 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.

All derivative instruments are recorded gross on the Condensed Consolidated Balance Sheets at their respective fair values. Changes in fair value of derivative instruments are recorded in the Condensed Consolidated Statements of Operations, or as a component of AOCI in the Condensed Consolidated Balance Sheets.

Foreign Currency Risk Management

The Company enters into forward foreign exchange contracts to manage the foreign currency risk associated with the anticipated foreign currency denominated revenues and expenses.

Cash Flow Hedges

The Company enters into forward foreign exchange contracts to effectively lock in the value of anticipated foreign currency denominated revenues and expenses against foreign currency fluctuations. The related forward foreign exchange contracts have been designated as hedging instruments and are accounted for as cash flow hedges. The aggregate notional amount of these outstanding contracts as of November 30, 2025, and August 31, 2025, was \$380 million and \$433 million, respectively. The anticipated foreign currency denominated revenues and expenses being hedged are expected to occur between December 1, 2025, and August 31, 2026.

Net Investment Hedges

In addition, the Company has entered into forward foreign exchange contracts to hedge a portion of its net investment in foreign currency denominated operations, which are designated as net investment hedges. The maturity dates and aggregate notional amount of these outstanding contracts are as follows (in millions):

| Maturity date | November 30, 2025 | August 31, 2025 |
|---------------|-------------------|-----------------|
| October 2025 | \$ — | \$ 103 |
| January 2026 | 200 | 200 |
| April 2026 | 42 | 42 |
| July 2026 | 126 | 45 |
| Total | \$ 368 | \$ 390 |

Gains and losses on derivative instruments designated as cash flow hedges and derivative instruments designated as net investment hedges recognized in OCI and reclassified from AOCI into earnings were not material during the three months ended November 30, 2025, and 2024. Gains and losses recognized in earnings due to amounts excluded from effectiveness testing were not material during the three months ended November 30, 2025, and 2024.

Non-Designated Derivatives

In addition to derivatives that are designated as hedging instruments and qualify for hedge accounting, the Company also enters into forward foreign exchange 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 Company may also enter into forward foreign exchange contracts to economically hedge the foreign currency exposure related to the purchase price for a pending acquisition. The aggregate notional amount of these outstanding contracts as of November 30, 2025, and August 31, 2025, was \$3.6 billion and \$3.2 billion, respectively.

Gains and losses on derivative instruments not designated as hedging instruments recognized in earnings were not material during the three months ended November 30, 2025, and 2024.

Interest Rate Risk Management

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

Cash Flow Hedges

The following table presents the interest rate swaps outstanding as of November 30, 2025, which have been designated as hedging instruments and are accounted for as cash flow hedges (in millions):

| Interest Rate Swap Summary | Hedged Interest Rate Payments | Aggregate Notional Amount | Effective Date | Expiration Date |
|----------------------------|-------------------------------|---------------------------|----------------|---------------------------------|
| Forward Interest Rate Swap | Fixed | \$ 100 | March 2025 | July 31, 2026 ⁽¹⁾⁽²⁾ |
| Forward Interest Rate Swap | Fixed | \$ 75 | October 2025 | July 30, 2027 ⁽¹⁾⁽²⁾ |
| Forward Interest Rate Swap | Fixed | \$ 150 | November 2025 | July 30, 2027 ⁽¹⁾⁽²⁾ |
| Forward Interest Rate Swap | Fixed | \$ 75 | December 2025 | July 30, 2027 ⁽¹⁾⁽²⁾ |

⁽¹⁾ If the anticipated debt issuance or term loan borrowings occurs before the expiration date, the contracts will be terminated simultaneously with the debt issuance or term loan borrowings.

⁽²⁾ The contracts will be settled with the respective counterparties on a net basis at the time of termination or expiration.

10. Stockholders' Equity

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

| | Three months ended | |
|------------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Restricted stock units | \$ 58 | \$ 40 |
| Employee stock purchase plan | 5 | 4 |
| Total | \$ 63 | \$ 44 |

As of November 30, 2025, the shares available to be issued under the 2021 Equity Incentive Plan were 6,579,931.

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 200%, 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 three months ended November 30, 2025, and 2024, the Company awarded approximately 0.3 million and 0.6 million time-based restricted stock units, respectively, 0.1 million and 0.1 million performance-based restricted stock units, respectively, and 0.1 million and 0.1 million market-based restricted stock units, respectively.

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

| | November 30, 2025 |
|--|-------------------|
| Unrecognized stock-based compensation expense – restricted stock units | \$ 100 |
| 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 | |
|--|--------------------|--------------------|
| | November 30, 2025 | November 30, 2024 |
| Common stock outstanding: | | |
| Beginning balances | 107,480,895 | 113,744,167 |
| Shares issued under employee stock purchase plan | 21 | — |
| Vesting of restricted stock | 1,088,648 | 1,082,612 |
| Purchases of treasury stock under employee stock plans | (314,236) | (323,000) |
| Treasury shares purchased | (1,432,368) | (2,810,720) |
| Ending balances | <u>106,822,960</u> | <u>111,693,059</u> |

Warrants

On December 27, 2024, the Company issued a warrant (the “Warrant”) to Amazon.com NV Investment Holdings LLC to acquire up to 1,158,539 ordinary shares of the Company (“Warrant Shares”) at an initial exercise price of \$137.7671 per share. The Warrant allows for cashless exercise and expires December 27, 2031. The Warrant Shares are subject to vesting for payments for purchased products and services over the seven-year Warrant term.

The following table summarizes the Warrant activity for the three months ended November 30, 2025:

| | Warrant Shares |
|-------------------------------------|------------------|
| Outstanding as of August 31, 2025 | 1,098,957 |
| Changes during the period | |
| Shares granted | — |
| Shares vested | — |
| Outstanding as of November 30, 2025 | <u>1,098,957</u> |
| Exercisable as of November 30, 2025 | <u>59,582</u> |

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Treasury Shares Purchased

The Company repurchases shares of its common stock under share repurchase programs authorized by the Company's Board of Directors. The following Board approved share repurchase programs were executed through a combination of accelerated share repurchase ("ASR") agreements and open market transactions (in millions):

| | Board Approval Date | Amount Authorized | Shares Repurchased | Total Cash Utilized | Remaining Authorization | Authorization Completion Date |
|--|---------------------|-------------------|--------------------|---------------------|-------------------------|-------------------------------|
| Amended 2023 Share Repurchase Program | Q1 FY 2024 | \$ 2,500 | 20.4 | \$ 2,500 | \$ — | Q1 FY 2025 |
| 2025 Share Repurchase Program | Q1 FY 2025 | \$ 1,000 | 6.6 | \$ 1,000 | \$ — | Q4 FY 2025 |
| 2026 Share Repurchase Program ⁽¹⁾ | Q4 FY 2025 | \$ 1,000 | 2.7 | \$ 600 | \$ 400 | |

⁽¹⁾ As of November 30, 2025, 1.4 million shares had been repurchased for \$300 million and \$700 million remained available under the 2026 Share Repurchase Program. As of January 2, 2026, 2.7 million shares had been repurchased for \$600 million and \$400 million remained available under the 2026 Share Repurchase Program.

Under ASR agreements, the Company makes payments to the participating financial institutions and receives an initial delivery of shares of common stock. The final number of shares delivered upon settlement of the ASR agreements is determined based on a discount to the volume weighted average price of the Company's common stock during the term of the agreements. At the time the shares are received by the Company, the initial delivery and the final receipt of shares upon settlement of the ASR agreements results in an immediate reduction of the outstanding shares used to calculate the weighted-average common shares outstanding for basic and diluted earnings per share.

The terms of ASR agreements, structured as outlined above, were as follows (in millions, except average price):

| Agreement Execution Date | Agreement Settlement Date | Agreement Amount | Initial Shares Delivered | Additional Shares Delivered | Total Shares Delivered | Average Price Paid Per Share |
|--------------------------|---------------------------|----------------------|--------------------------|-----------------------------|------------------------|------------------------------|
| Q4 FY 2024 | Q1 FY 2025 | \$ 555 | 4.2 | 1.0 | 5.2 | \$ 107.08 |
| Q2 FY 2025 | Q3 FY 2025 | \$ 310 | 1.8 | 0.2 | 2.0 | \$ 154.44 |
| Q3 FY 2025 | Q4 FY 2025 | \$ 309 | 1.8 | 0.0 | 1.8 | \$ 171.91 |
| Q1 FY 2026 | Q2 FY 2026 | ⁽¹⁾ \$ 45 | 0.2 | 0.0 | 0.2 | \$ 209.67 |
| Q2 FY 2026 | Q3 FY 2026 | \$ 200 | 0.8 | ⁽²⁾ | ⁽²⁾ | \$ 226.62 |

⁽¹⁾ In October 2025, the Company entered into ASR agreements to repurchase \$45 million, excluding excise tax, of the Company's common stock. Under the ASR agreements, the Company made payments of \$45 million to participating financial institutions and received an initial delivery of shares of common stock. In December 2025, the ASR transaction was completed and the final receipt of shares were delivered.

⁽²⁾ In December 2025, the Company entered into ASR agreements to repurchase \$200 million, excluding excise tax, of the Company's common stock. Under the ASR agreements, the Company made payments of \$200 million to participating financial institutions and received an initial delivery of shares of common stock. The delivery of any remaining shares will occur at the final settlement of the transactions under the ASR agreements.

In addition, the Company repurchased shares of its common stock through the open market as follows (in millions):

| Open market share repurchases ⁽¹⁾ | Three months ended | | | |
|--|--------------------|--------|-------------------|--------|
| | November 30, 2025 | | November 30, 2024 | |
| | Shares | Cost | Shares | Cost |
| | 1.2 | \$ 255 | 1.8 | \$ 232 |

⁽¹⁾ As of January 2, 2026, 1.7 million shares had been repurchased for \$355 million through open market transactions under the 2026 Share Repurchase Program.

11. Concentration of Risk and Segment Data

Concentration of Risk

Sales of the Company's products are concentrated among specific customers. During the three months ended November 30, 2025, the Company's five largest customers accounted for approximately 38% of its net revenue and 77 customers accounted for approximately 90% of its net revenue. Sales to these customers were reported in the Regulated Industries, Intelligent Infrastructure, and Connected Living and Digital Commerce 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

Operating segments are defined as components of an enterprise that engage in business activities from which they may earn revenues and incur expenses; for which separate financial information is available; and whose operating results are regularly reviewed by the chief operating decision maker ("CODM"), our Chief Executive Officer. The CODM regularly reviews net revenue by segment, segment income, and segment income margin, including prior period comparison and forecasted segment results, to assess the performance of the individual segments and make decisions about resources to be allocated to the segments.

The Company derives its revenue from providing comprehensive electronics design, production, and product management services. The Company's operating segments consist of three segments – Regulated Industries, Intelligent Infrastructure, and Connected Living and Digital Commerce, which are also the Company's reportable segments. The segments are organized based on the economic profiles of the services performed, including manufacturing capabilities, market strategy, margins, return on capital, and risk profiles.

The Regulated Industries segment is focused on regulated markets and includes revenues from customers primarily in the automotive and transportation, healthcare and packaging, and renewable energy infrastructure industries. The Intelligent Infrastructure segment is focused on the modern digital ecosystem including artificial intelligence ("AI") infrastructure and includes revenues from customers primarily in the capital equipment, cloud and data center infrastructure, and networking and communications industries. The Connected Living and Digital Commerce segment is focused on digitalization and automation, including warehouse automation and robotics, and includes revenues from customers primarily in the connected living and digital commerce industries.

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 segment expenses, which includes 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. Certain items are excluded from the calculation of segment income. Segment income margin is defined as segment income divided by net revenue. Total segment assets are defined as accounts receivable, contract assets, inventories, net, customer-related property, plant and equipment, intangible assets net of accumulated amortization, and goodwill. All other non-segment assets are reviewed on a global basis by management. Transactions between operating segments are generally recorded at amounts that approximate those at which we would transact with third parties.

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

| | Three months ended | | | | | | | |
|--|----------------------|----------------------------|---------------------------------------|-------------------|----------------------|----------------------------|---------------------------------------|-----------------|
| | November 30, 2025 | | | | November 30, 2024 | | | |
| | Regulated Industries | Intelligent Infrastructure | Connected Living and Digital Commerce | Total | Regulated Industries | Intelligent Infrastructure | Connected Living and Digital Commerce | Total |
| Point in time | \$ 124 | \$ 2,325 | \$ 525 | \$ 2,974 | \$ 135 | \$ 1,106 | \$ 455 | \$ 1,696 |
| Over time | 2,949 | 1,528 | 854 | 5,331 | 2,822 | 1,390 | 1,086 | 5,298 |
| Net revenue | <u>\$ 3,073</u> | <u>\$ 3,853</u> | <u>\$ 1,379</u> | <u>\$ 8,305</u> | <u>\$ 2,957</u> | <u>\$ 2,496</u> | <u>\$ 1,541</u> | <u>\$ 6,994</u> |
| Segment expenses | 2,896 | 3,651 | 1,304 | 7,851 | 2,819 | 2,376 | 1,452 | 6,647 |
| Segment income | 177 | 202 | 75 | 454 | 138 | 120 | 89 | 347 |
| Segment income margin | 5.8 % | 5.2 % | 5.5 % | 5.5 % | 4.7 % | 4.8 % | 5.8 % | 5.0 % |
| | | | | | | | | |
| Three months ended | | | | | | | | |
| | | | | November 30, 2025 | November 30, 2024 | | | |
| Segment income | | | | \$ 454 | | \$ 347 | | |
| Reconciling items: | | | | | | | | |
| Amortization of intangibles | | | | (19) | | (13) | | |
| Stock-based compensation expense and related charges | | | | (63) | | (44) | | |
| Restructuring, severance and related charges ⁽¹⁾ | | | | (76) | | (83) | | |
| Business interruption and impairment charges, net ⁽²⁾ | | | | — | | (9) | | |
| Gain from the divestiture of businesses | | | | 2 | | — | | |
| Acquisition and divestiture related charges ⁽³⁾ | | | | (15) | | — | | |
| Other expense (net of periodic benefit cost) | | | | (29) | | (21) | | |
| Interest expense, net | | | | (34) | | (38) | | |
| Income before income tax | | | | <u>\$ 220</u> | | <u>\$ 139</u> | | |

⁽¹⁾ Charges recorded during the three months ended November 30, 2025, relate to targeted restructuring activities to optimize our cost structure and improve operational efficiencies. Charges recorded during the three months ended November 30, 2024, primarily related to the 2025 Restructuring Plan.

⁽²⁾ Charges recorded during the three months ended November 30, 2024, related primarily to costs associated with damage from Hurricanes Helene and Milton, which impacted our operations in St. Petersburg, Florida, and Asheville and Hendersonville, North Carolina. Charges are classified as a component of cost of revenue and selling, general and administrative expenses in the Condensed Consolidated Statements of Operations.

⁽³⁾ Charges recorded during the three months ended November 30, 2025, include \$3 million of losses on forward foreign exchange contracts in anticipation of the acquisition of Hanley Energy Group.

| | November 30, 2025 | August 31, 2025 |
|---------------------------------------|-------------------|------------------|
| Total assets: | | |
| Regulated Industries | \$ 6,591 | \$ 6,262 |
| Intelligent Infrastructure | 4,016 | 3,739 |
| Connected Living and Digital Commerce | 2,244 | 2,199 |
| Other non-allocated assets | 6,425 | 6,343 |
| Total | <u>\$ 19,276</u> | <u>\$ 18,543</u> |

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The Company operates in approximately 30 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 | |
|---------------------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Foreign source revenue ⁽¹⁾ | 72.8 % | 80.8 % |

⁽¹⁾ Decrease from prior periods was primarily driven by domestic revenue growth within our Intelligent Infrastructure segment during the three months ended November 30, 2025.

12. Restructuring, Severance, and Related Charges

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

| | Three months ended | |
|---|----------------------------------|----------------------------------|
| | November 30, 2025 ⁽¹⁾ | November 30, 2024 ⁽²⁾ |
| Employee severance and benefit costs | \$ 32 | \$ 27 |
| Lease costs | — | 3 |
| Asset write-off costs | 31 | 23 |
| Other costs | 13 | 30 |
| Total restructuring, severance and related charges ⁽³⁾ | \$ 76 | \$ 83 |

⁽¹⁾ Primarily related to targeted restructuring activities to optimize our cost structure and improve operational efficiencies.

⁽²⁾ Primarily related to the 2025 Restructuring Plan.

⁽³⁾ Except for asset write-off costs, all restructuring, severance and related charges are cash costs.

The following table presents the Company's restructuring, severance, and related charges disaggregated by segment (in millions):

| | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Total restructuring, severance and related charges: | | |
| Regulated Industries | \$ 45 | \$ 21 |
| Intelligent Infrastructure | 5 | 29 |
| Connected Living and Digital Commerce | 25 | 6 |
| Non-allocated charges | 1 | 27 |
| Total | \$ 76 | \$ 83 |

The table below summarizes the Company's liability activity during the three months ended November 30, 2025 (in millions):

| | Employee Severance and Benefit Costs | Lease Costs | Asset Write-off Costs | Other Related Costs | Total |
|---|---|-------------|-----------------------|---------------------|-------|
| Balance as of August 31, 2025 | \$ 16 | \$ — | \$ — | \$ 17 | \$ 33 |
| Restructuring related charges | 32 | — | 31 | 13 | 76 |
| Asset write-off charge and other non-cash activity | — | — | (31) | (10) | (41) |
| Cash payments | (23) | — | — | (6) | (29) |
| Balance as of November 30, 2025 | \$ 25 | \$ — | \$ — | \$ 14 | \$ 39 |

2025 Restructuring Plan

On September 24, 2024, the Company's Board of Directors approved a restructuring plan to align our support infrastructure to further optimize organizational effectiveness. This action includes headcount reductions across our Selling, General, and Administrative ("SG&A") and manufacturing cost base and capacity realignment (the "2025 Restructuring Plan").

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The 2025 Restructuring Plan, totaling approximately \$200 million in pre-tax restructuring and other related costs, was substantially complete as of November 30, 2025.

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 | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| U.S. federal statutory income tax rate | 21.0 % | 21.0 % |
| Effective income tax rate | 33.6 % | 28.0 % |

The effective income tax rate differed for the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to: (i) a change in the jurisdictional mix of earnings, driven in part by strengthened performance in tax jurisdictions with existing valuation allowances for the three months ended November 30, 2025 and (ii) an \$18 million income tax benefit for the reversal of an unrecognized tax benefit due to a lapse of statute for the three months ended November 30, 2024.

The effective income tax rate differed from the U.S. federal statutory income tax rate of 21.0% during the three months ended November 30, 2025 and 2024, primarily due to: (i) the jurisdictional mix of earnings, (ii) losses in tax jurisdictions with existing valuation allowances, (iii) tax incentives granted to sites in Malaysia, Singapore, and Vietnam, and (iv) an \$18 million income tax benefit for the reversal of an unrecognized tax benefit due to a lapse of statute for the three months ended November 30, 2024.

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.

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 | |
|------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Restricted stock units | 299.0 | 352.3 |

Dividends

The following table sets forth cash dividends declared by the Company to common stockholders during the three months ended November 30, 2025, and 2024 (in millions, 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 2026: | October 16, 2025 | \$ 0.08 | \$ 9 | November 17, 2025 | December 2, 2025 |
| Fiscal Year 2025: | October 17, 2024 | \$ 0.08 | \$ 9 | November 15, 2024 | December 3, 2024 |

15. Business Acquisitions and Divestitures

Acquisitions

Fiscal Year 2026

On January 2, 2026, the Company completed the acquisition of Hanley Energy Group (“Hanley”) for cash consideration transferred of \$751 million, which includes cash acquired of approximately \$31 million. Pursuant to the purchase agreement, the Company recorded contingent consideration obligations subject to achieving future revenue thresholds. Hanley is a provider of energy management and critical power solutions serving the data center infrastructure market. The final purchase price is subject to adjustment based on conditions within the purchase agreement.

The Company is in the process of determining the fair values of the acquired assets and assumed liabilities. The initial accounting for the Hanley acquisition is incomplete due to the proximity of the transaction date to the filing of the Quarterly Report on Form 10-Q for the three months ended November 30, 2025. The preliminary allocation of the purchase consideration to the assets acquired and liabilities assumed are anticipated to be completed in the second quarter of fiscal year 2026.

On September 1, 2025, the Company completed the acquisition of Rebound Technologies Group Holdings Limited (“Rebound Technologies”) for cash consideration transferred of \$133 million. Rebound Technologies is a global supply chain service provider headquartered in the United Kingdom offering end-to-end solutions including global sourcing, data driven analytics, proactive shortage management and obsolescence strategies. The final purchase price is subject to adjustment based on conditions within the purchase agreement.

The acquisition of Rebound Technologies was accounted for as a business combination using the acquisition method of accounting. Assets acquired of \$177 million, including \$43 million in intangible assets and \$47 million in goodwill, and liabilities assumed of \$44 million were recorded at their estimated fair values as of the acquisition date. The preliminary estimates and measurements are subject to change during the measurement period for assets acquired, liabilities assumed, and tax adjustments. The excess of the purchase price over the fair value of the acquired assets and assumed liabilities was recorded to goodwill and was fully allocated to the Intelligent Infrastructure segment. The majority of the goodwill is currently not expected to be deductible for income tax purposes. The results of operations were included in the Company’s condensed consolidated financial results beginning on September 1, 2025. Pro forma information has not been provided as the acquisition of Rebound Technologies is not deemed to be significant.

Fiscal Year 2025

On February 3, 2025, the Company completed the acquisition of Pharmaceutics International, Inc. (“Pii”) for cash consideration transferred of \$309 million. The final purchase price is subject to adjustment based on certain customary conditions as outlined in the purchase agreement. Pii is a contract development and manufacturing organization specializing in early stage, clinical, and commercial volume aseptic filling, lyophilization, and oral solid dose manufacturing. The acquisition will enhance the Company’s existing Regulated Industries service offerings, which includes the development and commercial production of auto-injectors, pen injectors, inhalers, and on-body pumps.

The acquisition of Pii was accounted for as a business combination using the acquisition method of accounting. Assets acquired of \$358 million, including \$149 million in intangible assets and \$142 million in goodwill, and liabilities assumed of \$49 million were recorded at their estimated fair values as of the acquisition date. The preliminary estimates and measurements are subject to change during the measurement period for assets acquired, liabilities assumed, and tax adjustments. The excess of the purchase price over the fair value of the acquired assets and assumed liabilities was recorded to goodwill and was fully allocated to the Regulated Industries segment. Goodwill is primarily attributable to expected synergies enabling comprehensive support for customers in drug development, clinical trials, and product commercialization at scale. The majority of the goodwill is currently not expected to be deductible for income tax purposes. The results of operations were included in the Company’s condensed consolidated financial results beginning on February 3, 2025. Pro forma information has not been provided as the acquisition of Pii is not deemed to be significant.

On October 1, 2024, the Company completed the acquisition of Mikros Technologies LLC (“Mikros Technologies”) for consideration transferred of \$63 million. Mikros Technologies is a leader in the engineering and manufacturing of liquid cooling solutions for thermal management.

The acquisition of Mikros Technologies was accounted for as a business combination using the acquisition method of accounting. Assets acquired of \$63 million, including \$40 million in intangible assets and \$17 million in goodwill, were recorded at their estimated fair values as of the acquisition date. The excess of the purchase price over the fair value of the acquired assets and assumed liabilities was recorded to goodwill and was fully allocated to the Intelligent Infrastructure segment. The majority of the goodwill is currently expected to be deductible for income tax purposes. The results of operations were included in the Company's condensed consolidated financial results beginning on October 1, 2024. Pro forma information has not been provided as the acquisition of Mikros Technologies is not deemed to be significant.

Divestitures

Fiscal Year 2025

On August 1, 2025, through its indirect subsidiary, Jabil Circuit Italia S.r.l. ("JCI"), the Company divested its operations in Italy. As a result of the transaction, the Company derecognized net assets of approximately \$36 million and recorded a pre-tax loss of \$97 million during the three months ended August 31, 2025, subject to post-closing adjustments that are still being finalized. As part of the terms of the agreement, the Company also paid cash consideration of \$63 million to the buyer. The operating results of this business were immaterial to the Company's consolidated results of operations.

16. Fair Value Measurements

Fair Value Measurements on a Recurring Basis

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. Cash equivalents consist of investments that are readily convertible to cash with original maturities of 90 days or less and are classified within Level 1 of the fair value hierarchy. As of November 30, 2025 and August 31, 2025, there were \$534 million and \$392 million of cash equivalents, respectively.

The fair value of forward foreign exchange contracts were not material to the Company's Condensed Consolidated Balance Sheets as of November 30, 2025 and August 31, 2025.

Fair Value of Financial Instruments

The carrying amounts of borrowings under credit facilities and under loans approximate fair value as interest rates on these instruments approximate 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 millions):

| | Fair Value Hierarchy | November 30, 2025 | | August 31, 2025 | |
|--|----------------------|-----------------------|------------|-----------------|------------|
| | | Carrying Amount | Fair Value | Carrying Amount | Fair Value |
| Notes payable and long-term debt: (Note 6) | | | | | |
| 3.950% Senior Notes | Level 2 | ⁽¹⁾ \$ 499 | \$ 499 | \$ 499 | \$ 496 |
| 3.600% Senior Notes | Level 2 | ⁽¹⁾ \$ 498 | \$ 483 | \$ 498 | \$ 480 |
| 3.000% Senior Notes | Level 2 | ⁽¹⁾ \$ 595 | \$ 558 | \$ 595 | \$ 551 |
| 1.700% Senior Notes | Level 2 | ⁽¹⁾ \$ 500 | \$ 495 | \$ 499 | \$ 492 |
| 4.250% Senior Notes | Level 2 | ⁽¹⁾ \$ 498 | \$ 501 | \$ 497 | \$ 500 |
| 5.450% Senior Notes | Level 2 | ⁽¹⁾ \$ 297 | \$ 309 | \$ 297 | \$ 308 |

⁽¹⁾ The fair value estimates are based upon observable market data.

17. Commitments and Contingencies

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

New accounting guidance adopted during the period did not have a material impact to the Company.

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 these 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 II, Item 1A to this Quarterly Report on Form 10-Q and in Part I, Item 1A of the Company's Annual Report on Form 10-K for the year ended August 31, 2025 such as, scheduling production, managing growth and capital expenditures and maximizing the efficiency of our manufacturing capacity effectively; managing rapid declines or increases in customer demand and other related customer challenges that may occur; our dependence on a limited number of customers; our ability to purchase components efficiently and reliance on a limited number of suppliers for critical components; risks arising from relationships with emerging companies; changes in technology and competition in our industry; 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; risks associated with international sales and operations, including geopolitical uncertainties and trade disputes that have resulted in tariffs and other protectionist measures and could result in further such actions in the future; energy price increases or shortages; 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; risk arising from compliance, or failure to comply, with environmental, health and safety laws or regulations, risks arising from litigation 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; and asset impairment); changes in financial accounting standards or policies; risk of natural disaster, climate change or other global events; and risks arising from expectations relating to environmental, social and governance considerations. References in this report to "the Company," "Jabil," "we," "our," or "us" mean Jabil Inc. together with its consolidated 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 currently depend, and expect to continue to depend for the foreseeable future, 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, and the United States. We derived a substantial majority, 72.8% of net revenue from our international operations for the three months ended November 30, 2025. 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 three reporting segments: Regulated Industries, Intelligent Infrastructure, and Connected Living and Digital Commerce, 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 Regulated Industries segment is focused on regulated markets and includes revenues from customers primarily in the automotive and transportation, healthcare and packaging, and renewable energy infrastructure industries. Our Intelligent Infrastructure segment is focused on the modern digital ecosystem including artificial intelligence ("AI") infrastructure and includes revenues from customers primarily in the capital equipment, cloud and data center infrastructure, and networking and communications industries. Our Connected Living and Digital Commerce segment is focused on digitalization and automation, including warehouse automation and robotics, and includes revenues from customers primarily in the connected living and digital commerce industries.

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.

Refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" section contained in our Annual Report on Form 10-K for the fiscal year ended August 31, 2025, for further discussion of the items disclosed in Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" section as of November 30, 2025, contained herein.

Summary of Results

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

| | Three months ended | |
|---------------------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Net revenue | \$ 8,305 | \$ 6,994 |
| Gross profit | \$ 742 | \$ 606 |
| Operating income | \$ 283 | \$ 197 |
| Net income attributable to Jabil Inc. | \$ 146 | \$ 100 |
| Earnings per share – basic | \$ 1.37 | \$ 0.89 |
| Earnings per share – diluted | \$ 1.35 | \$ 0.88 |

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 | | |
|---|--------------------|-----------------|-------------------|
| | November 30, 2025 | August 31, 2025 | November 30, 2024 |
| Sales cycle ⁽¹⁾ | 17 days | 18 days | 27 days |
| Inventory turns (annualized) ⁽²⁾ | 5 turns | 5 turns | 5 turns |
| Days in accounts receivable ⁽³⁾ | 48 days | 44 days | 48 days |
| Days in inventory ⁽⁴⁾ | 70 days | 69 days | 76 days |
| Days in accounts payable ⁽⁵⁾ | 100 days | 96 days | 97 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 November 30, 2025, the increase in days in accounts receivable from the prior sequential quarter was primarily driven by timing of payments.

⁽⁴⁾ Days in inventory is calculated as inventories, net and contract assets divided by cost of revenue multiplied by 90 days. During the three months ended November 30, 2025, the decrease in days in inventory from the three months ended November 30, 2024, was primarily driven by higher consumption of inventory to support sales during the quarter and improved working capital management.

⁽⁵⁾ Days in accounts payable is calculated as accounts payable divided by cost of revenue multiplied by 90 days. During the three months ended November 30, 2025, the increase in days in accounts payable from the prior sequential quarter and the three months ended November 30, 2024, was primarily due to higher purchases of customer-controlled consignment components and the timing of cash 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 ongoing 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, 2025.

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 | | |
|-----------------------|--------------------|-------------------|--------|
| | November 30, 2025 | November 30, 2024 | Change |
| Net revenue | \$ 8,305 | \$ 6,994 | 18.7 % |

Net revenue increased during the three months ended November 30, 2025, compared to the three months ended November 30, 2024. Specifically, the Intelligent Infrastructure segment net revenue increased 54% primarily due to: (i) a 48% increase in revenues from existing customers within our cloud and data center infrastructure business and (ii) a 6% increase in revenues from existing customers within our capital equipment business. The Regulated Industries segment net revenue increased 4% primarily due to: (i) a 3% increase in revenues from existing customers within our renewable energy infrastructure business and (ii) a 1% increase in revenues from existing customers within our automotive and transportation and healthcare and packaging businesses. The Connected Living and Digital Commerce segment net revenue decreased 11% primarily due to a 13% decrease in revenues from existing customers within our connected living business. The decrease was partially offset by a 2% increase in revenues from existing customers within our digital commerce business.

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

| | Three months ended | |
|---------------------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Regulated Industries | 37 % | 42 % |
| Intelligent Infrastructure | 46 % | 36 % |
| Connected Living and Digital Commerce | 17 % | 22 % |
| Total | 100 % | 100 % |

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

| | Three months ended | |
|---------------------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Foreign source revenue ⁽¹⁾ | 72.8 % | 80.8 % |

⁽¹⁾ Decrease from prior periods was primarily driven by domestic revenue growth within our Intelligent Infrastructure segment during the three months ended November 30, 2025.

Gross Profit

| (dollars in millions) | Three months ended | |
|------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Gross profit | \$ 742 | \$ 606 |
| Percent of net revenue | 8.9 % | 8.7 % |

Gross profit as a percentage of net revenue increased for the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to product mix in our Regulated Industries segment.

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Selling, General and Administrative

| (in millions) | Three months ended | | |
|-------------------------------------|--------------------|-------------------|--------|
| | November 30, 2025 | November 30, 2024 | Change |
| Selling, general and administrative | \$ 344 | \$ 305 | \$ 39 |

Selling, general and administrative expenses increased during the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to an increase in salary and salary related expenses.

Research and Development

| (dollars in millions) | Three months ended | |
|--------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Research and development | \$ 7 | \$ 8 |
| Percent of net revenue | 0.1 % | 0.1 % |

Research and development expenses remained consistent as a percentage of net revenue during the three months ended November 30, 2025, compared to the three months ended November 30, 2024.

Amortization of Intangibles

| (in millions) | Three months ended | |
|-----------------------------|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Amortization of intangibles | \$ 19 | \$ 13 |

Amortization of intangibles increased during the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to additional amortization associated with intangible assets related to the acquisitions of Mikros Technologies LLC, Pharmaceutics International, Inc., and Rebound Technologies Group Holdings Limited.

See Note 15 – “Business Acquisitions and Divestitures” to the Condensed Consolidated Financial Statements for additional information.

Restructuring, Severance and Related Charges

| (in millions) | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Restructuring, severance and related charges | \$ 76 | \$ 83 |

Restructuring, severance, and related charges decreased during the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to higher restructuring, severance and related charges, related to the 2025 Restructuring Plan, during the three months ended November 30, 2024. The decrease is partially offset by restructuring, severance, and related charges, related to targeted restructuring activities to optimize our cost structure and improve operational efficiencies, during the three months ended November 30, 2025.

2025 Restructuring Plan

On September 24, 2024, our Board of Directors approved a restructuring plan to align our support infrastructure to further optimize organizational effectiveness. This action includes headcount reductions across our Selling, General and Administrative (“SG&A”) and manufacturing cost base and capacity realignment (the “2025 Restructuring Plan”).

The 2025 Restructuring Plan, totaling approximately \$200 million in pre-tax restructuring and other related costs, was substantially complete as of November 30, 2025.

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

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Gain from the Divestiture of Businesses

| (in millions) | Three months ended | | | Change |
|---|--------------------|-------------------|---|--------|
| | November 30, 2025 | November 30, 2024 | — | |
| Gain from the divestiture of businesses | \$ (2) | \$ — | — | \$ (2) |

Gain from the divestiture of businesses remained relatively consistent during the three months ended November 30, 2025, compared to the three months ended November 30, 2024.

Acquisition and Divestiture Related Charges

| (in millions) | Three months ended | | | Change |
|---|--------------------|-------------------|---|--------|
| | November 30, 2025 | November 30, 2024 | — | |
| Acquisition and divestiture related charges | \$ 15 | \$ — | — | \$ 15 |

Acquisition and divestiture related charges recorded during the three months ended November 30, 2025, related primarily to transaction costs incurred in connection with pursuing acquisition opportunities. Additionally, we recorded \$3 million of losses on forward foreign exchange contracts in anticipation of the acquisition of Hanley Energy Group.

See Note 15 – “Business Acquisitions and Divestitures” to the Condensed Consolidated Financial Statements for additional information.

Other Expense

| (in millions) | Three months ended | | | Change |
|---------------|--------------------|-------------------|---|--------|
| | November 30, 2025 | November 30, 2024 | — | |
| Other expense | \$ 29 | \$ 20 | — | \$ 9 |

Other expense increased during the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to an increase in fees related to higher utilization on our trade accounts receivable sales programs. The increase was partially offset by lower interest rates related to these programs.

Interest Expense, Net

| (in millions) | Three months ended | | | Change |
|-----------------------|--------------------|-------------------|---|--------|
| | November 30, 2025 | November 30, 2024 | — | |
| Interest expense, net | \$ 34 | \$ 38 | — | \$ (4) |

Interest expense, net remained relatively consistent during the three months ended November 30, 2025, compared to the three months ended November 30, 2024.

Income Tax Expense

| | Three months ended | | | Change |
|---------------------------|--------------------|-------------------|---|--------|
| | November 30, 2025 | November 30, 2024 | — | |
| Effective income tax rate | 33.6 % | 28.0 % | — | 5.6 % |

The effective income tax rate differed for the three months ended November 30, 2025, compared to the three months ended November 30, 2024, primarily due to: (i) a change in the jurisdictional mix of earnings, driven in part by strengthened performance in tax jurisdictions with existing valuation allowances for the three months ended November 30, 2025 and (ii) an \$18 million income tax benefit for the reversal of an unrecognized tax benefit due to a lapse of statute for the three months ended November 30, 2024.

The Organization for Economic Co-operation and Development (“OECD”) and participating countries continue to work toward the enactment of a 15% global minimum corporate tax rate. Many countries, including countries in which we have tax incentives, have enacted or are in the process of enacting laws based on the OECD’s proposals. We do not currently expect a material impact to our effective tax rate for the fiscal year ending August 31, 2026.

On July 4, 2025, the U.S. One Big Beautiful Bill Act (“OBBBA”) was enacted which includes permanent extensions of certain expiring provisions of the Tax Cuts and Jobs Act and makes significant modifications to the U.S. international tax framework.

The legislation has multiple effective dates, with certain provisions effective in fiscal year 2025 and others implemented through the fiscal year ended August 31, 2027. The OBBBA did not have a material impact to our consolidated financial statements for the three months ended November 30, 2025; however, we will continue to monitor developments and evaluate any potential future impacts.

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. 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. 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.

We determine an annual normalized tax rate (“normalized core tax rate”) for the computation of the non-GAAP (core) income tax provision to provide better consistency across reporting periods. In estimating the normalized core tax rate annually, we utilize a full-year financial projection of core earnings that considers the mix of earnings across tax jurisdictions, existing tax positions, and other significant tax matters. We may adjust the normalized core tax rate during the year for material impacts from new tax legislation or material changes to our operations.

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

| (in millions, except for per share data) | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Operating income (U.S. GAAP) | \$ 283 | \$ 197 |
| Amortization of intangibles | 19 | 13 |
| Stock-based compensation expense and related charges | 63 | 44 |
| Restructuring, severance and related charges ⁽¹⁾ | 76 | 83 |
| Net periodic benefit cost | — | 1 |
| Business interruption and impairment charges, net ⁽²⁾ | — | 9 |
| Gain from the divestiture of businesses | (2) | — |
| Acquisition and divestiture related charges ⁽³⁾ | 15 | — |
| Adjustments to operating income | 171 | 150 |
| Core operating income (Non-GAAP) | \$ 454 | \$ 347 |
| Net income attributable to Jabil Inc. (U.S. GAAP) | \$ 146 | \$ 100 |
| Adjustments to operating income | 171 | 150 |
| Net periodic benefit cost | — | (1) |
| Adjustments for taxes | (8) | (21) |
| Core earnings (Non-GAAP) | \$ 309 | \$ 228 |
| Diluted earnings per share (U.S. GAAP) | \$ 1.35 | \$ 0.88 |
| Diluted core earnings per share (Non-GAAP) | \$ 2.85 | \$ 2.00 |
| Diluted weighted average shares outstanding (U.S. GAAP and Non-GAAP) | 108.3 | 114.0 |

⁽¹⁾ Charges recorded during the three months ended November 30, 2025, relate to targeted restructuring activities to optimize our cost structure and improve operational efficiencies. Charges recorded during the three months ended November 30, 2024, primarily related to the 2025 Restructuring Plan.

⁽²⁾ Charges recorded during the three months ended November 30, 2024, related primarily to costs associated with damage from Hurricanes Helene and Milton, which impacted our operations in St. Petersburg, Florida and Asheville and Hendersonville, North Carolina. Charges are classified as a component of cost of revenue and selling, general and administrative expenses in the Condensed Consolidated Statements of Operations.

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- (3) Charges recorded during the three months ended November 30, 2025, include \$3 million of losses on forward foreign exchange contracts in anticipation of the acquisition of Hanley Energy Group.

Adjusted Free Cash Flow

| (in millions) | Three months ended | |
|--|---------------------------|--------------------------|
| | November 30, 2025 | November 30, 2024 |
| Net cash provided by operating activities (U.S. GAAP) | \$ 323 | \$ 312 |
| Acquisition of property, plant and equipment (“PP&E”) | (95) | (97) |
| Proceeds and advances from sale of PP&E | 44 | 11 |
| Adjusted free cash flow (Non-GAAP) | \$ 272 | \$ 226 |

Acquisitions and Divestitures

Acquisitions

Fiscal Year 2026

On January 2, 2026, we completed the acquisition of Hanley Energy Group (“Hanley”) for cash consideration transferred of \$751 million, which includes cash acquired of approximately \$31 million. Pursuant to the purchase agreement, we recorded contingent consideration obligations subject to achieving future revenue thresholds. Hanley is a provider of energy management and critical power solutions serving the data center infrastructure market. The final purchase price is subject to adjustment based on conditions within the purchase agreement.

We are in the process of determining the fair values of the acquired assets and assumed liabilities. The initial accounting for the Hanley acquisition is incomplete due to the proximity of the transaction date to the filing of the Quarterly Report on Form 10-Q for the three months ended November 30, 2025. The preliminary allocation of the purchase consideration to the assets acquired and liabilities assumed are anticipated to be completed in the second quarter of fiscal year 2026.

On September 1, 2025, we completed the acquisition of Rebound Technologies Group Holdings Limited (“Rebound Technologies”) for cash consideration transferred of \$133 million. Rebound Technologies is a global supply chain service provider headquartered in the United Kingdom offering end-to-end solutions including global sourcing, data driven analytics, proactive shortage management and obsolescence strategies. The final purchase price is subject to adjustment based on conditions within the purchase agreement.

The acquisition of Rebound Technologies was accounted for as a business combination using the acquisition method of accounting. Assets acquired of \$177 million, including \$43 million in intangible assets and \$47 million in goodwill, and liabilities assumed of \$44 million were recorded at their estimated fair values as of the acquisition date. The preliminary estimates and measurements are subject to change during the measurement period for assets acquired, liabilities assumed, and tax adjustments. The excess of the purchase price over the fair value of the acquired assets and assumed liabilities was recorded to goodwill and was fully allocated to the Intelligent Infrastructure segment. The majority of the goodwill is currently not expected to be deductible for income tax purposes. The results of operations were included in the Company’s condensed consolidated financial results beginning on September 1, 2025. Pro forma information has not been provided as the acquisition of Rebound Technologies is not deemed to be significant.

Fiscal Year 2025

On February 3, 2025, we completed the acquisition of Pharmaceutics International, Inc. (“Pii”) for cash consideration transferred of \$309 million. The final purchase price is subject to adjustment based on certain customary conditions as outlined in the purchase agreement. Pii is a contract development and manufacturing organization specializing in early stage, clinical, and commercial volume aseptic filling, lyophilization, and oral solid dose manufacturing. The acquisition will enhance our existing Regulated Industries service offerings, which includes the development and commercial production of auto-injectors, pen injectors, inhalers, and on-body pumps.

The acquisition of Pii was accounted for as a business combination using the acquisition method of accounting. Assets acquired of \$358 million, including \$149 million in intangible assets and \$142 million in goodwill, and liabilities assumed of \$49 million were recorded at their estimated fair values as of the acquisition date. The preliminary estimates and measurements are subject to change during the measurement period for assets acquired, liabilities assumed, and tax adjustments. The excess of the purchase price over the fair value of the acquired assets and assumed liabilities was recorded to goodwill and was fully allocated to the Regulated Industries segment. Goodwill is primarily attributable to expected synergies enabling comprehensive support for customers in drug development, clinical trials, and product commercialization at scale. The majority of the goodwill is currently not expected to be deductible for income tax purposes. The results of operations were included in our condensed consolidated financial results beginning on February 3, 2025. Pro forma information has not been provided as the acquisition of Pii is not deemed to be significant.

On October 1, 2024, we completed the acquisition of Mikros Technologies LLC (“Mikros Technologies”) for consideration transferred of \$63 million. Mikros Technologies is a leader in the engineering and manufacturing of liquid cooling solutions for thermal management.

The acquisition of Mikros Technologies was accounted for as a business combination using the acquisition method of accounting. Assets acquired of \$63 million, including \$40 million in intangible assets and \$17 million in goodwill, were recorded at their estimated fair values as of the acquisition date. The excess of the purchase price over the fair value of the acquired assets and assumed liabilities was recorded to goodwill and was fully allocated to the Intelligent Infrastructure segment. The majority of the goodwill is currently expected to be deductible for income tax purposes. The results of operations were included in our condensed consolidated financial results beginning on October 1, 2024. Pro forma information has not been provided as the acquisition of Mikros Technologies is not deemed to be significant.

Divestitures

Fiscal Year 2025

On August 1, 2025, through our indirect subsidiary, Jabil Circuit Italia S.r.l. (“JCI”), we divested our operations in Italy. As a result of the transaction, we derecognized net assets of approximately \$36 million and recorded a pre-tax loss of \$97 million during the fiscal year ended August 31, 2025, subject to post-closing adjustments that are still being finalized. As part of the terms of the agreement, we also paid cash consideration of \$63 million to the buyer. The operating results of this business were immaterial to our consolidated results of operations.

Refer to Note 15 – “Business Acquisitions and Divestitures” to the Condensed Consolidated Financial Statements for discussion.

Liquidity and Capital Resources

We believe that our level of liquidity sources, which includes cash on hand, available borrowings under our revolving credit facilities or future facilities and commercial paper program, additional proceeds available under our global asset-backed securitization program and under our uncommitted trade accounts receivable sale programs, cash flows provided by operating activities and 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 programs, any potential acquisitions, our working capital requirements and our contractual obligations for the next 12 months and beyond. We continue to assess our capital structure and evaluate the merits of redeploying available cash.

Cash and Cash Equivalents

As of November 30, 2025, we had approximately \$1.6 billion in cash and cash equivalents, of which a significant portion was held by our foreign subsidiaries. Most of our foreign cash and cash equivalents as of November 30, 2025, 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 millions) | 3.950% Senior Notes | 3.600% Senior Notes | 3.000% Senior Notes | 1.700% Senior Notes | 4.250% Senior Notes | 5.450% Senior Notes | Borrowings under revolving credit facilities ⁽¹⁾ | Total notes payable and credit facilities |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---|---|
| Balance as of August 31, 2025 | \$ 499 | \$ 498 | \$ 595 | \$ 499 | \$ 497 | \$ 297 | \$ — | \$ 2,885 |
| Borrowings | — | — | — | — | — | — | 200 | 200 |
| Payments | — | — | — | — | — | — | (200) | (200) |
| Other | — | — | — | 1 | 1 | — | — | 2 |
| Balance as of November 30, 2025 | \$ 499 | \$ 498 | \$ 595 | \$ 500 | \$ 498 | \$ 297 | \$ — | \$ 2,887 |
| Maturity Date | Jan 12, 2028 | Jan 15, 2030 | Jan 15, 2031 | Apr 15, 2026 | May 15, 2027 | Feb 1, 2029 | Jun 18, 2030 | |
| Original Facility/ Maximum Capacity | \$500 million | \$500 million | \$600 million | \$500 million | \$500 million | \$300 million | \$4.0 billion | |

⁽¹⁾ As of November 30, 2025, we had \$4.0 billion in available unused borrowing capacity under our revolving credit facilities, of which \$3.2 billion was available under the senior unsecured credit agreement dated June 18, 2025 (the “Revolving Credit Facility”). The Revolving Credit Facility acts as the back-up facility for commercial paper outstanding, if any. We have a borrowing capacity of up to \$3.2 billion under our commercial paper program. Commercial paper borrowings with an original maturity of 90 days or less are recorded net within the Condensed Consolidated Statements of Cash Flows, and have been excluded from the table above.

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 November 30, 2025, and August 31, 2025, we were in compliance with our debt covenants. Refer to Note 6 – “Notes Payable and Long-Term Debt” to the Condensed Consolidated Financial Statements for further details.

Global Asset-Backed Securitization Program

Certain Jabil entities participating in the global asset-backed securitization program continuously sell designated pools of trade accounts receivable to a special purpose entity, which in turn sells certain of the receivables at a discount to conduits administered by an unaffiliated financial institution on a monthly basis. In addition, a foreign entity participating in the global asset-backed securitization program sells certain receivables at a discount to conduits administered by an unaffiliated financial institution on a daily basis. As these accounts receivable are sold without recourse, we do not retain the associated risks following the transfer of such accounts receivable to the respective financial institutions.

We continue servicing the receivables sold and in exchange receive an immaterial servicing fee under the global asset-backed securitization program. In conjunction with our global asset-backed securitization program, we are required to remit amounts collected as a servicer under the global asset-backed securitization program to a special purpose entity. We do not record a servicing asset or liability on the Condensed Consolidated Balance Sheets as we estimate that the fee we receive to service these receivables approximates the fair market compensation to provide the servicing activities.

The special purpose entity in the global asset-backed securitization program is a wholly owned subsidiary of the Company and is included in our Condensed Consolidated Financial Statements. Certain unsold receivables covering up to the maximum amount of net cash proceeds available under the domestic, or U.S., portion of the global asset-backed securitization program are pledged as collateral to the unaffiliated financial institution as of November 30, 2025.

The global asset-backed securitization program expires in January 2028 and the maximum amount of net cash proceeds available at any one time is \$700 million.

The outstanding balance of receivables sold and not yet collected on accounts where we have continuing involvement was approximately \$386 million and \$372 million as of November 30, 2025, and August 31, 2025, respectively. During the three months ended November 30, 2025, we sold \$1.1 billion of trade accounts receivable, and we received cash proceeds of \$1.0 billion. The receivables that were sold were removed from the Condensed Consolidated Balance Sheets and the cash received was included as cash provided by operating activities on the Condensed Consolidated Statements of Cash Flows.

The global asset-backed securitization program requires compliance with several covenants including compliance with the interest ratio and debt to EBITDA ratio of the Revolving Credit Facility. As of November 30, 2025, and August 31, 2025, we were in compliance with all covenants under our global asset-backed securitization program. Refer to Note 7 – “Asset-Backed Securitization Program” to the Condensed Consolidated Financial Statements for further details on the program.

Trade Accounts Receivable Sale Programs

Following is a summary of the uncommitted 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 (in millions):

| Program | Maximum Amount ⁽¹⁾⁽²⁾ |
|---------|----------------------------------|
| A | \$ 350 |
| B | \$ 100 |
| C | 1,900 CNY |
| D | \$ 230 |
| E | \$ 170 |
| F | \$ 75 |
| G | \$ 250 |
| H | \$ 2,000 |
| I | \$ 250 |
| J | \$ 250 |

⁽¹⁾ Maximum amount of trade accounts receivable that may be sold under a facility at any one time.

⁽²⁾ The trade accounts receivable sale programs either expire on various dates through 2028 or do not have expiration dates and may be terminated upon election of the Company or the unaffiliated financial institutions.

In conjunction with our trade accounts receivable sale programs, we are required to remit amounts collected as a servicer under the trade accounts receivable sale programs to the unaffiliated financial institutions that purchased the receivables. The outstanding balance of receivables sold and not yet collected on accounts where we have continuing involvement was approximately \$564 million and \$927 million as of November 30, 2025, and August 31, 2025, respectively. During the three months ended November 30, 2025, we sold \$3.7 billion of trade accounts receivable under these programs and we received cash proceeds of \$3.7 billion. The receivables that were sold were removed from the Condensed Consolidated Balance Sheets and the cash received was included as cash provided by operating activities on the Condensed Consolidated Statements of Cash Flows.

Cash Flows

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

| | Three months ended | |
|--|--------------------|-------------------|
| | November 30, 2025 | November 30, 2024 |
| Net cash provided by operating activities | \$ 323 | \$ 312 |
| Net cash used in investing activities | (180) | (136) |
| Net cash used in financing activities | (503) | (312) |
| Effect of exchange rate changes on cash and cash equivalents | (1) | (7) |
| Net decrease in cash and cash equivalents | <u>\$ (361)</u> | <u>\$ (143)</u> |

Operating Activities

Net cash provided by operating activities during the three months ended November 30, 2025, was primarily due to an increase in accounts payable, accrued expense and other liabilities and non-cash expenses and net income. Net cash provided by operating activities was partially offset by an increase in prepaid expenses and other current assets, an increase in accounts receivable, and an increase in contract assets. The increase in accounts payable, accrued expenses and other liabilities is primarily due to the timing of purchases and cash payments. The increase in prepaid expenses and other current assets is primarily driven by the timing of purchases of customer-controlled consignment components and the timing of payments. The increase in accounts receivable is primarily driven by the timing of collections. The increase in contract assets is primarily due to timing of revenue recognition for the over time customers.

Investing Activities

Net cash used in investing activities during the three months ended November 30, 2025, consisted primarily of the acquisition of Rebound Technologies and capital expenditures, principally to support ongoing business in the Regulated Industries, Intelligent Infrastructure, and Connected Living and Digital Commerce segments, partially offset by proceeds and advances from the sale of property, plant and equipment.

Financing Activities

Net cash used in financing activities during the three months ended November 30, 2025, was primarily due to (i) payments for debt agreements, (ii) the repurchase of our common stock under our share repurchase authorization, (iii) treasury stock minimum tax withholding related to vesting of restricted stock, and (iv) dividend payments. Net cash used in financing activities was partially offset by borrowings under debt agreements.

Capital Expenditures

For Fiscal Year 2026, we anticipate our net capital expenditures to be in the range of 1.5% to 2.0% of net revenue. In general, our capital expenditures support ongoing maintenance in our Regulated Industries, Intelligent Infrastructure, and Connected Living and Digital Commerce 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.

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.

We repurchase shares of our common stock under share repurchase programs authorized by our Board of Directors. The following Board approved share repurchase programs were executed through a combination of accelerated share repurchase (“ASR”) agreements and open market transactions (in millions):

| | Board Approval Date | Amount Authorized | Shares Repurchased | Total Cash Utilized | Remaining Authorization | Authorization Completion Date |
|--|---------------------|-------------------|--------------------|---------------------|-------------------------|-------------------------------|
| Amended 2023 Share Repurchase Program | Q1 FY 2024 | \$ 2,500 | 20.4 | \$ 2,500 | \$ — | Q1 FY 2025 |
| 2025 Share Repurchase Program | Q1 FY 2025 | \$ 1,000 | 6.6 | \$ 1,000 | \$ — | Q4 FY 2025 |
| 2026 Share Repurchase Program ⁽¹⁾ | Q4 FY 2025 | \$ 1,000 | 2.7 | \$ 600 | \$ 400 | |

⁽¹⁾ As of November 30, 2025, 1.4 million shares had been repurchased for \$300 million and \$700 million remained available under the 2026 Share Repurchase Program. As of January 2, 2026, 2.7 million shares had been repurchased for \$600 million and \$400 million remained available under the 2026 Share Repurchase Program.

Under ASR agreements, we make payments to the participating financial institutions and receive an initial delivery of shares of common stock. The final number of shares delivered upon settlement of the ASR agreements is determined based on a discount to the volume weighted average price of our common stock during the term of the agreements. At the time the shares are received by the Company, the initial delivery and the final receipt of shares upon settlement of the ASR agreements results in an immediate reduction of the outstanding shares used to calculate the weighted-average common shares outstanding for basic and diluted earnings per share.

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The terms of ASR agreements, structured as outlined above, were as follows (in millions, except average price):

| Agreement Execution Date | Agreement Settlement Date | Agreement Amount | Initial Shares Delivered | Additional Shares Delivered | Total Shares Delivered | Average Price Paid Per Share |
|--------------------------|---------------------------|----------------------|--------------------------|-----------------------------|------------------------|------------------------------|
| Q4 FY 2024 | Q1 FY 2025 | \$ 555 | 4.2 | 1.0 | 5.2 | \$ 107.08 |
| Q2 FY 2025 | Q3 FY 2025 | \$ 310 | 1.8 | 0.2 | 2.0 | \$ 154.44 |
| Q3 FY 2025 | Q4 FY 2025 | \$ 309 | 1.8 | 0.0 | 1.8 | \$ 171.91 |
| Q1 FY 2026 | Q2 FY 2026 | ⁽¹⁾ \$ 45 | 0.2 | 0.0 | 0.2 | \$ 209.67 |
| Q2 FY 2026 | Q3 FY 2026 | \$ 200 | 0.8 | ⁽²⁾ | ⁽²⁾ | \$ 226.62 |

⁽¹⁾ In October 2025, we entered into ASR agreements to repurchase \$45 million, excluding excise tax, of our common stock. Under the ASR agreements, we made payments of \$45 million to participating financial institutions and received an initial delivery of shares of common stock. In December 2025, the ASR transaction was completed and the final receipt of shares were delivered.

⁽²⁾ In December 2025, we entered into ASR agreements to repurchase \$200 million, excluding excise tax, of the Company's common stock. Under the ASR agreements, the Company made payments of \$200 million to participating financial institutions and received an initial delivery of shares of common stock. The delivery of any remaining shares will occur at the final settlement of the transactions under the ASR agreements.

In addition, we repurchased shares of its common stock through the open market as follows (in millions):

| Open market share repurchases ⁽¹⁾ | Three months ended | | | |
|--|--------------------|--------|-------------------|--------|
| | November 30, 2025 | | November 30, 2024 | |
| | Shares | Cost | Shares | Cost |
| | 1.2 | \$ 255 | 1.8 | \$ 232 |

⁽¹⁾ As of January 2, 2026, 1.7 million shares had been repurchased for \$355 million through open market transactions under the 2026 Share Repurchase Program.

Warrants

On December 27, 2024, we issued a warrant (the "Warrant") to Amazon.com NV Investment Holdings LLC to acquire up to 1,158,539 of our ordinary shares of our ("Warrant Shares") at an initial exercise price of \$137.7671 per share. The Warrant allows for cashless exercise and expires December 27, 2031. The Warrant Shares are subject to vesting for payments for purchased products and services over the seven-year Warrant term.

The following table summarizes the Warrant activity for the three months ended November 30, 2025:

| | Warrant Shares |
|-------------------------------------|----------------|
| Outstanding as of August 31, 2025 | 1,098,957 |
| Changes during the period | |
| Shares granted | — |
| Shares vested | — |
| Outstanding as of November 30, 2025 | 1,098,957 |
| Exercisable as of November 30, 2025 | 59,582 |

Contractual Obligations

As of the date of this report, other than the new operating and finance leases, (see Note 4 – "Leases" to the Condensed Consolidated Financial Statements), there were no material changes outside the ordinary course of business, since August 31, 2025, to our contractual obligations and commitments and the related cash requirements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As of the date of this report, 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, 2025.

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 November 30, 2025. Based on the Evaluation, our CEO and CFO concluded that the design and operation of our disclosure controls and procedures 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 November 30, 2025, 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

See the discussion in Note 17 - “Commitments and Contingencies” to the Condensed Consolidated Financial Statements.

Item 1A. Risk Factors

For information regarding risk factors that could affect our business, results of operations, financial condition or future results included in Part I, “Item 1A. Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended August 31, 2025. 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, excluding excise tax, during the three months ended November 30, 2025:

| 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 millions) ⁽²⁾ |
|--|---|------------------------------|---|---|
| September 1, 2025 – September 30, 2025 | 410,588 | \$ 212.30 | 410,588 | \$ 913 |
| October 1, 2025 – October 31, 2025 | 1,335,916 | \$ 204.77 | 1,021,680 | \$ 700 |
| November 1, 2025 – November 30, 2025 | 100 | \$ 189.92 | 100 | \$ 700 |
| Total | 1,746,604 | \$ 206.54 | 1,432,368 | |

⁽¹⁾ The purchases include amounts that are attributable to 314,236 shares surrendered to us by employees to satisfy, in connection with the vesting of restricted stock unit awards, their tax withholding obligations.

⁽²⁾ In July 2025, our Board of Directors authorized the repurchase of up to \$1.0 billion of our common stock as publicly announced in a press release on July 17, 2025 (the “2026 Share Repurchase Program”). For more information, see “Liquidity and Capital Resources - Dividends and Share Repurchases”.

In December 2024, we issued a warrant to Amazon.com NV Investment Holdings LLC to acquire up to 1,158,539 of our ordinary shares as reported in a Current Report on Form 8-K filed on January 3, 2025. Refer to Note 10 – “Stockholders’ Equity” to the Condensed Consolidated Financial Statements for further details.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended November 30, 2025, no director or “officer” of the Company (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934 (the “Exchange Act”)) adopted, modified, or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (each as defined in Item 408 of Regulation S-K of the Exchange Act), except as follows:

As previously disclosed, on July 8, 2025, Michael Dastoor, Jabil’s Chief Executive Officer and a director on Jabil’s board, entered into a Rule 10b5-1 plan with a duration of twelve months, for the sale of up to 54,381 shares of Jabil common stock. On October 20, 2025, Mr. Dastoor terminated this plan. On October 21, 2025, Mr. Dastoor entered into a new Rule 10b5-1 plan with an approximate duration of eighteen months, unless earlier terminated pursuant to the terms of the trading arrangement, for the sale of up to 27,956 shares of Jabil common stock.

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 Amended and Restated Bylaws. | 8-K | 3.1 | 10/23/2024 |
| 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 4.250% Registered Senior Notes due 2027 (included as Exhibit A to the Officers' Certificate filed herewith as Exhibit 4.9). | 8-K | 4.1 | 5/4/2022 |
| 4.4 | Form of 5.450% Senior Notes due 2029 (included as Exhibit A to the Officers' Certificate filed herewith as Exhibit 4.10). | 8-K | 4.1 | 4/13/2023 |
| 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 |
| 4.8 | Officers' Certificate, dated as of April 14, 2021, establishing the 1.700% Senior Notes due 2026. | 8-K | 4.1 | 4/14/2021 |
| 4.9 | Officers' Certificate, dated as of May 4, 2022, establishing the 4.250% Senior Notes due 2027. | 8-K | 4.1 | 5/4/2022 |
| 4.10 | Officers' Certificate, dated as of April 13, 2023, establishing the 5.450% Senior Notes due 2029. | 8-K | 4.1 | 4/13/2023 |
| 10.1** | Warrant to Purchase Common Stock, dated December 27, 2024, issued to Amazon.com, Inc. | 8-K | 4.1 | 1/3/2025 |
| 10.2 | Credit Agreement dated as of June 18, 2025 among Jabil Inc.; the lenders named therein; Citibank, N.A., as administrative agent; Bank of America, N.A. and JPMorgan Chase Bank, N.A., as co-syndication agents; BNP Paribas, Credit Agricole Corporate and Investment Bank, Miztem uho Bank, Ltd., Sumitomo Mitsui Banking Corporation and U.S. Bank National Association, as co-documentation agents; and Citibank, N.A., BofA Securities, Inc., JPMorgan Chase Bank, N.A., BNP Paribas Securities Corp., Credit Agricole Corporate and Investment Bank, Mizuho Bank, Ltd., Sumitomo Mitsui Banking Corporation and U.S. Bank National Association, as joint lead arrangers and joint bookrunners. | 8-K | 10.1 | 6/24/2025 |
| 10.3†* ** | Form of Jabil Inc. Restricted Stock Unit Award Agreement (PBRSSU EPS – Executive). | | | |
| 10.4†* ** | Form of Jabil Inc. Restricted Stock Unit Award Agreement (PBRSSU TSR – Executive). | | | |
| 10.5†* | Form of Jabil Inc. Restricted Stock Unit Award Agreement (TBRSSU). | | | |
| 10.6†* | Form of Jabil Inc. Restricted Stock Unit Award Agreement (TBRSSU – Non-Retirement Eligible). | | | |
| 10.7†* | Form of Jabil Inc. Restricted Stock Unit Award Agreement (TBRSSU – Non-Retirement Eligible, Three-Year Cliff Vesting). | | | |
| 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.](#)
- 101 The following financial information from Jabil's Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2025, formatted in Inline XBRL: (i) Condensed Consolidated Balance Sheets as of November 30, 2025 and August 31, 2025, (ii) Condensed Consolidated Statements of Operations for the three months ended November 30, 2025 and November 30, 2024, (iii) Condensed Consolidated Statements of Comprehensive Income for the three months ended November 30, 2025 and November 30, 2024, (iv) Condensed Consolidated Statements of Stockholders' Equity for the three months ended November 30, 2025 and November 30, 2024, (v) Condensed Consolidated Statements of Cash Flows for the three months ended November 30, 2025 and November 30, 2024, and (vi) the Notes to Condensed Consolidated Financial Statements.
- 104 Cover Page Interactive Data File (Embedded within the inline XBRL Document in Exhibit 101).
- * Filed or furnished herewith
- ** Certain portions of this document have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. Jabil agrees to furnish supplementally an unredacted copy of the exhibit 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.

Date: January 9, 2026

JABIL INC.
Registrant

By: _____ /s/ MICHAEL DASTOOR

Michael Dastoor
Chief Executive Officer

Date: January 9, 2026

By: _____ /s/ GREGORY B. HEBARD

Gregory B. Hebard
Chief Financial Officer

Certain identified information has been excluded from this exhibit because it is both (i) not material and (ii) treated as confidential by the Registrant.

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

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of October __, 2025 (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 Compensation Committee of the Board (the "Committee") 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 Committee. The Committee 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, including through deemed acceptance, 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, including 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 in effect on the Grant Date, including the Executive Compensation Recoupment (Clawback) Policy, or as adopted following the Grant Date, to comply with applicable law, 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 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 rights and 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 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, 2025, and ending on August 31, 2028 (the "Performance Period"). The Cumulative EPS for the Performance Period shall be measured on August 31, 2028 (the "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 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 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) shall be determined at the Measurement Date in accordance with the following schedule, using linear interpolation, as determined by the Committee:

| Cumulative EPS for Three Fiscal Years Beginning September 1, 2025 and Ending August 31, 2028 | Percentage of Shares Vested |
|--|-----------------------------|
| Below \$[**] | 0% |
| \$[**] | 20% |
| \$[**] | 100% |
| \$[**] | 200% |

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, 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 Committee 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 seventy (70) 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 Exchange Act, the determination may be made by (i) such Grantee's divisional Executive Vice President or the Chief Executive Officer of the Company, (ii) the Chief Operating Officer of the Company or (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 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; provided, however, in all cases the achievement level of the Performance Goal following a Change in Control shall be deemed achieved at the maximum level of achievement.

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 or her 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 expiration of the Performance Period (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date or vesting event 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 one-year period following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date or vesting event 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 one-year period 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); provided, however, that if the Grantee would satisfy the age and service requirements for Retirement prior to the vesting of the Restricted Stock Units, then the 409A RSUs shall be settled at the time specified in Section 2 to the extent required to comply with Code Section 409A.
- (b) Manner of Settlement. The Company may make delivery of Shares 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 the Shares was different 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 Committee. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. Forfeiture and Clawback; Termination due to Retirement, Death or Disability. Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his or her rights and interest in the Restricted Stock Units and related dividend equivalents if his or her 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, determined as of the vesting date or vesting event, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares issued, determined as of the vesting date or vesting event, 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/UK Executive" is a Grantee who resides and/or works in a European Union jurisdiction or the United Kingdom, and a "Non-EU/UK Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union or the United Kingdom.

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

For purposes of this Section 6(a), "Retirement" for a Non-EU/UK Executive means termination of the Non-EU/UK Executive's Continuous Service after the sum of the Grantee's age and Continuous Full Years of Service equals or exceeds sixty-five (65), with a minimum age of fifty (50) and a minimum of 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 count toward the number of Full Years of the Grantee's Continuous Service for purposes of this Section 6(a). For purposes of this Section 6(a), a Grantee's Full Years of Continuous Service shall not include (i) any period while the Grantee is on an unpaid leave of absence or (ii) any period while the Grantee performs services for the Company or a Subsidiary as a "contingent worker," in each case, as determined based on the Company payroll records.

If this Section 6(a) applies to an EU/UK Executive's Retirement, then, based on the EU/UK Executive's Full Years of Continuous Service as of the effective date of the Retirement, the EU/UK Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement:

| Full Years of Continuous Service | Additional Years of Equity Vesting |
|---|---|
| 20 years | 2 years |
| 25 years | 3 years |
| 30 or more years | Full vesting period |

If this Section 6(a) applies to a Non-EU/UK Executive's Retirement, then, based on the Non-EU/UK Executive's Full Years of Continuous Service as of the effective date of the Retirement, the Non-EU/UK Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement:

| Sum of Age + Full Years of Continuous Service (minimum age 50 and minimum five Years of continuous Service) | Additional Years of Equity Vesting |
|--|---|
| Below 65 | None |
| 65 – 69 | 1 year |
| 70 – 74 | 2 years |
| 75+ | Full vesting period |

Accordingly, upon 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 Grantee remained in Continuous Service for the additional period specified in the applicable 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 Grantee's Continuous Service as set forth in the applicable above table will be forfeited upon Retirement. The death of the Grantee 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. For the avoidance of doubt, if the Grantee is a national of the Peoples' Republic of China, then the rules under the PRC State Administration of Foreign Exchange shall govern and shall supersede the provisions set forth in this Section 6.

(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, 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. 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, 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. 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 Committee, 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 Committee, setting forth reincorporated, 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 subject to Section 6(a) or (c), and the Shares 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 Committee 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.

If the Grantee resides and/or primarily works in the State of California, then the foregoing restrictions in (i) and (ii) above shall not apply after the end of the Grantee's employment. Further, if the Grantee's employment is based in the Commonwealth of Massachusetts, then (1) the restriction in (i) above shall not take effect until ten (10) business days after Grantee signs this Agreement, and (2) the restriction in (i) above shall not apply if Grantee's employment is terminated by the Company other than for Cause (as defined in Grantee's employment agreement, or, in the absence of such definition, as defined in Section 3 hereof).

(b) Unless compelled by subpoena or as otherwise permitted under this Section 7, 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.

Notwithstanding the foregoing, nothing herein shall be construed to prevent Grantee from engaging in concerted activity regarding working conditions, as protected by the National Labor Relations Act.

(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.

(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. Further, the parties acknowledge that, as provided by the Federal Defend Trade Secrets Act, Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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 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.

Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; 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 provide 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 Restricted Stock Units, 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. 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 Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

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

13. 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 Committee 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.

14. 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, is 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 (INCLUDING DEEMED ACCEPTANCE), 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 COMMITTEE. 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 COMMITTEE. 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.

15. Additional Acknowledgements. By accepting this Agreement electronically (including deemed acceptance), 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 Committee upon any questions relating to the Plan and this Agreement.

16. 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).

17. Deemed Acceptance. The Grantee is required to accept the terms and conditions set forth in this Agreement prior to the first vesting date in order for the Grantee to receive the Award. If the Grantee wishes to decline this Award, the Grantee must reject this Agreement prior to the first vesting date by selecting the "Reject" box on the website of the administrative agent. If the Grantee has not accepted or rejected this Agreement prior to the date which is thirty (30) days prior to the first vesting date, the Grantee will be deemed to have automatically accepted this Award and all the terms and

conditions set forth in this Agreement. Deemed acceptance will allow the Shares to be released to the Grantee in a timely manner and once released, the Grantee waives any right to assert that Grantee has not accepted the terms hereof.

Acceptance by the Grantee

By selecting the “I accept” box on the website of the Company’s administrative agent or by the application of deemed acceptance, 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 Unit Award for all Grantees that reside and/or work outside of the United States.

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 2025**. 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 Committee 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 Committee 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 Non-U.S. 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 Unit 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 Unit Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Unit 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 Unit 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 Committee 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 Committee 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 Unit Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Unit 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 Committee, 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 Unit 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 Unit 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 Unit Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Unit Awards or benefits in lieu of the Stock Unit Award even if Stock Unit 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 Unit 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 Committee and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Committee 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 or the CH-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission (including the UK or Swiss Addendum, as applicable).

(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.

Terms and Conditions Applicable to Australia

The following terms and conditions apply to all Participants who are resident in, a citizen of, or otherwise subject to tax in Australia in respect of Restricted Stock Units granted to them ("Australian Participants"). In the event of any conflict between the Plan and this agreement (including these terms and conditions), these terms and conditions shall prevail for Participants who are Australian Participants.

Securities Law Information

The offer of the Restricted Stock Units is made under Division 1A (Employee Share Schemes) of Part 7.12 of the Corporations Act (Cth) (**Corporations Act**).

Nature of Plan and Offer

The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act).

Notwithstanding any other provision of the Plan, no Restricted Stock Units may be granted to an Australian Participant:

- (a) if the Australian Participant is not an Employee, Director or Consultant of the Company or any subsidiary of the Company; or
- (b) if the Restricted Stock Units will result in the Australian Participant holding a greater than 10% interest in the Company as determined in accordance with sections 83A-45(6) and (7) of the *Income Tax Assessment Act 1997* (Cth).

References to taxes in clauses 8(a) and 9 of this agreement includes any liability that the Company is required by law to pay as a result of or in connection with the grant of Restricted Stock Units to an Australian Participant or an amount being included in an Australian Participant's assessable income under Division 83A of the *Income Tax Assessment Act 1997* (Cth) in relation to his or her Restricted Stock Units for an income year, including:

- (a) TFN Withholding Tax under section 14-155 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); and
- (b) any superannuation payable in respect of dividend equivalent payments.

Privacy

In addition to clause 14 of this agreement, the Australian Participant understands and acknowledges that:

- (a) the personal information collected, maintained, processed and disclosed may include the Participant's tax file number ("TFN");
- (b) the Australian Participant is not required to provide their TFN and declining to provide their TFN is not an offence, however, there may be financial consequences if the Australian Participant does not provide their TFN;
- (c) where possible, the Company will collect personal information about the Australian Participant directly from the Australian Participant, however on occasion the Company may need to collect personal information about the Australian Participant from its related entities, service providers or other third parties;
- (d) the purposes for which personal information may be collected, maintained, processed and disclosed includes the fulfilment of any legal and regulatory requirements (such as under the *Income Tax Assessment Act 1997* (Cth));
- (e) in order to implement, administer and manage the Australian Participant's participation in the Plan, the Company may disclose personal information about the Australian Participant to the Australian Tax Office;
- (f) if the personal information (other than TFN) the Australian Participant provides to the Company is incomplete or inaccurate, the Company may not be able to implement, administer or manage the Australian Participant's participation in the Plan;
- (g) more information about the way the Company collects, maintains, processes and discloses the Australian Participant's personal information, how the Australian Participant can access and correct that personal information, and how the Australian Participant can make a complaint about a breach of the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (**Privacy Act**), can be accessed by contacting the Australian Participant's local human resources representative.

In the context of the Australian Participant, 'personal information' has the meaning given in the Privacy Act.

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 Unit 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 Committee 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-Verpflichtungen*.”

If the Grantee holds shares of common stock acquired under the Plan outside of Austria, the Grantee must submit a report to the Austrian National Bank. An exemption applies if the value of the shares of common stock as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.

Terms and Conditions Applicable to Canada

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

Securities Law Information. The Grantee acknowledges and agrees that: (i) it has not been induced to acquire the Stock Unit Award or any Shares through the Plan and otherwise participate in the Plan by expectation of employment as an Employee or appointment as a Non-Employee Director or continued employment as an Employee or appointment as a Non-Employee Director; and (ii) it 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) and is otherwise in compliance with applicable securities laws, including applicable resale restrictions.

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 Unit 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 Unit 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 will 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 Unit Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Data Privacy: 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 the Restricted Stock Units 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 Grantee's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Grantee hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.

Data Privacy: 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).

Data Privacy: International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company is based, and may be further transferred by the Company to the U.S., where its service providers are based.

Data Privacy: 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 ten (10) years after the Grantee participates in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.

Data Privacy: Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, 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 or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) 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.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to Denmark

Tax reporting and payment. To the extent the Company or the Grantee's employer have not reported the Stock Unit Award to the Danish Tax Agency, the Grantee is required to report the Stock Unit Award on his/her tax return relative to each year of vesting. To the extent the Grantee and his/her employer have not agreed to apply section 7 P of the Danish Tax Assessment Act to the Stock Unit Award, or to the extent that provision might otherwise be inapplicable, the value of the stock on each day of vesting constitutes taxable income for the Grantee. The Grantee is required to settle the relevant taxes vis-à-vis the Danish Tax Agency. It is of no concern to the Company or any of its Subsidiaries how the Grantee finances any tax burden in this regard.

Treatment of Stock Unit 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 Unit 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 Unit 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 Grantee is required to report shares held in foreign bank/brokerage accounts in the Grantee's tax return under the section on foreign affairs and income.

Labor Law Acknowledgment. By accepting the Stock Unit Awards, the Grantee understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

Terms and Conditions Applicable to Finland

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Grantee must check their pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) as well as any sale or other capital gains and any dividends or refunds of capital and any other income related to such shares and securities are correctly reported. If the Grantee finds any errors or omissions, the Grantee must make the necessary corrections electronically or by sending specific paper forms and by paying any outstanding taxes to the local tax authorities.

Securities Law Information. The Grantee acknowledges that the grant of the Stock Unit Award through a private placement does not constitute a public offering of securities in Finland. Therefore, the Stock Unit Award is not subject to the supervision of the Finnish Financial Supervisory Authority (*Finanssivalvonta*) and no prospectus will be made available through filing or notification with the Finnish Financial Supervisory Authority (*Finanssivalvonta*) in Finland in relation to the Stock Unit Award. The Grantee further acknowledges that pursuant to the Finnish Securities Markets Act (746/2012, as amended) and the EU Prospectus Regulation 2017/1129 (as amended), there is no obligation to publish a prospectus, if securities are offered, allotted or to be allotted to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer

Terms and Conditions Applicable to France

Tax Information. The Stock Unit Award is not intended to be a French-qualified award. Thus, it is not intended to be eligible to the specific French social and tax regime provided for in Article L. 242-1 II 6° of the French social security code and Article 80 quaterdecies of the French tax code, as amended.

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 on Form No. 3916 which must be filed together with his / her annual tax return. Failure to comply could trigger significant penalties. 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 €50,000 must be reported on a monthly basis 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). If the Grantee uses a German bank to effect a cross-border

payment in excess of € 50,000 in connection with the sale of the Shares acquired under the Plan, the bank will make the report for the Grantee.

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 (at the latest 14 months after the end of such calendar year). A qualified participation is attained if (i) the value of the Shares acquired exceeds €150,000 or (ii) in the unlikely event the Grantee holds shares of common stock exceeding 10% of the Company's total common stock. No reporting is required if the Company is publicly listed, and the ownership remains below 1 %, even if the acquisition costs exceed € 150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Securities Law Information. The grant of the Stock Unit Award under the Plan is exempt or excluded from the requirement to publish a securities prospectus in Germany.

Prohibition of Insider Dealing. The Grantee should be aware of the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as e.g. the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of the Shares acquired under the Plan, if the Grantee has inside information regarding the Company. The Grantee is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extend insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that the Grantee consults with a legal advisor.

Limitation of Liability. The Grantee is responsible for compliance with any laws to be observed by the Grantee in person in conjunction with the participation in the Plan. The Company cannot be held liable if the Grantee violates German law or any other applicable rules to be complied with by the Grantee in conjunction with the participation in the Plan including but not limited to insider dealing restrictions under the Market Abuse Regulation.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Unit 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. The Stock Unit Awards and any Shares issued pursuant to the Stock Unit Awards do not constitute a public offering of securities under Hong Kong law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, the Plan and other incidental communication materials distributed in connection with the Stock Unit Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Sale of Shares. Shares of common stock received at vesting are accepted as a personal investment. In the event the restricted period on the Grantee's Stock Unit Awards expires within six months of the Grant Date and Shares of common stock are issued to the Grantee, the Grantee agrees that they will not offer to the public or otherwise dispose of the Shares of common stock prior to the six-month anniversary of the Grant Date.

Notifications Applicable to Hungary

Reporting Requirement. The Grantee acknowledges that the Plan has to be reported on behalf of the Company to the Hungarian National Bank in its capacity as controlling authority of the stock market in Hungary within 15 days of the completion of the distribution procedure of the Shares.

Securities Law Information. Based on this Agreement the grant of the Stock Unit Award is not intended to be a public offering of securities but rather intended to be a private placement, however, in case of any public offering event to which EU Prospectus Regulation 2017/1129 is applicable, there is a special exemption for employee-share schemes from the obligation to publish a prospectus.

Notifications Applicable to India

Exchange Control Notification. The Grantee understands that they must repatriate any proceeds from the sale of shares of common stock under the Plan and any dividends or any dividend equivalents received in relation to the shares of common stock to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. The Grantee must obtain a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Grantee's employer requests proof of repatriation.

Foreign Asset/Account Reporting Notification. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including shares of common stock held outside of India) in their annual income tax return. It is the Grantee's responsibility to comply with this reporting obligation and the Grantee should consult their personal legal advisor to determine whether the obligation applies to their personal situation.

Recoupment Policy. Notwithstanding anything to the contrary in the Plan or this Stock Unit Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by the Grantee, then all Restricted Stock Units held by the Grantee, whether vested or unvested, shall be immediately and automatically forfeited, and all the Grantee's rights to such Restricted Stock Units shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, the Grantee shall transfer back to the Company all shares of common stock acquired with respect to Restricted Stock Units then held by the Grantee at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any Restricted Stock Units that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.

Settlement of Stock Unit Award after termination of employment ("Settlement"). If the Stock Unit Award, or a part of it, is settled with the Grantee after the Grantee's Continuous Service terminates like in Sections, including but not limited to, 4(a)(i), 4(a)(ii) or 6(a) of this Agreement, such Settlement shall be carried out only if permitted by, and in accordance with, the Indian exchange control laws including but not limited to the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended from time to time. If the Settlement, whether in whole or in part, is not so permitted under the Indian exchange control laws in force at the time, then Committee or the Company shall have sole discretion to decide an alternative manner in which the Stock Unit Award may be settled in favour of the Grantee. It is hereby clarified that the discretion allowed to the Committee and Company can also include forfeiture of the Stock Unit Award, entirely or in part, to the extent that Settlement is not permitted under the applicable Indian exchange control laws in force at the time of Settlement.

Compliance obligations of the Indian employer ("Indian Company"). On any settlement or divestment of shares underlying this Stock Unit Award and/or reinvestment of proceeds from the sale of such shares, Grantee agrees to provide to the Indian Company in due time, true and accurate details regarding all such transactions, including amount of proceeds received, other shares acquired by Grantee (including potentially shares in other entities unrelated to the Company, and all supporting documentation evidencing such transactions (such as bank account statements or share certificates). It is hereby clarified that the Grantee also permits the Indian Company to disclose such information to an Authorized Dealer Bank, Reserve Bank of India or any other regulatory authority, to comply with the Indian Company's reporting obligations under the Indian exchange control laws or any other laws applicable at that point in time.

Withholding Tax Obligations. Notwithstanding the provisions of the Plan, each Grantee shall pay to the Company or the Indian Company, as the case may be, or make provision satisfactory to the Company or Indian Company for payment of, any taxes required by law of India to be withheld in connection with the Plan, not later than the date of the event creating the tax liability. The Company or Indian Company may, to the extent permitted by law of India, deduct any such tax obligations from any payment of any kind otherwise due to the Grantee, including but not limited to his / her future payrolls or other payments due from the Company or Indian Company.

Data Privacy. The Grantee acknowledges that personal information, including sensitive personal data or information, in relation to them may be shared by the Indian Company with and held by the Company, and passed onto a third party advisor, administrator and/or future purchaser of the Company for the purposes of the operation or administration of the Plan. Further information about how the Company will process personal information of the Indian Optionee is set out in the Company's privacy notice.

Grievance redressal in relation to personal data. Any discrepancies and grievances of the Grantee with respect to processing of personal information, including sensitive personal data or information data may be informed to the designated grievance officer of the Company.

Notifications Applicable to Indonesia

Language Acknowledgment. A translation of the documents relating to this grant into Bahasa Indonesia can be provided to the Grantee upon request to the Company's HR department. By accepting the Stock Unit Awards, the Grantee (i) confirms, having read and understood the documents relating to this grant (i.e., the Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.

Persetujuan dan Pemberitahuan Bahasa. Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda apabila diminta kepada departemen Sumber Daya Manusia (SDM) Perusahaan. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-Syarat, termasuk suplemen ini, dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.

Foreign Asset/Account Reporting Notification. The Grantee has the obligation to report your worldwide assets (including foreign accounts and shares of common stock acquired under the Plan) in your annual individual income tax return.

Exchange Control Notification. In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. Generally, for foreign currency transactions against Rupiah exceeding USD 100,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank.

Data Privacy. When carrying out international transfer of personal data belonging to the Grantee, the Company shall comply with the mandatory reporting requirements to the Indonesian Ministry of Communication and Digital Affairs as set out under the applicable law.

Outward remittances. The Grantee understands that remittance of funds pursuant to the Plan is permitted, unless the funds to be remitted are in Rupiah. The Grantee also understands and acknowledges that any offshore transfer of funds in foreign currency in an amount equivalent to USD100,000 shall require evidence of the underlying documents, as well as disclosure of general information on the residency status of the beneficiary, the relationship between the transferor and the beneficiary and the purpose of the transfer.

Inward remittances: The Grantee understands and acknowledges that disclosure may be required to the bank in Indonesia if the Grantee receives a money transfer from offshore, such as when receiving dividends or proceeds of sale of the shares. Bank may require such disclosure since it has the obligation to report fund transfer activities from and to outside Indonesia to the Centre for the Reporting and Analysis of Financial Transaction (*Pusat Pelaporan dan Analisis Transaksi Keuangan* or PPATK).

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 Chapter 5 Part 5 of the Irish Companies Act 2014, 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

Data Privacy. The Company is based outside of Israel and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgment or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

Authorization. The Grantee authorizes the Company and the Grantee's employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of the Grantee's Private Data or other information and consents to the foregoing. The Grantee further authorizes the Company, the Grantee's employer and any Plan administration service provider to discuss the Grantee's participation in the Plan and the Grantee's Personal Data to record such data or information and to keep such data or information in any Grantee's employee or personal file.

Tax Notification. The Grantee's Stock Unit Award Restricted Stock Units are not intended to be tax-qualified under Section 102 of the Income Tax Ordinance and will be subject to tax pursuant to the non-trustee route under Section 102(c)(2). The Grantee will be subject to tax at the time of sale and the Grantee's sale proceeds less any cost of acquisition will be classified as ordinary income, even if such sale occurs following termination of employment. Dividend equivalents will also be classified as ordinary income upon payment. In case of termination of engagement, the Grantee may be required to provide a guarantee for the payment of tax upon sale of the shares, at the discretion of the Company. Any and all taxes due in relation to the Restricted Stock Units and Shares, including any dividend equivalent, shall be borne solely by the Grantee. The Company and/or any subsidiary shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Grantee hereby agrees to indemnify the Company and/or the Grantee's employer and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee. The Company and/or the Grantee's employer, to the extent permitted by law, shall have the right to deduct from any payment otherwise due to the Grantee or from proceeds of the sale of the Shares, an amount equal to any tax required by law with respect to the Restricted Stock Units and Shares including any dividend equivalent. The Grantee will pay to the Company, or the Grantee's employer any amount of taxes that they may be required to withhold with respect to the Restricted Stock Unit Shares that cannot be satisfied by the means previously described.

Language. The Grantee has had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the Agreement, including without limitation this Addendum, and the advice of counsel prior to executing this Agreement. The Grantee acknowledges that it is familiar with the English language and does not require translation to any other language.

המשתתף מצהיר בזאת, כי השפה האנגלית מוכרת לו ואינו זוקק לתרגם לשפה אחרת.

Terms and Conditions Applicable to Italy

Plan Administration and Tax Withholding. Notwithstanding any provision to the contrary in this Agreement (including, without limitation, Section 9), the Company and the Grantee acknowledge that the Grantee's Italian employer has a mandatory and non-waivable obligation to act as a tax withholding agent (sostituto d'imposta) under Italian law. Accordingly, the Italian employer will be responsible for calculating, withholding, and remitting to the relevant authorities all applicable income taxes (IRPEF) and social security contributions due on the value of the Restricted Stock Units at the time of vesting. The Grantee authorizes the Italian employer to withhold such amounts from the Grantee's regular salary or other compensation.

Taxation of Restricted Stock Units. The Grantee understands that the taxation of the Restricted Stock Units under Italian law occurs in two stages:

- (a) at Vesting: The fair market value of the Shares on the vesting date is considered employment income and is subject to IRPEF and social security contributions. These amounts will be withheld by the Italian employer as described above; and
- (b) at Subsequent Sale of the Shares: Any gain realized upon the subsequent sale of the Shares, calculated as the difference between the sale price and the fair market value on the vesting date, is considered a capital gain and is subject to capital gains tax. The Grantee is personally responsible for reporting this gain on their annual tax return and paying the relevant tax.

Data Privacy Notice. This provision supplements the general data privacy clauses of the Agreement.

The Grantee understands that the Company and its Subsidiaries may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Subsidiary, details of all Awards granted, canceled, vested, unvested or outstanding in your favor ("Data").

The Company will process said Data for the purposes of managing and administering the Plan, fulfilling its obligations under this Agreement, and complying with applicable laws and regulations. The legal basis for this processing is the necessity to perform the contract between the Company and the Grantee (i.e., this Agreement) and the Company's need to comply with its legal obligations under tax, social security, and corporate laws.

The Grantee understands that providing the Company with Data is necessary for participation in the Plan and that the Grantee's denial to provide Data would make it impossible for the Company to perform its contractual obligations and will affect the Grantee's ability to participate in the Plan.

The Grantee understands that Data may be transferred to third-party service providers and other recipients as necessary for the administration of the Plan, and that such recipients may be located in or outside the EU/EEA, such as in the United States. Any transfer of Data outside the EU/EEA will be carried out in compliance with the safeguards provided by the General Data Protection Regulation (EU) 2016/679 ("GDPR"), for example, through the use of Standard Contractual Clauses approved by the European Commission.

The Company will retain Data for as long as necessary to implement, administer and manage the Grantee's participation in the Plan and to comply with its legal obligations, generally for a period of up to 10 years after the termination of the Plan or the Grantee's participation therein.

The processing of Data shall take place in compliance with the GDPR and Legislative Decree no. 196/2003, as amended and supplemented (the "Privacy Code"). The Grantee understands that, as a data subject, they have the right at any time to exercise their rights under Articles 15 to 22 of the GDPR, including the right to access, rectify, or erase their Data, restrict or object to its processing, and the right to data portability. To exercise these privacy rights, the Grantee should contact their local human resources department.

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (e.g., the Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should consult with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Foreign Asset Tax Information. If the Grantee is an Italian resident and holds investments or financial assets (e.g., Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should contact with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Wealth Tax. The Grantee may be subject to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. The Grantee should consult with his / her personal tax advisor as to whether the aforementioned wealth tax apply to the Grantee in connection with any Restricted Stock Units and/or cash and/or Shares held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any wealth tax in connection with the Restricted Stock Units granted pursuant to this Agreement.

Notifications Applicable to Korea (Republic of)

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. The Grantee should consult with their personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether the Grantee is required to file a report with respect to such accounts.

Tax Liability. In accordance with the Korean Personal Income Tax Law, the Grantee who is a Korean resident is required to report and pay personal income tax on the fair market value of the Restricted Stock Units at the time of vesting. Personal income tax should also be reported and paid on any dividends received from vested Restricted Stock Units.

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.

Notifications Applicable to Malaysia

Monthly Tax Deductions. The shares of common stock received by the Grantee when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If the Grantee elects to satisfy any income tax payable arising from the Restricted Stock Units by himself / herself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, the Grantee is required to inform the Company in writing of his/her choice or of any such arrangement with the local taxing authority at the time of the vesting date.

For the purpose of computing the amount of income tax payable by the Grantee, taking into account the shares of common stock granted to the Grantee under the Plan, in respect of the monthly tax deductions, the Grantee is responsible for informing the Company if he / she is subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if the Grantee is no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of common stock received by the Grantee

under the Plan in relation to income tax and the relevant monthly tax deductions shall be satisfied by the Grantee. The Grantee is encouraged to seek professional tax advice regarding his / her individual circumstances.

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 Unit 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 Unit Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Unit 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.

Tax Liability. In accordance with the Mexican Income Tax Law, any income obtained by Mexican resident individuals from a grant by their employer, or any related party to the employer, of shares issued by the employer, or any related party to the employer, at no cost, or at a discount (with respect to their market value at the vesting date), is considered salary income. The taxable income is determined based on the market value of the shares at the vesting date. Any price or premium paid by the employee shall be deducted. The net income will be subject to the ordinary progressive income tax rate (i.e. 1.92-35%).

Tax Withholding. In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the Restricted Stock Units. Thus, the Mexican employer will be obligated to withhold income tax from the

employee with respect to any taxable income derived from the grant of Restricted Stock Units. Therefore, as a condition precedent to the issuance or delivery of any Restricted Stock Units pursuant to grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any Restricted Stock Units pursuant to a grant until such withholding is applied by the Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.

Restrictive Covenants. For the purposes of the Award, the Grantee's employment will be considered exclusively with the Company's entity in Mexico (the "Mexico Subsidiary").

The confidential information shall be treated as an industrial secret and, as such, shall be subject to the provisions of Articles 163, 164, 165, 166, 167, 168 and 169 of the Federal Law for the Protection of Industrial Property 2020 ("LFPPI") in effect in Mexico, in conjunction with Articles 402, II-VI and 403 of the LFPPI, as well as Articles 210 and 211 of the Federal Penal Code.

In the event that the Grantee fails to comply with any of the confidentiality obligations within the specified timeframes, the Company or the Mexico Subsidiary shall have the right to seek a contractual penalty, as determined by the appropriate judicial authority. The parties acknowledge that such penalty shall be proportionate to the damages incurred by the Company due to the Grantee's breach of this Agreement.

The Grantee acknowledges that the compensation received during their employment is sufficient to satisfy the non-compete and non-solicitation provisions in Section 7 of the Agreement. The Grantee affirms that this compensation, including any awards, is entirely reasonable. However, unless Mexico's Subsidiary decides otherwise, the Grantee may be offered additional compensation in exchange for compliance with the non-compete and non-solicitation provisions. In such a case, the terms of such additional compensation shall be formalized through a separate agreement.

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.

Data Privacy. The Grantee understands that in the context of this Agreement and the Plan the Company and any Subsidiaries may hold and process certain personal information about the Grantee, i.e. the Grantee's name, signature, home address and telephone number, date of birth, citizen service number (BSN) or other identification number (insofar as allowed under the national laws), salary, nationality, job title, bank account and/or payment details, any shares or directorships held in the Company or any Subsidiaries, details of all Awards, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor. This personal information qualifies as personal data within the meaning of the EU 2016/679 General Data Protection Regulation (the "GDPR") (hereafter: "Personal Data"). The Personal Data shall, upon participation in the Plan, be provided to the Company by the relevant Subsidiary.

The Controller of the processing of these Personal Data under the Plan is Jabil Inc., with registered offices at 10800 Roosevelt Boulevard North, St. Petersburg, Florida 33716, United States of America. The Controller and its representatives in the Netherlands are available by contacting the Company's legal department (entity management).

The Personal Data will be processed for the exclusive purpose of (i) allocating Shares, (ii) implementing, managing and administering the Grantee's participation in the Plan, (iii) communicating with the Grantee in connection with the Plan, (iv) internal administration, (v) complying with the Company's legal obligations, and (vi) for the purposes of the Company's legitimate interests such as to establish, exercise or defend its rights and legal position and to monitor compliance with the Plan (the "Purposes"), in accordance with the applicable data privacy laws including the GDPR and the Dutch GDPR Implementation Act.

The Company's legal bases for the processing of Grantee's Personal Data for the abovementioned Purposes are: (i) complying with legal obligations that apply to the Company, including obligations under fiscal, tax, labour and securities laws, (ii) performing its contractual obligations as described in the Agreement and/or the Plan (as applicable), and (iii) the legitimate interests pursued by the Company in relation to the management, improvement and protection of the Plan, including internal administration and processing in the context of the establishment, exercise or defense of a legal claim in relation to the Agreement.

The Grantee also understands that providing the Company with the Personal Data included above is necessary for the performance of the Plan and that the Grantee's refusal to provide such Personal Data or otherwise would prevent the (further) collection and transfer of his/her Personal Data by the Controller, could make it impossible for the Company to perform its (contractual or legal) obligations and may affect the Grantee's ability to participate in the Plan. As the Grantee's participation in the Plan is purely voluntary, this would not affect the Grantee's existing employment, career, nor salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

The Grantee understands that the Personal Data will be shared with the stock plan services provider(s) designated by the Company (presently or in the future), or other third parties involved in or furthering the implementation, management and administration of the Plan. Such service providers act only upon the explicit instructions of the Controller and do not process the Personal Data for any other purpose than the Purposes listed above. In addition, the Company has ensured that such service providers have appropriate technical and organizational security measures in place to guarantee an adequate level of protection of the Personal Data. In addition, the Company may also share the Personal Data with external advisors or lawyers, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent supervisory authorities, in so far as this is necessary for the Purposes. The Grantee may at any time request a list of the recipients of the personal Data by contacting his/her local human resources representative.

The Grantee understands that the recipients of the Personal Data may be located in the United States or other countries outside the European Economic Area (the "EEA") and that the recipients' country may therefore not have or may have different data privacy laws and protection than the Grantee's country. The (international) transfer of Personal Data between the Company and third parties outside the EEA shall be based on adequate transfer mechanisms such as the EU Model Clauses in combination with a data transfer impact assessment or any other mechanism in accordance with article 44 et seq. GDPR, and in line with the recommendations of the European Data Protection Board. For more information on the transfer mechanisms used, and/or to obtain a redacted copy of such appropriate safeguards, the Grantee may contact his/her local human resources representative. In the absence of appropriate safeguards, Grantee's Personal Data will not be transferred to a third party located outside the EEA, unless a specific derogation applies in the sense of article 49 of the GDPR.

The Controller will take steps to ensure Personal Data is accurate and up to date. From time to time the Grantee will be required to review and update his/her Personal Data. Personal Data will only be held for as long as it is necessary for the Purposes listed above. The Personal Data shall be retained for 7 years after participation in the Plan has been terminated, unless longer retention of Personal Data is required, for example based on a legal obligation or in order to establish, defend or exercise a legal position.

Under the GDPR, the Grantee (as a 'data subject') has certain rights in relation to his/her Personal Data. Therefore, upon written request to the local human resources representative, the Grantee may at any time, without any cost and under certain circumstances in accordance with the GDPR:

- (i) be given access to his/her Personal Data;
- (ii) receive information about the processing of his/her Personal Data;
- (iii) request restriction of (part of) the processing of his/her Personal Data;
- (iv) request rectification or erasure of (part) of his/her Personal Data;
- (v) exercise his/her rights to data portability, within the limits set in the GDPR; and/or
- (vi) lodge a complaint with the competent supervisory (national) authority, in the Netherlands being the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), in case the Grantee considers that there has been an infringement of the Data Protection laws.

The Grantee may also object to the processing of his/her Personal Data within the limits set in the Data Protection laws.

Dividend Equivalents. This provision supplements Section 8 of this Agreement. 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 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. At the time the Dividend Equivalents become taxable, which will generally occur upon settlement or payout, such payments shall be made net of all amounts required to be withheld under applicable law, including, without limitation, federal, state, local and foreign income taxes, Dutch personal income tax (*inkomstenbelasting*), Dutch payroll tax (*loonbelasting*), social security contributions and any similar levies or deductions, subject to Section 9.

Responsibility for Taxes and Withholding. This provision applies in lieu of Section 9 of this Agreement. 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, payroll tax, payment on account, social security or similar levies or deductions required by applicable law 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.

The Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

This election is subject to the prior approval of the Grantee's employing entity or, as applicable, the Dutch wage tax withholding agent (*inhoudingsplichtige*). If, as a result of the Grantee's election, the Company advances any amounts in respect of the Tax-Related Items, the amount advanced shall constitute a recoverable receivable (loan) from the Company to the Grantee from the date of the advance until repayment. Unless interest accrues on such receivable at an arm's-length market rate for the period outstanding, the Grantee may realize a taxable benefit for Dutch payroll tax and social security purposes. The Grantee shall be solely responsible for any resulting Dutch payroll taxes, social security contributions, or similar levies or deductions required by applicable law.

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.

Notification Applicable to Philippines

Securities Law Requirement. The grant of the Restricted Stock Units ("RSUs") to the Employees and Non-Employee Directors of the Philippine Subsidiary/Subsidiaries of the Company and the implementation of the Plan in the Philippines is subject to first obtaining from the Philippine Securities and Exchange Commission of an exemption from the requirement of securities registration under the Philippine Securities Regulations Code, and to such exemption remaining valid during the Plan implementation.

Data Protection. The Company and its Philippine Subsidiaries/Subsidiary shall comply with the Philippine Data Privacy Act and its implementing rules and regulations (the "DPA") and other applicable data privacy or data protection laws when processing personal information arising from or processed pursuant to the Plan including obtaining, where applicable, the consent of the participant to the processing of his or her personal information, advising the participant of his/her rights under the data privacy/protections laws, complying with the data sharing and data transfer requirements, if applicable, and instituting and implementing organizational, physical and technical security measures to protect the personal information.

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. In this connection, the Grantee hereby consents to the collection, use, storage, outsourcing, sharing/transfer, and any other processing of his/her personal data by the Company, the Philippine Subsidiary/Subsidiaries, the other entities mentioned in the Plan and in the Agreement, for the purposes set out herein and to comply with relevant laws. In giving this consent, the Grantee hereby acknowledges that he/she has been given the information required under the DPA. The above provisions are in addition to the data privacy provisions under the Plan and in the Agreement.

Discretionary Benefit. The Plan is a discretionary benefit operated by the Company which is not an employer of the Grantees, and no Grantee participates as of right in the Plan. In addition to the provisions in the Plan and in the Agreement on similar matters, the grant of Award under the Plan and in the Agreement is non-precedent setting and does not imply a right to participate or to be considered for participation in a later grant. Rights granted under the Plan are not part of, and are separate from any rights granted under, the employment contract, and are not part of the Grantees' employment benefits.

Tax Consequences. No Philippine taxes are due upon the grant or vesting of the RSUs or upon the accrual of any dividend equivalents. Upon settlement of the RSUs in shares, participants will generally be subject to Philippine income tax at the applicable schedular rates (up to 35%) on the fair market value of the shares received, including any dividend equivalents paid in cash. Participants who qualify as mixed-income earners (i.e., those engaged in trade or business while also earning compensation income) may elect to be taxed at the flat 8% rate, provided their gross annual sales or receipts and non-operating income do not exceed PhP3,000,000, and only to the extent the RSU income is not classified as compensation.

If the local employer or affiliate bears or records any portion of the cost of the RSUs or is involved in the administration of the Plan, the value of such shares and dividend equivalents will be treated as compensation income for employees upon settlement. In such case, the local employer or affiliate will be required to withhold and remit the applicable withholding tax on compensation. For non-employee directors, the local employer or affiliate must withhold and remit expanded withholding tax (EWT) at the rate of 5%, if the payee's gross sales for the year do not exceed PhP3,000,000, or at 10% in all other cases.

Participants remain responsible for the filing and payment of any additional taxes due in respect of other income or any shortfall between their total tax payable and the amount withheld by the local employer or affiliate.

Any gain realized by the participant upon the subsequent sale of shares acquired under the Plan will generally be subject to a final capital gains tax of 15% on the net gain. Sales or transfers of shares listed and traded through a local or foreign stock exchange are exempt from documentary stamp tax. Private or off-exchange transfers of shares may be subject to documentary stamp tax at the rate of PhP1.50 for every PhP200 of par value (approximately 0.75%), and gratuitous or below-value transfers of shares may be subject to donor's tax at 6% on the excess of the fair market value over the consideration received, net of the PhP250,000 annual exemption.

Tax Compliance and Participant Responsibility. The participant acknowledges that the local employer or affiliate, where required by applicable law, may withhold or collect any taxes due in connection with the settlement of the RSUs or the payment of dividend equivalents. The Company, its subsidiaries, and affiliates may take such action as they consider appropriate to comply with applicable tax withholding or reporting obligations, including through the sale or retention of shares or the deduction of amounts otherwise payable to the participant.

Participants remain personally responsible for any taxes or other obligations that may arise in connection with their participation in the Plan, including any tax due upon settlement of the RSUs, payment of dividend equivalents, or sale or transfer of shares acquired under the Plan. The Company, its subsidiaries, and affiliates make no representation or undertaking regarding the tax treatment of participation in the Plan and are not providing tax, legal, or financial advice. Participants are strongly encouraged to seek independent professional advice regarding the local tax consequences of participation in the Plan and any subsequent disposal of shares.

Additional Requirements. The Company and the Committee 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 pursuant to the Agreement, to the extent the Company, its Philippine Subsidiary/Subsidiaries or the Committee 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.

Acknowledgment. In accepting the Award, the Grantee acknowledges that he or she has received, or has access to, a copy of the Plan and has reviewed the Plan in its entirety and fully understands and accepts all provisions of the Plan

Notifications Applicable to Poland

Exchange Control Notification. If the Grantee transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds may need to be transferred via a Polish bank account. The Grantee is required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.

Foreign Asset/Account Reporting Notification. Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. The Grantee should consult with their personal legal advisor to determine their personal reporting obligations.

Notifications Applicable to Singapore

Restriction on Sale and Transferability. The Grantee acknowledges that the Plan, this Stock Unit Award and the terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this Stock Unit Award, the terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award may not be circulated or distributed, nor may the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision

(4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 (“SFA”), save for section 280 of the SFA. The Grantee further acknowledge that any transfer and/or disposal of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award by you (as may be allowed under the Plan, this Stock Unit Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant Stock Unit Award and/or shares of common stock underlying the Stock Unit Award.

Notification under Section 309B(1) of the SFA. The Stock Unit Award and Common Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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.

Data Protection. The Grantee acknowledges that:

- (a) personal data of the Grantee as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or this Agreement, and/or which is otherwise collected from the Grantee (or their authorised representatives) will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, facilitating the Grantee’s participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to the Grantee from time to time;
- (b) by participating in the Plan, the Grantee also consents to the collection, use and disclosure of his/her personal data for all such purposes, including disclosure of personal data of the Grantee held by the Company to any of its subsidiaries and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Grantee also warrants that where he discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or this Agreement, he has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Grantee shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Grantee’s breach of this warranty.

- (d) To the extent that the Grantee withdraws consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.

Terms and Conditions Applicable to Spain

Labor Law Acknowledgment. By accepting this Stock Unit Award, the Grantee acknowledges that they understand and agree that they consent to participate in the Plan and that they have received a copy of the Plan. The Grantee understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. Further, the Grantee understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary Stock Unit Award since the future value of the Stock Unit Awards and shares of common stock is unknown and unpredictable. In addition, the Grantee understands that the Stock Unit Award would not be made to them but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any Stock Unit Award shall be null and void.

The Grantee also understands and agrees that, as a condition of the grant of the Stock Unit Award, the termination of the Grantee's employment for any reason (including the reasons listed below), the Stock Unit Award will cease vesting immediately effective on the date the Grantee is no longer providing services to the Grantee's employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, the Grantee understands and agrees that the Stock Unit Award will be forfeited without entitlement to the underlying shares of common stock or to any amount as indemnification in the event of a termination of the Grantee's employment as described in the Terms prior to expiration of the restricted period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Grantee's employer and under Article 10.3 of the Royal Decree 1382/1985.

Foreign Investment Reporting Notifications. The Grantee acknowledges that foreign investments held by him/her, including shares of common stock acquired under the Plan and any other foreign investments of the Grantee, must be reported electronically by the latter to the Statistics Department of the Bank of Spain if the total amount of such foreign investments reaches or exceeds €1,000,000 with the following frequency: (i) on an annual basis, for foreign investments that do not reach €100,000,000, (ii) on a quarterly basis, for foreign investments ranging between €100,000,000 and €300,000,000, or (iii) on a monthly basis, for foreign investments of over €300,000,000, and shall be submitted to the Bank of Spain within twenty days after the end of the month, quarter or year, as appropriate. For further information in this regard please check the website of the Bank of Spain at <https://sedelectronica.bde.es/sede/es/tramites/presentacion-residentes-transacciones-exterior-p158.html>.

Foreign Asset/Account Reporting Notification. The Grantee may be subject to a tax reporting obligation if the Grantee holds assets (either as holder or as ultimate beneficial owner) and/or have bank accounts outside of Spain (either as holder, representative, authorize person, beneficiary, person with powers of disposal over or as the ultimate beneficial owner of such accounts). If the value of the assets, including shares of common stock, dividends, dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, the Grantee will be required to report the assets and/or bank accounts on their annual tax return for such year (or at any time during the year in which the Grantee disposes of such right or asset). After the assets and/or bank accounts are initially reported, the Grantee will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year. The Grantee should consult with their personal tax and legal advisors to ensure compliance with their personal reporting obligations.

Securities Law Information. The Plan and the terms have not been nor will they be registered with the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores), and do not constitute a public offering prospectus for the

purposes of the Prospectus Regulation. Therefore, the Restricted Stock Units, or the Shares underlying the Restricted Stock Units, will not be offered or distributed in Spain, except in circumstances where (i) they are not considered a public offering (*oferta pública*) under Spanish law, (ii) they do not require the publication of a prospectus, or (iii) they are made pursuant to an applicable registration exemption, all in accordance with the Prospectus Regulation and Spanish law.

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. In Switzerland, the grant of Restricted Share Units is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the Award granted pursuant to the Agreement. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

Tax Reporting Information. (i) At grant. The Grantee will receive an addendum to their annual salary statement, reporting the details of their Stock Unit Awards granted to them. The Grantee is required to file such addendum with their tax return. Furthermore, the Grantee is required to declare all Stock Unit Awards granted to them under the Plan which should not be subject to the net wealth tax, but must be reflected "pro memoria" in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return. (ii) At vesting. The Grantee will receive an addendum to the annual salary statement, reporting the taxable income realized upon vesting of the Stock Unit Awards granted to them. The Grantee is required to declare such income in and to file the addendum with their tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return.

Data Privacy – Transfer of personal data to the United States. The Grantee acknowledges and agrees that their personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to the Grantee's personal data with or without the Grantee's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

Employment Law Information. The Restricted Units Award is made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

Termination of Employment. For purposes of the Stock Unit Award, the date of the Grantee's termination of employment shall be (i) the date on which the Grantee's employment is terminated, or, (ii) in case of termination for cause within the meaning of Art. 337 of the Swiss Code of Obligation, the date on which the Grantee receives notice of termination. For the purpose of section 6, a Grantee residing and working in Switzerland will qualify as a "Non-EU/UK Executive".

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.

Exchange Control Notification. The Grantee may acquire and remit foreign currency (including proceeds from the sale of shares of common stock or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$10,000,000 per year without justification. Remittance of funds related to the sale of shares of common stock should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to the United Arab Emirates

IMPORTANT NOTICE: The Agreement, the Plan and all other materials pertaining to the Plan (together, the "Plan Materials") have not been reviewed or approved, nor are they subject to any form of regulation, by any regulatory authority in the United Arab Emirates (the "UAE") including the Securities and Commodities Authority, the Central Bank, the Dubai Financial Services Authority or the Financial Services Regulatory Authority (each a 'Regulatory Authority', together the "Regulatory Authorities"). The Regulatory Authorities have no responsibility for reviewing or verifying the Plan Materials. Accordingly, the Regulatory Authorities have not approved the Plan Materials nor taken any steps to verify the information set out in the Plan Materials, and have no responsibility for them.

The Grantee acknowledges that any communications by the Company in respect of the Plan have been made following an expression of interest by the Grantee as to the Grantee's potential eligible to participate in the Plan. The Company has not otherwise taken steps to promote, recommend or advise the Grantee in respect of the Plan at any time including prior to the Grantee's expression of interest.

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 Plan Materials, the Grantee should obtain independent professional advice. The Stock Awards and any Shares issued pursuant to the Stock Awards do not constitute a public offering of securities under UAE law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, Plan Materials and other incidental communication materials distributed in connection with the Stock Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in the UAE and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Data Privacy. The Company is based outside of the UAE and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement,

administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee ‘s employer collecting, processing, maintaining and using the Grantee’s Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee’s Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee’ s personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee ‘s employer transferring the Grantee’s Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee’s employer’s transfer to the Company, and the Company’s transfer to the Grantee’s employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee ‘s employer, the Grantee appoints the Company to act as the Grantee’s agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee’s employer may transfer any of the Grantee’s Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of the UAE. This means that the Grantee’s Personal Data will be transferred and disclosed to persons, and maintained, outside of the UAE. The UAE has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of the UAE and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of the UAE than what is otherwise provided under the UAE law.

Data Retention. The Company will use the Grantee’s Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee’s Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee’s participation in the Plan and the Grantee’s understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee’s Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee’s agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee’s Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee’s salary as an employee of the Grantee’s employer or the Grantee’s career with the Grantee’s employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee’s employer may rely on a legal basis other than the Grantee’s consent for the collection, processing, maintenance, use or transfer of the Grantee’s Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee’s employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgement or agreement that the Company and/or the Grantee’s employer may deem necessary or advisable to obtain under current or future data privacy laws in the UAE. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

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.

At the election of the Company, the Grantee shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.

In the event the Grantee has failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, the Grantee shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within sixty (60) days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which the Grantee shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

Restrictive covenants. Section 7 of the Agreement shall be governed by the laws of England and Wales. The restricted periods in Section 7 of the Agreement shall be reduced by any period the Grantee spends on garden leave.

Certain identified information has been excluded from this exhibit because it is both (i) not material and (ii) treated as confidential by the Registrant.

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(PBRSSU TSR - EXECUTIVE)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of October __, 2025 (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 Compensation Committee of the Board (the "Committee") 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 Committee. The Committee 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, including through deemed acceptance, 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, including 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 in effect on the Grant Date, including the Executive Compensation Recoupment (Clawback) Policy, or as adopted following the Grant Date to comply with applicable law, 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 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 rights and 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 three-year period beginning September 1, 2025 and ending on August 31, 2028 (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 Shares 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 Shares 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 Shares 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 non-forfeitable on the Determination Date (as defined below) shall be determined in accordance with the following schedule, using linear interpolation, as determined by 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 Committee 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 seventy (70) 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 Exchange Act, the determination may be made by (i) such Grantee's divisional Executive Vice President or the Chief Executive Officer of the Company, (ii) the Chief Operating Officer of the Company or (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; provided, however, in all cases the achievement level of the Performance Goal following a Change in Control shall be deemed achieved at the maximum level of achievement.

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 or her 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 expiration of the Performance Period (settlement that is prompt but in no event later than two and one-half (2-1/2) months after the applicable vesting date or vesting event 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 one-year period following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date or vesting event 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 one-year period 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); provided, however, that if the Grantee would satisfy the age and service requirements for Retirement prior to the vesting of the Restricted Stock Units, then the 409A RSUs shall be settled at the time specified in Section 2 to the extent required to comply with Code Section 409A.
- (b) Manner of Settlement. The Company may make delivery of Shares 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 the Shares was different 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 Committee. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. **Forfeiture and Clawback; Termination due to Retirement, Death or Disability.** Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his or her rights and interest in the Restricted Stock Units and related dividend equivalents if his or her 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, determined as of the vesting date or vesting event, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares issued, determined as of the vesting date or vesting event, 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/UK Executive" is a Grantee who resides and/or works in a European Union jurisdiction or the United Kingdom, and a "Non-EU/UK Executive" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union or the United Kingdom.

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

For purposes of this Section 6(a), "Retirement" for a Non-EU/UK Executive means termination of the Non-EU/UK Executive's Continuous Service after the sum of the Grantee's age and Continuous Full Years of Service equals or exceeds sixty-five (65), with a minimum age of fifty (50) and a minimum of 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 count toward the number of Full Years of the Grantee's Continuous Service for purposes of this Section 6(a). For purposes of this Section 6(a), a Grantee's Full Years of Continuous Service shall not include (i) any period while the Grantee is on an unpaid leave of absence or (ii) any period while the Grantee performs services for the Company or a Subsidiary as a "contingent worker," in each case, as determined based on the Company payroll records.

If this Section 6(a) applies to an EU/UK Executive's Retirement, then, based on the EU/UK Executive's Full Years of Continuous Service as of the effective date of the Retirement, the EU/UK Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement:

| Full Years of Continuous Service | Additional Years of Equity Vesting |
|---|---|
| 20 years | 2 years |
| 25 years | 3 years |
| 30 or more years | Full vesting period |

If this Section 6(a) applies to a Non-EU/UK Executive's Retirement, then, based on the Non-EU/UK Executive's Full Years of Continuous Service as of the effective date of the Retirement, the Non-EU/UK Executive's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement:

| Sum of Age + Full Years of Continuous Service (minimum age 50 and minimum five Years of continuous Service) | Additional Years of Equity Vesting |
|--|---|
| Below 65 | None |
| 65 – 69 | 1 year |
| 70 – 74 | 2 years |
| 75+ | Full vesting period |

Accordingly, upon 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 Grantee remained in Continuous Service for the additional period specified in the applicable 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 Grantee's Continuous Service as set forth in the applicable above table will be forfeited upon Retirement. The death of the Grantee 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. For the avoidance of doubt, if the Grantee is a national of the Peoples' Republic of China, then the rules under the PRC State Administration of Foreign Exchange shall govern and shall supersede the provisions set forth in this Section 6.

(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, 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. 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, 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. 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 Committee, 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 Committee, setting forth reincorporated, 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 subject to Section 6(a) or 6(c), and the Shares 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 Committee 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.

If the Grantee resides and/or primarily works in the State of California, then the foregoing restrictions in (i) and (ii) above shall not apply after the end of the Grantee's employment. Further, if the Grantee's employment is based in the Commonwealth of Massachusetts, then (1) the restriction in (i) above shall not take effect until ten (10) business days after Grantee signs this Agreement, and (2) the restriction in (i) above shall not apply if Grantee's employment is terminated by the Company other than for Cause (as defined in Grantee's employment agreement, or, in the absence of such definition, as defined in Section 3 hereof).

(b) Unless compelled by subpoena or as otherwise permitted under this Section 7, 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.

Notwithstanding the foregoing, nothing herein shall be construed to prevent Grantee from engaging in concerted activity regarding working conditions, as protected by the National Labor Relations Act.

(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.

(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. Further, the parties acknowledge that, as provided by the Federal Defend Trade Secrets Act, Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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 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.

Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; 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 provide 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 Restricted Stock Units, 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. 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 Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

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

13. 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 Committee 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.

14. 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, is 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 (INCLUDING DEEMED ACCEPTANCE), 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 COMMITTEE. 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 COMMITTEE. 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.

15. Additional Acknowledgements. By accepting this Agreement electronically (including deemed acceptance), 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 Committee upon any questions relating to the Plan and this Agreement.

16. 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).

17. Deemed Acceptance. The Grantee is required to accept the terms and conditions set forth in this Agreement prior to the first vesting date in order for the Grantee to receive the Award. If the Grantee wishes to decline this Award, the Grantee must reject this Agreement prior to the first vesting date by selecting the "Reject" box on the website of the administrative agent. If the Grantee has not accepted or rejected this Agreement prior to the date which is thirty (30) days prior to the first vesting date, the Grantee will be deemed to have automatically accepted this Award and all the terms and conditions set forth in this Agreement. Deemed acceptance will allow the Shares to be released to the Grantee in a timely manner and once released, the Grantee waives any right to assert that Grantee has not accepted the terms hereof.

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent or by the application of deemed acceptance, 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 Unit Award for all Grantees that reside and/or work outside of the United States.

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 2025**. 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 Committee 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 Committee 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 Non-U.S. 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 Unit 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 Unit Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Unit 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 Unit 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 Committee 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 Committee 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 Unit Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Unit 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 Committee, 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 Unit 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 Unit 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 Unit Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Unit Awards or benefits in lieu of the Stock Unit Award even if Stock Unit 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 Unit 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 Committee and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Committee 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 or the CH-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission (including the UK or Swiss Addendum, as applicable).

(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.

(e) 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.

Terms and Conditions Applicable to Australia

The following terms and conditions apply to all Participants who are resident in, a citizen of, or otherwise subject to tax in Australia in respect of Restricted Stock Units granted to them ("Australian Participants"). In the event of any conflict between the Plan and this agreement (including these terms and conditions), these terms and conditions shall prevail for Participants who are Australian Participants.

Securities Law Information

The offer of the Restricted Stock Units is made under Division 1A (Employee Share Schemes) of Part 7.12 of the *Corporations Act* (Cth) (**Corporations Act**).

Nature of Plan and Offer

The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act).

Notwithstanding any other provision of the Plan, no Restricted Stock Units may be granted to an Australian Participant:

- (a) if the Australian Participant is not an Employee, Director or Consultant of the Company or any subsidiary of the Company; or
- (b) if the Restricted Stock Units will result in the Australian Participant holding a greater than 10% interest in the Company as determined in accordance with sections 83A-45(6) and (7) of the *Income Tax Assessment Act 1997* (Cth).

References to taxes in clauses 8(a) and 9 of this agreement includes any liability that the Company is required by law to pay as a result of or in connection with the grant of Restricted Stock Units to an Australian Participant or an amount being included in an Australian Participant's assessable income under Division 83A of the *Income Tax Assessment Act 1997* (Cth) in relation to his or her Restricted Stock Units for an income year, including:

- (a) TFN Withholding Tax under section 14-155 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); and
- (b) any superannuation payable in respect of dividend equivalent payments.

Privacy

In addition to clause 14 of this agreement, the Australian Participant understands and acknowledges that:

- (a) the personal information collected, maintained, processed and disclosed may include the Participant's tax file number ("TFN");
- (b) the Australian Participant is not required to provide their TFN and declining to provide their TFN is not an offence, however, there may be financial consequences if the Australian Participant does not provide their TFN;
- (c) where possible, the Company will collect personal information about the Australian Participant directly from the Australian Participant, however on occasion the Company may need to collect personal information about the Australian Participant from its related entities, service providers or other third parties;
- (d) the purposes for which personal information may be collected, maintained, processed and disclosed includes the fulfilment of any legal and regulatory requirements (such as under the *Income Tax Assessment Act 1997* (Cth));
- (e) in order to implement, administer and manage the Australian Participant's participation in the Plan, the Company may disclose personal information about the Australian Participant to the Australian Tax Office;
- (f) if the personal information (other than TFN) the Australian Participant provides to the Company is incomplete or inaccurate, the Company may not be able to implement, administer or manage the Australian Participant's participation in the Plan;
- (g) more information about the way the Company collects, maintains, processes and discloses the Australian Participant's personal information, how the Australian Participant can access and correct that personal information, and how the Australian Participant can make a complaint about a breach of the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (**Privacy Act**), can be accessed by contacting the Australian Participant's local human resources representative.

In the context of the Australian Participant, 'personal information' has the meaning given in the Privacy Act.

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 Unit 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 Committee 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-Verpflichtungen.*”

If the Grantee holds shares of common stock acquired under the Plan outside of Austria, the Grantee must submit a report to the Austrian National Bank. An exemption applies if the value of the shares of common stock as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.

Terms and Conditions Applicable to Canada

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

Securities Law Information. The Grantee acknowledges and agrees that: (i) it has not been induced to acquire the Stock Unit Award or any Shares through the Plan and otherwise participate in the Plan by expectation of employment as an Employee or appointment as a Non-Employee Director or continued employment as an Employee or appointment as a Non-Employee Director; and (ii) it 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) and is otherwise in compliance with applicable securities laws, including applicable resale restrictions.

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 Unit 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 Unit 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 will 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 Unit Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Data Privacy: 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 the Restricted Stock Units 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 Grantee's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Grantee hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.

Data Privacy: 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).

Data Privacy: International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company is based, and may be further transferred by the Company to the U.S., where its service providers are based.

Data Privacy: 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 ten (10) years after the Grantee participates in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.

Data Privacy: Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, 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 or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) 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.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to Denmark

Tax reporting and payment. To the extent the Company or the Grantee's employer have not reported the Stock Unit Award to the Danish Tax Agency, the Grantee is required to report the Stock Unit Award on his/her tax return relative to each year of vesting. To the extent the Grantee and his/her employer have not agreed to apply section 7 P of the Danish Tax Assessment Act to the Stock Unit Award, or to the extent that provision might otherwise be inapplicable, the value of the stock on each day of vesting constitutes taxable income for the Grantee. The Grantee is required to settle the relevant taxes vis-à-vis the Danish Tax Agency. It is of no concern to the Company or any of its Subsidiaries how the Grantee finances any tax burden in this regard.

Treatment of Stock Unit 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 Unit 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 Unit 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 Grantee is required to report shares held in foreign bank/brokerage accounts in the Grantee's tax return under the section on foreign affairs and income.

Labor Law Acknowledgment. By accepting the Stock Unit Awards, the Grantee understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

Terms and Conditions Applicable to Finland

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Grantee must check their pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) as well as any sale or other capital gains and any dividends or refunds of capital and any other income related to such shares and securities are correctly reported. If the Grantee finds any errors or omissions, the Grantee must make the necessary corrections electronically or by sending specific paper forms and by paying any outstanding taxes to the local tax authorities.

Securities Law Information. The Grantee acknowledges that the grant of the Stock Unit Award through a private placement does not constitute a public offering of securities in Finland. Therefore, the Stock Unit Award is not subject to the supervision of the Finnish Financial Supervisory Authority (*Finanssivalvonta*) and no prospectus will be made available through filing or notification with the Finnish Financial Supervisory Authority (*Finanssivalvonta*) in Finland in relation to the Stock Unit Award. The Grantee further acknowledges that pursuant to the Finnish Securities Markets Act (746/2012, as amended) and the EU Prospectus Regulation 2017/1129 (as amended), there is no obligation to publish a prospectus, if securities are offered, allotted or to be allotted to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer

Terms and Conditions Applicable to France

Tax Information. The Stock Unit Award is not intended to be a French-qualified award. Thus, it is not intended to be eligible to the specific French social and tax regime provided for in Article L. 242-1 II 6° of the French social security code and Article 80 quaterdecies of the French tax code, as amended.

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 on Form No. 3916 which must be filed together with his / her annual tax return. Failure to comply could trigger significant penalties. 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 €50,000 must be reported on a monthly basis 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). If the Grantee uses a German bank to effect a cross-border

payment in excess of € 50,000 in connection with the sale of the Shares acquired under the Plan, the bank will make the report for the Grantee.

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 (at the latest 14 months after the end of such calendar year). A qualified participation is attained if (i) the value of the Shares acquired exceeds €150,000 or (ii) in the unlikely event the Grantee holds shares of common stock exceeding 10% of the Company's total common stock. No reporting is required if the Company is publicly listed, and the ownership remains below 1 %, even if the acquisition costs exceed € 150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Securities Law Information. The grant of the Stock Unit Award under the Plan is exempt or excluded from the requirement to publish a securities prospectus in Germany.

Prohibition of Insider Dealing. The Grantee should be aware of the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as e.g. the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of the Shares acquired under the Plan, if the Grantee has inside information regarding the Company. The Grantee is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extend insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that the Grantee consults with a legal advisor.

Limitation of Liability. The Grantee is responsible for compliance with any laws to be observed by the Grantee in person in conjunction with the participation in the Plan. The Company cannot be held liable if the Grantee violates German law or any other applicable rules to be complied with by the Grantee in conjunction with the participation in the Plan including but not limited to insider dealing restrictions under the Market Abuse Regulation.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Unit 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. The Stock Unit Awards and any Shares issued pursuant to the Stock Unit Awards do not constitute a public offering of securities under Hong Kong law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, the Plan and other incidental communication materials distributed in connection with the Stock Unit Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Sale of Shares. Shares of common stock received at vesting are accepted as a personal investment. In the event the restricted period on the Grantee's Stock Unit Awards expires within six months of the Grant Date and Shares of common stock are issued to the Grantee, the Grantee agrees that they will not offer to the public or otherwise dispose of the Shares of common stock prior to the six-month anniversary of the Grant Date.

Notifications Applicable to Hungary

Reporting Requirement. The Grantee acknowledges that the Plan has to be reported on behalf of the Company to the Hungarian National Bank in its capacity as controlling authority of the stock market in Hungary within 15 days of the completion of the distribution procedure of the Shares.

Securities Law Information. Based on this Agreement the grant of the Stock Unit Award is not intended to be a public offering of securities but rather intended to be a private placement, however, in case of any public offering event to which EU Prospectus Regulation 2017/1129 is applicable, there is a special exemption for employee-share schemes from the obligation to publish a prospectus.

Notifications Applicable to India

Exchange Control Notification. The Grantee understands that they must repatriate any proceeds from the sale of shares of common stock under the Plan and any dividends or any dividend equivalents received in relation to the shares of common stock to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. The Grantee must obtain a foreign inward remittance certificate (“FIRC”) from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Grantee’s employer requests proof of repatriation.

Foreign Asset/Account Reporting Notification. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including shares of common stock held outside of India) in their annual income tax return. It is the Grantee’s responsibility to comply with this reporting obligation and the Grantee should consult their personal legal advisor to determine whether the obligation applies to their personal situation.

Recoupment Policy. Notwithstanding anything to the contrary in the Plan or this Stock Unit Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by the Grantee, then all Restricted Stock Units held by the Grantee, whether vested or unvested, shall be immediately and automatically forfeited, and all the Grantee’s rights to such Restricted Stock Units shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, the Grantee shall transfer back to the Company all shares of common stock acquired with respect to Restricted Stock Units then held by the Grantee at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any Restricted Stock Units that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.

Settlement of Stock Unit Award after termination of employment (“Settlement”). If the Stock Unit Award, or a part of it, is settled with the Grantee after the Grantee’s Continuous Service terminates like in Sections, including but not limited to, 4(a)(i), 4(a)(ii) or 6(a) of this Agreement, such Settlement shall be carried out only if permitted by, and in accordance with, the Indian exchange control laws including but not limited to the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended from time to time. If the Settlement, whether in whole or in part, is not so permitted under the Indian exchange control laws in force at the time, then Committee or the Company shall have sole discretion to decide an alternative manner in which the Stock Unit Award may be settled in favour of the Grantee. It is hereby clarified that the discretion allowed to the Committee and Company can also include forfeiture of the Stock Unit Award, entirely or in part, to the extent that Settlement is not permitted under the applicable Indian exchange control laws in force at the time of Settlement.

Compliance obligations of the Indian employer (“Indian Company”). On any settlement or divestment of shares underlying this Stock Unit Award and/or reinvestment of proceeds from the sale of such shares, Grantee agrees to provide to the Indian Company in due time, true and accurate details regarding all such transactions, including amount of proceeds received, other shares acquired by Grantee (including potentially shares in other entities unrelated to the Company, and all supporting documenting evidencing such transactions (such as bank account statements or share certificates). It is hereby clarified that the Grantee also permits the Indian Company to disclose such information to an Authorized Dealer Bank, Reserve Bank of India or any other regulatory authority, to comply with the Indian Company’s reporting obligations under the Indian exchange control laws or any other laws applicable at that point in time.

Withholding Tax Obligations. Notwithstanding the provisions of the Plan, each Grantee shall pay to the Company or the Indian Company, as the case may be, or make provision satisfactory to the Company or Indian Company for payment of, any taxes required by law of India to be withheld in connection with the Plan, not later than the date of the event creating the tax liability. The Company or Indian Company may, to the extent permitted by law of India, deduct any such tax obligations from any payment of any kind otherwise due to the Grantee, including but not limited to his / her future payrolls or other payments due from the Company or Indian Company.

Data Privacy. The Grantee acknowledges that personal information, including sensitive personal data or information, in relation to them may be shared by the Indian Company with and held by the Company, and passed onto a third party advisor, administrator and/or future purchaser of the Company for the purposes of the operation or administration of the Plan. Further information about how the Company will process personal information of the Indian Optionee is set out in the Company's privacy notice.

Grievance redressal in relation to personal data. Any discrepancies and grievances of the Grantee with respect to processing of personal information, including sensitive personal data or information data may be informed to the designated grievance officer of the Company.

Notifications Applicable to Indonesia

Language Acknowledgment. A translation of the documents relating to this grant into Bahasa Indonesia can be provided to the Grantee upon request to the Company's HR department. By accepting the Stock Unit Awards, the Grantee (i) confirms, having read and understood the documents relating to this grant (i.e., the Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.

Persetujuan dan Pemberitahuan Bahasa. Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda apabila diminta kepada departemen Sumber Daya Manusia (SDM) Perusahaan. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-Syarat, termasuk suplemen ini, dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.

Foreign Asset/Account Reporting Notification. The Grantee has the obligation to report your worldwide assets (including foreign accounts and shares of common stock acquired under the Plan) in your annual individual income tax return.

Exchange Control Notification. In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. Generally, for foreign currency transactions against Rupiah exceeding USD 100,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank.

Data Privacy. When carrying out international transfer of personal data belonging to the Grantee, the Company shall comply with the mandatory reporting requirements to the Indonesian Ministry of Communication and Digital Affairs as set out under the applicable law.

Outward remittances. The Grantee understands that remittance of funds pursuant to the Plan is permitted, unless the funds to be remitted are in Rupiah. The Grantee also understands and acknowledges that any offshore transfer of funds in foreign currency in an amount equivalent to USD100,000 shall require evidence of the underlying documents, as well as disclosure of general information on the residency status of the beneficiary, the relationship between the transferor and the beneficiary and the purpose of the transfer.

Inward remittances: The Grantee understands and acknowledges that disclosure may be required to the bank in Indonesia if the Grantee receives a money transfer from offshore, such as when receiving dividends or proceeds of sale of the shares. Bank may require such disclosure since it has the obligation to report fund transfer activities from and to outside Indonesia to the Centre for the Reporting and Analysis of Financial Transaction (*Pusat Pelaporan dan Analisis Transaksi Keuangan* or PPATK).

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 Chapter 5 Part 5 of the Irish Companies Act 2014, 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

Data Privacy. The Company is based outside of Israel and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares cancelled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgment or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

Authorization. The Grantee authorizes the Company and the Grantee's employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of the Grantee's Private Data or other information and consents to the foregoing. The Grantee further authorizes the Company, the Grantee's employer and any Plan administration service provider to discuss the Grantee's participation in the Plan and the Grantee's Personal Data to record such data or information and to keep such data or information in any Grantee's employee or personal file.

Tax Notification. The Grantee's Stock Unit Award Restricted Stock Units are not intended to be tax-qualified under Section 102 of the Income Tax Ordinance and will be subject to tax pursuant to the non-trustee route under Section 102(c)(2). The Grantee will be subject to tax at the time of sale and the Grantee's sale proceeds less any cost of acquisition will be classified as ordinary income, even if such sale occurs following termination of employment. Dividend equivalents will also be classified as ordinary income upon payment. In case of termination of engagement, the Grantee may be required to provide a guarantee for the payment of tax upon sale of the shares, at the discretion of the Company. Any and all taxes due in relation to the Restricted Stock Units and Shares, including any dividend equivalent, shall be borne solely by the Grantee. The Company and/or any subsidiary shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Grantee hereby agrees to indemnify the Company and/or the Grantee's employer and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee. The Company and/or the Grantee's employer, to the extent permitted by law, shall have the right to deduct from any payment otherwise due to the Grantee or from proceeds of the sale of the Shares, an amount equal to any tax required by law with respect to the Restricted Stock Units and Shares including any dividend equivalent. The Grantee will pay to the Company, or the Grantee's employer any amount of taxes that they may be required to withhold with respect to the Restricted Stock Unit Shares that cannot be satisfied by the means previously described.

Language. The Grantee has had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the Agreement, including without limitation this Addendum, and the advice of counsel prior to executing this Agreement. The Grantee acknowledges that it is familiar with the English language and does not require translation to any other language.

המשתתף מצהיר בזאת, כי השפה האנגלית מוכרת לו ואינו זוקק לתרגם לשפה אחרת.

Terms and Conditions Applicable to Italy

Plan Administration and Tax Withholding. Notwithstanding any provision to the contrary in this Agreement (including, without limitation, Section 9), the Company and the Grantee acknowledge that the Grantee's Italian employer has a mandatory and non-waivable obligation to act as a tax withholding agent (*sostituto d'imposta*) under Italian law. Accordingly, the Italian employer will be responsible for calculating, withholding, and remitting to the relevant authorities all applicable income taxes (IRPEF) and social security contributions due on the value of the Restricted Stock Units at the time of vesting. The Grantee authorizes the Italian employer to withhold such amounts from the Grantee's regular salary or other compensation.

Taxation of Restricted Stock Units. The Grantee understands that the taxation of the Restricted Stock Units under Italian law occurs in two stages:

- (a) at Vesting: The fair market value of the Shares on the vesting date is considered employment income and is subject to IRPEF and social security contributions. These amounts will be withheld by the Italian employer as described above; and
- (b) at Subsequent Sale of the Shares: Any gain realized upon the subsequent sale of the Shares, calculated as the difference between the sale price and the fair market value on the vesting date, is considered a capital gain and is subject to capital gains tax. The Grantee is personally responsible for reporting this gain on their annual tax return and paying the relevant tax.

Data Privacy Notice. This provision supplements the general data privacy clauses of the Agreement.

The Grantee understands that the Company and its Subsidiaries may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Subsidiary, details of all Awards granted, canceled, vested, unvested or outstanding in your favor ("Data").

The Company will process said Data for the purposes of managing and administering the Plan, fulfilling its obligations under this Agreement, and complying with applicable laws and regulations. The legal basis for this processing is the necessity to perform the contract between the Company and the Grantee (i.e., this Agreement) and the Company's need to comply with its legal obligations under tax, social security, and corporate laws.

The Grantee understands that providing the Company with Data is necessary for participation in the Plan and that the Grantee's denial to provide Data would make it impossible for the Company to perform its contractual obligations and will affect the Grantee's ability to participate in the Plan.

The Grantee understands that Data may be transferred to third-party service providers and other recipients as necessary for the administration of the Plan, and that such recipients may be located in or outside the EU/EEA, such as in the United States. Any transfer of Data outside the EU/EEA will be carried out in compliance with the safeguards provided by the General Data Protection Regulation (EU) 2016/679 ("GDPR"), for example, through the use of Standard Contractual Clauses approved by the European Commission.

The Company will retain Data for as long as necessary to implement, administer and manage the Grantee's participation in the Plan and to comply with its legal obligations, generally for a period of up to 10 years after the termination of the Plan or the Grantee's participation therein.

The processing of Data shall take place in compliance with the GDPR and Legislative Decree no. 196/2003, as amended and supplemented (the "Privacy Code"). The Grantee understands that, as a data subject, they have the right at any time to exercise their rights under Articles 15 to 22 of the GDPR, including the right to access, rectify, or erase their Data, restrict or object to its processing, and the right to data portability. To exercise these privacy rights, the Grantee should contact their local human resources department.

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (e.g., the Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should consult with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Foreign Asset Tax Information. If the Grantee is an Italian resident and holds investments or financial assets (e.g., Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should contact with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Wealth Tax. The Grantee may be subject to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. The Grantee should consult with his / her personal tax advisor as to whether the aforementioned wealth tax apply to the Grantee in connection with any Restricted Stock Units and/or cash and/or Shares held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any wealth tax in connection with the Restricted Stock Units granted pursuant to this Agreement.

Notifications Applicable to Korea (Republic of)

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. The Grantee should consult with their personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether the Grantee is required to file a report with respect to such accounts.

Tax Liability. In accordance with the Korean Personal Income Tax Law, the Grantee who is a Korean resident is required to report and pay personal income tax on the fair market value of the Restricted Stock Units at the time of vesting. Personal income tax should also be reported and paid on any dividends received from vested Restricted Stock Units.

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.

Notifications Applicable to Malaysia

Monthly Tax Deductions. The shares of common stock received by the Grantee when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If the Grantee elects to satisfy any income tax payable arising from the Restricted Stock Units by himself / herself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, the Grantee is required to inform the Company in writing of his/her choice or of any such arrangement with the local taxing authority at the time of the vesting date.

For the purpose of computing the amount of income tax payable by the Grantee, taking into account the shares of common stock granted to the Grantee under the Plan, in respect of the monthly tax deductions, the Grantee is responsible for informing the Company if he / she is subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if the Grantee is no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of common stock received by the Grantee

under the Plan in relation to income tax and the relevant monthly tax deductions shall be satisfied by the Grantee. The Grantee is encouraged to seek professional tax advice regarding his / her individual circumstances.

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 Unit 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 Unit Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Unit 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.

Tax Liability. In accordance with the Mexican Income Tax Law, any income obtained by Mexican resident individuals from a grant by their employer, or any related party to the employer, of shares issued by the employer, or any related party to the employer, at no cost, or at a discount (with respect to their market value at the vesting date), is considered salary income. The taxable income is determined based on the market value of the shares at the vesting date. Any price or premium paid by the employee shall be deducted. The net income will be subject to the ordinary progressive income tax rate (i.e. 1.92-35%).

Tax Withholding. In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the Restricted Stock Units. Thus, the Mexican employer will be obligated to withhold income tax from the

employee with respect to any taxable income derived from the grant of Restricted Stock Units. Therefore, as a condition precedent to the issuance or delivery of any Restricted Stock Units pursuant to grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any Restricted Stock Units pursuant to a grant until such withholding is applied by the Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.

Restrictive Covenants. For the purposes of the Award, the Grantee's employment will be considered exclusively with the Company's entity in Mexico (the "Mexico Subsidiary").

The confidential information shall be treated as an industrial secret and, as such, shall be subject to the provisions of Articles 163, 164, 165, 166, 167, 168 and 169 of the Federal Law for the Protection of Industrial Property 2020 ("LFPPI") in effect in Mexico, in conjunction with Articles 402, II-VI and 403 of the LFPPI, as well as Articles 210 and 211 of the Federal Penal Code.

In the event that the Grantee fails to comply with any of the confidentiality obligations within the specified timeframes, the Company or the Mexico Subsidiary shall have the right to seek a contractual penalty, as determined by the appropriate judicial authority. The parties acknowledge that such penalty shall be proportionate to the damages incurred by the Company due to the Grantee's breach of this Agreement.

The Grantee acknowledges that the compensation received during their employment is sufficient to satisfy the non-compete and non-solicitation provisions in Section 7 of the Agreement. The Grantee affirms that this compensation, including any awards, is entirely reasonable. However, unless Mexico's Subsidiary decides otherwise, the Grantee may be offered additional compensation in exchange for compliance with the non-compete and non-solicitation provisions. In such a case, the terms of such additional compensation shall be formalized through a separate agreement.

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.

Data Privacy. The Grantee understands that in the context of this Agreement and the Plan the Company and any Subsidiaries may hold and process certain personal information about the Grantee, i.e. the Grantee's name, signature, home address and telephone number, date of birth, citizen service number (BSN) or other identification number (insofar as allowed under the national laws), salary, nationality, job title, bank account and/or payment details, any shares or directorships held in the Company or any Subsidiaries, details of all Awards, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor. This personal information qualifies as personal data within the meaning of the EU 2016/679 General Data Protection Regulation (the "GDPR") (hereafter: "Personal Data"). The Personal Data shall, upon participation in the Plan, be provided to the Company by the relevant Subsidiary.

The Controller of the processing of these Personal Data under the Plan is Jabil Inc., with registered offices at 10800 Roosevelt Boulevard North, St. Petersburg, Florida 33716, United States of America. The Controller and its representatives in the Netherlands are available by contacting the Company's legal department (entity management).

The Personal Data will be processed for the exclusive purpose of (i) allocating Shares, (ii) implementing, managing and administering the Grantee's participation in the Plan, (iii) communicating with the Grantee in connection with the Plan, (iv) internal administration, (v) complying with the Company's legal obligations, and (vi) for the purposes of the Company's legitimate interests such as to establish, exercise or defend its rights and legal position and to monitor compliance with the Plan (the "Purposes"), in accordance with the applicable data privacy laws including the GDPR and the Dutch GDPR Implementation Act.

The Company's legal bases for the processing of Grantee's Personal Data for the abovementioned Purposes are: (i) complying with legal obligations that apply to the Company, including obligations under fiscal, tax, labour and securities laws, (ii) performing its contractual obligations as described in the Agreement and/or the Plan (as applicable), and (iii) the legitimate interests pursued by the Company in relation to the management, improvement and protection of the Plan, including internal administration and processing in the context of the establishment, exercise or defense of a legal claim in relation to the Agreement.

The Grantee also understands that providing the Company with the Personal Data included above is necessary for the performance of the Plan and that the Grantee's refusal to provide such Personal Data or otherwise would prevent the (further) collection and transfer of his/her Personal Data by the Controller, could make it impossible for the Company to perform its (contractual or legal) obligations and may affect the Grantee's ability to participate in the Plan. As the Grantee's participation in the Plan is purely voluntary, this would not affect the Grantee's existing employment, career, nor salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

The Grantee understands that the Personal Data will be shared with the stock plan services provider(s) designated by the Company (presently or in the future), or other third parties involved in or furthering the implementation, management and administration of the Plan. Such service providers act only upon the explicit instructions of the Controller and do not process the Personal Data for any other purpose than the Purposes listed above. In addition, the Company has ensured that such service providers have appropriate technical and organizational security measures in place to guarantee an adequate level of protection of the Personal Data. In addition, the Company may also share the Personal Data with external advisors or lawyers, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent supervisory authorities, in so far as this is necessary for the Purposes. The Grantee may at any time request a list of the recipients of the personal Data by contacting his/her local human resources representative.

The Grantee understands that the recipients of the Personal Data may be located in the United States or other countries outside the European Economic Area (the "EEA") and that the recipients' country may therefore not have or may have different data privacy laws and protection than the Grantee's country. The (international) transfer of Personal Data between the Company and third parties outside the EEA shall be based on adequate transfer mechanisms such as the EU Model Clauses in combination with a data transfer impact assessment or any other mechanism in accordance with article 44 et seq. GDPR, and in line with the recommendations of the European Data Protection Board. For more information on the transfer mechanisms used, and/or to obtain a redacted copy of such appropriate safeguards, the Grantee may contact his/her local human resources representative. In the absence of appropriate safeguards, Grantee's Personal Data will not be transferred to a third party located outside the EEA, unless a specific derogation applies in the sense of article 49 of the GDPR.

The Controller will take steps to ensure Personal Data is accurate and up to date. From time to time the Grantee will be required to review and update his/her Personal Data. Personal Data will only be held for as long as it is necessary for the Purposes listed above. The Personal Data shall be retained for 7 years after participation in the Plan has been terminated, unless longer retention of Personal Data is required, for example based on a legal obligation or in order to establish, defend or exercise a legal position.

Under the GDPR, the Grantee (as a 'data subject') has certain rights in relation to his/her Personal Data. Therefore, upon written request to the local human resources representative, the Grantee may at any time, without any cost and under certain circumstances in accordance with the GDPR:

- (i) be given access to his/her Personal Data;
- (ii) receive information about the processing of his/her Personal Data;
- (iii) request restriction of (part of) the processing of his/her Personal Data;
- (iv) request rectification or erasure of (part) of his/her Personal Data;
- (v) exercise his/her rights to data portability, within the limits set in the GDPR; and/or
- (vi) lodge a complaint with the competent supervisory (national) authority, in the Netherlands being the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), in case the Grantee considers that there has been an infringement of the Data Protection laws.

The Grantee may also object to the processing of his/her Personal Data within the limits set in the Data Protection laws.

Dividend Equivalents. This provision supplements Section 8 of this Agreement. 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 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. At the time the Dividend Equivalents become taxable, which will generally occur upon settlement or payout, such payments shall be made net of all amounts required to be withheld under applicable law, including, without limitation, federal, state, local and foreign income taxes, Dutch personal income tax (*inkomstenbelasting*), Dutch payroll tax (*loonbelasting*), social security contributions and any similar levies or deductions, subject to Section 9.

Responsibility for Taxes and Withholding. This provision applies in lieu of Section 9 of this Agreement. 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, payroll tax, payment on account, social security or similar levies or deductions required by applicable law 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.

The Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

This election is subject to the prior approval of the Grantee's employing entity or, as applicable, the Dutch wage tax withholding agent (*inhoudingsplichtige*). If, as a result of the Grantee's election, the Company advances any amounts in respect of the Tax-Related Items, the amount advanced shall constitute a recoverable receivable (loan) from the Company to the Grantee from the date of the advance until repayment. Unless interest accrues on such receivable at an arm's-length market rate for the period outstanding, the Grantee may realize a taxable benefit for Dutch payroll tax and social security purposes. The Grantee shall be solely responsible for any resulting Dutch payroll taxes, social security contributions, or similar levies or deductions required by applicable law.

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.

Notification Applicable to Philippines

Securities Law Requirement. The grant of the Restricted Stock Units ("RSUs") to the Employees and Non-Employee Directors of the Philippine Subsidiary/Subsidiaries of the Company and the implementation of the Plan in the Philippines is subject to first obtaining from the Philippine Securities and Exchange Commission of an exemption from the requirement of securities registration under the Philippine Securities Regulations Code, and to such exemption remaining valid during the Plan implementation.

Data Protection. The Company and its Philippine Subsidiaries/Subsidiary shall comply with the Philippine Data Privacy Act and its implementing rules and regulations (the "DPA") and other applicable data privacy or data protection laws when processing personal information arising from or processed pursuant to the Plan including obtaining, where applicable, the consent of the participant to the processing of his or her personal information, advising the participant of his/her rights under the data privacy/protections laws, complying with the data sharing and data transfer requirements, if applicable, and instituting and implementing organizational, physical and technical security measures to protect the personal information.

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. In this connection, the Grantee hereby consents to the collection, use, storage, outsourcing, sharing/transfer, and any other processing of his/her personal data by the Company, the Philippine Subsidiary/Subsidiaries, the other entities mentioned in the Plan and in the Agreement, for the purposes set out herein and to comply with relevant laws. In giving this consent, the Grantee hereby acknowledges that he/she has been given the information required under the DPA. The above provisions are in addition to the data privacy provisions under the Plan and in the Agreement.

Discretionary Benefit. The Plan is a discretionary benefit operated by the Company which is not an employer of the Grantees, and no Grantee participates as of right in the Plan. In addition to the provisions in the Plan and in the Agreement on similar matters, the grant of Award under the Plan and in the Agreement is non-precedent setting and does not imply a right to participate or to be considered for participation in a later grant. Rights granted under the Plan are not part of, and are separate from any rights granted under, the employment contract, and are not part of the Grantees' employment benefits.

Tax Consequences. No Philippine taxes are due upon the grant or vesting of the RSUs or upon the accrual of any dividend equivalents. Upon settlement of the RSUs in shares, participants will generally be subject to Philippine income tax at the applicable schedular rates (up to 35%) on the fair market value of the shares received, including any dividend equivalents paid in cash. Participants who qualify as mixed-income earners (i.e., those engaged in trade or business while also earning compensation income) may elect to be taxed at the flat 8% rate, provided their gross annual sales or receipts and non-operating income do not exceed PhP3,000,000, and only to the extent the RSU income is not classified as compensation.

If the local employer or affiliate bears or records any portion of the cost of the RSUs or is involved in the administration of the Plan, the value of such shares and dividend equivalents will be treated as compensation income for employees upon settlement. In such case, the local employer or affiliate will be required to withhold and remit the applicable withholding tax on compensation. For non-employee directors, the local employer or affiliate must withhold and remit expanded withholding tax (EWT) at the rate of 5%, if the payee's gross sales for the year do not exceed PhP3,000,000, or at 10% in all other cases.

Participants remain responsible for the filing and payment of any additional taxes due in respect of other income or any shortfall between their total tax payable and the amount withheld by the local employer or affiliate.

Any gain realized by the participant upon the subsequent sale of shares acquired under the Plan will generally be subject to a final capital gains tax of 15% on the net gain. Sales or transfers of shares listed and traded through a local or foreign stock exchange are exempt from documentary stamp tax. Private or off-exchange transfers of shares may be subject to documentary stamp tax at the rate of PhP1.50 for every PhP200 of par value (approximately 0.75%), and gratuitous or below-value transfers of shares may be subject to donor's tax at 6% on the excess of the fair market value over the consideration received, net of the PhP250,000 annual exemption.

Tax Compliance and Participant Responsibility. The participant acknowledges that the local employer or affiliate, where required by applicable law, may withhold or collect any taxes due in connection with the settlement of the RSUs or the payment of dividend equivalents. The Company, its subsidiaries, and affiliates may take such action as they consider appropriate to comply with applicable tax withholding or reporting obligations, including through the sale or retention of shares or the deduction of amounts otherwise payable to the participant.

Participants remain personally responsible for any taxes or other obligations that may arise in connection with their participation in the Plan, including any tax due upon settlement of the RSUs, payment of dividend equivalents, or sale or transfer of shares acquired under the Plan. The Company, its subsidiaries, and affiliates make no representation or undertaking regarding the tax treatment of participation in the Plan and are not providing tax, legal, or financial advice. Participants are strongly encouraged to seek independent professional advice regarding the local tax consequences of participation in the Plan and any subsequent disposal of shares.

Additional Requirements. The Company and the Committee 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 pursuant to the Agreement, to the extent the Company, its Philippine Subsidiary/Subsidiaries or the Committee 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.

Acknowledgment. In accepting the Award, the Grantee acknowledges that he or she has received, or has access to, a copy of the Plan and has reviewed the Plan in its entirety and fully understands and accepts all provisions of the Plan

Notifications Applicable to Poland

Exchange Control Notification. If the Grantee transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds may need to be transferred via a Polish bank account. The Grantee is required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.

Foreign Asset/Account Reporting Notification. Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. The Grantee should consult with their personal legal advisor to determine their personal reporting obligations.

Notifications Applicable to Singapore

Restriction on Sale and Transferability. The Grantee acknowledges that the Plan, this Stock Unit Award and the terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this Stock Unit Award, the terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award may not be circulated or distributed, nor may the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision

(4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 (“SFA”), save for section 280 of the SFA. The Grantee further acknowledge that any transfer and/or disposal of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award by you (as may be allowed under the Plan, this Stock Unit Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant Stock Unit Award and/or shares of common stock underlying the Stock Unit Award.

Notification under Section 309B(1) of the SFA. The Stock Unit Award and Common Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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.

Data Protection. The Grantee acknowledges that:

- (a) personal data of the Grantee as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or this Agreement, and/or which is otherwise collected from the Grantee (or their authorised representatives) will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, facilitating the Grantee’s participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to the Grantee from time to time;
- (b) by participating in the Plan, the Grantee also consents to the collection, use and disclosure of his/her personal data for all such purposes, including disclosure of personal data of the Grantee held by the Company to any of its subsidiaries and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Grantee also warrants that where he discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or this Agreement, he has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Grantee shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Grantee’s breach of this warranty.

- (d) To the extent that the Grantee withdraws consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.

Terms and Conditions Applicable to Spain

Labor Law Acknowledgment. By accepting this Stock Unit Award, the Grantee acknowledges that they understand and agree that they consent to participate in the Plan and that they have received a copy of the Plan. The Grantee understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. Further, the Grantee understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary Stock Unit Award since the future value of the Stock Unit Awards and shares of common stock is unknown and unpredictable. In addition, the Grantee understands that the Stock Unit Award would not be made to them but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any Stock Unit Award shall be null and void.

The Grantee also understands and agrees that, as a condition of the grant of the Stock Unit Award, the termination of the Grantee's employment for any reason (including the reasons listed below), the Stock Unit Award will cease vesting immediately effective on the date the Grantee is no longer providing services to the Grantee's employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, the Grantee understands and agrees that the Stock Unit Award will be forfeited without entitlement to the underlying shares of common stock or to any amount as indemnification in the event of a termination of the Grantee's employment as described in the Terms prior to expiration of the restricted period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Grantee's employer and under Article 10.3 of the Royal Decree 1382/1985.

Foreign Investment Reporting Notifications. The Grantee acknowledges that foreign investments held by him/her, including shares of common stock acquired under the Plan and any other foreign investments of the Grantee, must be reported electronically by the latter to the Statistics Department of the Bank of Spain if the total amount of such foreign investments reaches or exceeds €1,000,000 with the following frequency: (i) on an annual basis, for foreign investments that do not reach €100,000,000, (ii) on a quarterly basis, for foreign investments ranging between €100,000,000 and €300,000,000, or (iii) on a monthly basis, for foreign investments of over €300,000,000, and shall be submitted to the Bank of Spain within twenty days after the end of the month, quarter or year, as appropriate. For further information in this regard please check the website of the Bank of Spain at <https://sedelectronica.bde.es/sede/es/tramites/presentacion-residentes-transacciones-exterior-p158.html>.

Foreign Asset/Account Reporting Notification. The Grantee may be subject to a tax reporting obligation if the Grantee holds assets (either as holder or as ultimate beneficial owner) and/or have bank accounts outside of Spain (either as holder, representative, authorize person, beneficiary, person with powers of disposal over or as the ultimate beneficial owner of such accounts). If the value of the assets, including shares of common stock, dividends, dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, the Grantee will be required to report the assets and/or bank accounts on their annual tax return for such year (or at any time during the year in which the Grantee disposes of such right or asset). After the assets and/or bank accounts are initially reported, the Grantee will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year. The Grantee should consult with their personal tax and legal advisors to ensure compliance with their personal reporting obligations.

Securities Law Information. The Plan and the terms have not been nor will they be registered with the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores), and do not constitute a public offering prospectus for the

purposes of the Prospectus Regulation. Therefore, the Restricted Stock Units, or the Shares underlying the Restricted Stock Units, will not be offered or distributed in Spain, except in circumstances where (i) they are not considered a public offering (*oferta pública*) under Spanish law, (ii) they do not require the publication of a prospectus, or (iii) they are made pursuant to an applicable registration exemption, all in accordance with the Prospectus Regulation and Spanish law.

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. In Switzerland, the grant of Restricted Share Units is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the Award granted pursuant to the Agreement. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

Tax Reporting Information. (i) At grant. The Grantee will receive an addendum to their annual salary statement, reporting the details of their Stock Unit Awards granted to them. The Grantee is required to file such addendum with their tax return. Furthermore, the Grantee is required to declare all Stock Unit Awards granted to them under the Plan which should not be subject to the net wealth tax, but must be reflected "pro memoria" in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return. (ii) At vesting. The Grantee will receive an addendum to the annual salary statement, reporting the taxable income realized upon vesting of the Stock Unit Awards granted to them. The Grantee is required to declare such income in and to file the addendum with their tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return.

Data Privacy – Transfer of personal data to the United States. The Grantee acknowledges and agrees that their personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to the Grantee's personal data with or without the Grantee's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

Employment Law Information. The Restricted Units Award is made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

Termination of Employment. For purposes of the Stock Unit Award, the date of the Grantee's termination of employment shall be (i) the date on which the Grantee's employment is terminated, or, (ii) in case of termination for cause within the meaning of Art. 337 of the Swiss Code of Obligation, the date on which the Grantee receives notice of termination. For the purpose of section 6, a Grantee residing and working in Switzerland will qualify as a "Non-EU/UK Executive".

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.

Exchange Control Notification. The Grantee may acquire and remit foreign currency (including proceeds from the sale of shares of common stock or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$10,000,000 per year without justification. Remittance of funds related to the sale of shares of common stock should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to the United Arab Emirates

IMPORTANT NOTICE: The Agreement, the Plan and all other materials pertaining to the Plan (together, the "Plan Materials") have not been reviewed or approved, nor are they subject to any form of regulation, by any regulatory authority in the United Arab Emirates (the "UAE") including the Securities and Commodities Authority, the Central Bank, the Dubai Financial Services Authority or the Financial Services Regulatory Authority (each a 'Regulatory Authority', together the "Regulatory Authorities"). The Regulatory Authorities have no responsibility for reviewing or verifying the Plan Materials. Accordingly, the Regulatory Authorities have not approved the Plan Materials nor taken any steps to verify the information set out in the Plan Materials, and have no responsibility for them.

The Grantee acknowledges that any communications by the Company in respect of the Plan have been made following an expression of interest by the Grantee as to the Grantee's potential eligible to participate in the Plan. The Company has not otherwise taken steps to promote, recommend or advise the Grantee in respect of the Plan at any time including prior to the Grantee's expression of interest.

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 Plan Materials, the Grantee should obtain independent professional advice. The Stock Awards and any Shares issued pursuant to the Stock Awards do not constitute a public offering of securities under UAE law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, Plan Materials and other incidental communication materials distributed in connection with the Stock Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in the UAE and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Data Privacy. The Company is based outside of the UAE and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement,

administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of the UAE. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of the UAE. The UAE has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of the UAE and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of the UAE than what is otherwise provided under the UAE law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgement or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in the UAE. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

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.

At the election of the Company, the Grantee shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.

In the event the Grantee has failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, the Grantee shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within sixty (60) days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which the Grantee shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

Restrictive covenants. Section 7 of the Agreement shall be governed by the laws of England and Wales. The restricted periods in Section 7 of the Agreement shall be reduced by any period the Grantee spends on garden leave.

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(TBRSP)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of October __, 2025 (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 Compensation Committee of the Board (the "Committee") 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 Committee. The Committee 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, including through deemed acceptance, the Stock Unit Award, as provided in this Agreement, 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, including 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 in effect on the Grant Date, including the Executive Compensation Recoupment (Clawback) Policy, or as adopted following the Grant Date to comply with applicable law, 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**. Except as may be otherwise provided in Section 3, Section 6 or Section 7 of this Agreement, the extent to which the Grantee's rights and interest in the Restricted Stock Units shall become vested 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 the Grant Date, an additional thirty percent (30%) of the initial Restricted Stock Units on the second anniversary of the Grant Date, and an additional forty percent (40%) of the initial Restricted Stock Units on the third anniversary of the Grant Date, provided that

the Grantee's Continuous Service does not terminate prior to the applicable vesting date. 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 or her 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 or vesting event 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 one-year period following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date or vesting event 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); provided, however, that if the Grantee would satisfy the age and service requirements for Retirement prior to the vesting of the Restricted Stock Units, then the 409A RSUs shall be settled at the time specified in Section 2 to the extent required to comply with Code Section 409A; 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 one-year period 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); provided, however, that if the Grantee would satisfy the age and service requirements for Retirement prior to the vesting of the Restricted Stock Units, then the 409A RSUs shall be settled at the time specified in Section 2 to the extent required to comply with Code Section 409A.

(b) Manner of Settlement. The Company may make delivery of Shares 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 the Shares was different 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 Committee. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. **Forfeiture and Clawback; Termination due to Retirement, Death or Disability.** Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his or her rights and interest in the Restricted Stock Units and related dividend equivalents if his or her 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, determined as of the vesting date or vesting event, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares issued, determined as of the vesting date or vesting event, 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/UK Grantee" is a Grantee who resides and/or works in a European Union jurisdiction or the United Kingdom, and a "Non-EU/UK Grantee" is a Grantee who resides and/or works either in the United States ("U.S.") or outside of the European Union or the United Kingdom.

For purposes of this Section 6(a), "Retirement" for an EU/UK Grantee means termination of the EU/UK Grantee's Continuous Service on or after the date on which the EU/UK Grantee has completed twenty (20) Full Years of Continuous Service.

For purposes of this Section 6(a), "Retirement" for a Non-EU/UK Grantee means termination of the Non-EU/UK Grantee's Continuous Service after the sum of the Grantee's age and Continuous Full Years of Service equals or exceeds sixty-five (65), with a minimum age of fifty (50) and a minimum of 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 count toward the number of Full Years of the Grantee's Continuous Service for purposes of this Section 6(a). For purposes of this Section 6(a), a Grantee's Full Years of Continuous Service shall not include (i) any period while the Grantee is on an unpaid leave of absence or (ii) any period while the Grantee performs services for the Company or a Subsidiary as a "contingent worker," in each case, as determined based on the Company payroll records.

If this Section 6(a) applies to an EU/UK Grantee's Retirement, then, based on the EU/UK Grantee's Full Years of Continuous Service as of the effective date of the Retirement, the EU/UK Grantee's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement:

| Full Years of Continuous Service | Additional Years of Equity Vesting |
|---|---|
| 20 years | 2 years |
| 25 years | 3 years |
| 30 or more years | Full vesting period |

If this Section 6(a) applies to a Non-EU/UK Grantee's Retirement, then, based on the Non-EU/UK Grantee's Full Years of Continuous Service as of the effective date of the Retirement, the Non-EU/UK Grantee's Continuous Service shall be treated as not having terminated for the number of years beginning on the effective date of the Retirement:

| Sum of Age + Full Years of Continuous Service (minimum age 50 and minimum five Years of continuous Service) | Additional Years of Equity Vesting |
|--|---|
| Below 65 | None |
| 65 – 69 | 1 year |
| 70 – 74 | 2 years |
| 75+ | Full vesting period |

Accordingly, upon 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 Grantee remained in Continuous Service for the additional period specified in the applicable 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 Grantee's Continuous Service as set forth in the applicable table above will be forfeited upon Retirement. Accordingly, the death of the Grantee 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. For the avoidance of doubt, if the Grantee is a national of the Peoples' Republic of China, then the rules under the PRC State Administration of Foreign Exchange shall govern and shall supersede the provisions set forth in this Section 6(a).

(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 Committee, 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 Committee, setting forth reincorporated, 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 subject to Section 6(a) or 6(c), and the Shares 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 Committee 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 (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.

If the Grantee resides and/or primarily works in the State of California, then the foregoing restrictions in (i) and (ii) above shall not apply after the end of the Grantee's employment. Further, if the Grantee's employment is based in the Commonwealth of Massachusetts, then (1) the restriction in (i) above shall not take effect until ten (10) business days after Grantee signs this Agreement, and (2) the restriction in (i) above shall not apply if Grantee's employment is terminated by the Company other than for Cause (as defined in Grantee's employment agreement, or, in the absence of such definition, as defined in Section 3 hereof).

(b) Unless compelled by subpoena or as otherwise permitted under this Section 7, 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.

Notwithstanding the foregoing, nothing herein shall be construed to prevent Grantee from engaging in concerted activity regarding working conditions, as protected by the National Labor Relations Act.

(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.

(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. Further, the parties acknowledge that, as provided by the Federal

Defend Trade Secrets Act, Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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 any 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 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 any 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.

Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; 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 provide 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 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 Restricted Stock Units, 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. 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 Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

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

13. 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 Committee 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.

14. 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 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, is 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 (INCLUDING DEEMED ACCEPTANCE), 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 COMMITTEE. 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 COMMITTEE. 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.

15. Additional Acknowledgements. By accepting this Agreement electronically (including deemed acceptance), 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 Committee upon any questions relating to the Plan and this Agreement.

16. 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).

17. Deemed Acceptance. The Grantee is required to accept the terms and conditions set forth in this Agreement prior to the first vesting date in order for the Grantee to receive the Award. If the Grantee wishes to decline this Award, the Grantee must reject this Agreement prior to the first vesting date by selecting the "Reject" box on the website of the administrative agent. If the Grantee has not accepted or rejected this Agreement prior to the date which is thirty (30) days prior to the first vesting date, the Grantee will be deemed to have automatically accepted this Award and all the terms and conditions set forth in this Agreement. Deemed acceptance will allow the Shares to be released to the Grantee in a timely manner and once released, the Grantee waives any right to assert that Grantee has not accepted the terms hereof.

Acceptance by the Grantee

By selecting the "I accept" box on the website of the Company's administrative agent or by the application of the deemed acceptance, 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 Unit Award for all Grantees that reside and/or work outside of the United States.

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 2025**. 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 Committee 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 Committee 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 Non-U.S. 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 Unit 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 Unit Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Unit 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 Unit 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 Committee 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 Committee 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 Unit Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Unit 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 Committee, 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 Unit 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 Unit 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 Unit Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Unit Awards or benefits in lieu of the Stock Unit Award even if Stock Unit 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 Unit 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 Committee and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Committee 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 or the CH-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission (including the UK or Swiss Addendum, as applicable).

(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.

(e) 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.

Terms and Conditions Applicable to Australia

The following terms and conditions apply to all Participants who are resident in, a citizen of, or otherwise subject to tax in Australia in respect of Restricted Stock Units granted to them ("Australian Participants"). In the event of any conflict between the Plan and this agreement (including these terms and conditions), these terms and conditions shall prevail for Participants who are Australian Participants.

Securities Law Information

The offer of the Restricted Stock Units is made under Division 1A (Employee Share Schemes) of Part 7.12 of the Corporations Act (Cth) (**Corporations Act**).

Nature of Plan and Offer

The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act).

Notwithstanding any other provision of the Plan, no Restricted Stock Units may be granted to an Australian Participant:

- (a) if the Australian Participant is not an Employee, Director or Consultant of the Company or any subsidiary of the Company; or
- (b) if the Restricted Stock Units will result in the Australian Participant holding a greater than 10% interest in the Company as determined in accordance with sections 83A-45(6) and (7) of the *Income Tax Assessment Act 1997* (Cth).

References to taxes in clauses 8(a) and 9 of this agreement includes any liability that the Company is required by law to pay as a result of or in connection with the grant of Restricted Stock Units to an Australian Participant or an amount being included in an Australian Participant's assessable income under Division 83A of the *Income Tax Assessment Act 1997* (Cth) in relation to his or her Restricted Stock Units for an income year, including:

- (a) TFN Withholding Tax under section 14-155 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); and
- (b) any superannuation payable in respect of dividend equivalent payments.

Privacy

In addition to clause 14 of this agreement, the Australian Participant understands and acknowledges that:

- (a) the personal information collected, maintained, processed and disclosed may include the Participant's tax file number ("TFN");
- (b) the Australian Participant is not required to provide their TFN and declining to provide their TFN is not an offence, however, there may be financial consequences if the Australian Participant does not provide their TFN;
- (c) where possible, the Company will collect personal information about the Australian Participant directly from the Australian Participant, however on occasion the Company may need to collect personal information about the Australian Participant from its related entities, service providers or other third parties;
- (d) the purposes for which personal information may be collected, maintained, processed and disclosed includes the fulfilment of any legal and regulatory requirements (such as under the *Income Tax Assessment Act 1997* (Cth));
- (e) in order to implement, administer and manage the Australian Participant's participation in the Plan, the Company may disclose personal information about the Australian Participant to the Australian Tax Office;
- (f) if the personal information (other than TFN) the Australian Participant provides to the Company is incomplete or inaccurate, the Company may not be able to implement, administer or manage the Australian Participant's participation in the Plan;
- (g) more information about the way the Company collects, maintains, processes and discloses the Australian Participant's personal information, how the Australian Participant can access and correct that personal information, and how the Australian Participant can make a complaint about a breach of the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (**Privacy Act**), can be accessed by contacting the Australian Participant's local human resources representative.

In the context of the Australian Participant, 'personal information' has the meaning given in the Privacy Act.

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 Unit 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 Committee 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-Verpflichtungen*.”

If the Grantee holds shares of common stock acquired under the Plan outside of Austria, the Grantee must submit a report to the Austrian National Bank. An exemption applies if the value of the shares of common stock as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.

Terms and Conditions Applicable to Canada

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

Securities Law Information. The Grantee acknowledges and agrees that: (i) it has not been induced to acquire the Stock Unit Award or any Shares through the Plan and otherwise participate in the Plan by expectation of employment as an Employee or appointment as a Non-Employee Director or continued employment as an Employee or appointment as a Non-Employee Director; and (ii) it 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) and is otherwise in compliance with applicable securities laws, including applicable resale restrictions.

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 Unit 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 Unit 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 will 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 Unit Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Data Privacy: 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 the Restricted Stock Units 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 Grantee's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Grantee hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.

Data Privacy: 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).

Data Privacy: International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company is based, and may be further transferred by the Company to the U.S., where its service providers are based.

Data Privacy: 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 ten (10) years after the Grantee participates in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.

Data Privacy: Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, 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 or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) 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.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to Denmark

Tax reporting and payment. To the extent the Company or the Grantee's employer have not reported the Stock Unit Award to the Danish Tax Agency, the Grantee is required to report the Stock Unit Award on his/her tax return relative to each year of vesting. To the extent the Grantee and his/her employer have not agreed to apply section 7 P of the Danish Tax Assessment Act to the Stock Unit Award, or to the extent that provision might otherwise be inapplicable, the value of the stock on each day of vesting constitutes taxable income for the Grantee. The Grantee is required to settle the relevant taxes vis-à-vis the Danish Tax Agency. It is of no concern to the Company or any of its Subsidiaries how the Grantee finances any tax burden in this regard.

Treatment of Stock Unit 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 Unit 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 Unit 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 Grantee is required to report shares held in foreign bank/brokerage accounts in the Grantee's tax return under the section on foreign affairs and income.

Labor Law Acknowledgment. By accepting the Stock Unit Awards, the Grantee understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

Terms and Conditions Applicable to Finland

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Grantee must check their pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) as well as any sale or other capital gains and any dividends or refunds of capital and any other income related to such shares and securities are correctly reported. If the Grantee finds any errors or omissions, the Grantee must make the necessary corrections electronically or by sending specific paper forms and by paying any outstanding taxes to the local tax authorities.

Securities Law Information. The Grantee acknowledges that the grant of the Stock Unit Award through a private placement does not constitute a public offering of securities in Finland. Therefore, the Stock Unit Award is not subject to the supervision of the Finnish Financial Supervisory Authority (*Finanssivalvonta*) and no prospectus will be made available through filing or notification with the Finnish Financial Supervisory Authority (*Finanssivalvonta*) in Finland in relation to the Stock Unit Award. The Grantee further acknowledges that pursuant to the Finnish Securities Markets Act (746/2012, as amended) and the EU Prospectus Regulation 2017/1129 (as amended), there is no obligation to publish a prospectus, if securities are offered, allotted or to be allotted to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer

Terms and Conditions Applicable to France

Tax Information. The Stock Unit Award is not intended to be a French-qualified award. Thus, it is not intended to be eligible to the specific French social and tax regime provided for in Article L. 242-1 II 6° of the French social security code and Article 80 quaterdecies of the French tax code, as amended.

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 on Form No. 3916 which must be filed together with his / her annual tax return. Failure to comply could trigger significant penalties. 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 €50,000 must be reported on a monthly basis 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). If the Grantee uses a German bank to effect a cross-border

payment in excess of € 50,000 in connection with the sale of the Shares acquired under the Plan, the bank will make the report for the Grantee.

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 (at the latest 14 months after the end of such calendar year). A qualified participation is attained if (i) the value of the Shares acquired exceeds €150,000 or (ii) in the unlikely event the Grantee holds shares of common stock exceeding 10% of the Company's total common stock. No reporting is required if the Company is publicly listed, and the ownership remains below 1 %, even if the acquisition costs exceed € 150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Securities Law Information. The grant of the Stock Unit Award under the Plan is exempt or excluded from the requirement to publish a securities prospectus in Germany.

Prohibition of Insider Dealing. The Grantee should be aware of the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as e.g. the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of the Shares acquired under the Plan, if the Grantee has inside information regarding the Company. The Grantee is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extend insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that the Grantee consults with a legal advisor.

Limitation of Liability. The Grantee is responsible for compliance with any laws to be observed by the Grantee in person in conjunction with the participation in the Plan. The Company cannot be held liable if the Grantee violates German law or any other applicable rules to be complied with by the Grantee in conjunction with the participation in the Plan including but not limited to insider dealing restrictions under the Market Abuse Regulation.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Unit 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. The Stock Unit Awards and any Shares issued pursuant to the Stock Unit Awards do not constitute a public offering of securities under Hong Kong law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, the Plan and other incidental communication materials distributed in connection with the Stock Unit Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Sale of Shares. Shares of common stock received at vesting are accepted as a personal investment. In the event the restricted period on the Grantee's Stock Unit Awards expires within six months of the Grant Date and Shares of common stock are issued to the Grantee, the Grantee agrees that they will not offer to the public or otherwise dispose of the Shares of common stock prior to the six-month anniversary of the Grant Date.

Notifications Applicable to Hungary

Reporting Requirement. The Grantee acknowledges that the Plan has to be reported on behalf of the Company to the Hungarian National Bank in its capacity as controlling authority of the stock market in Hungary within 15 days of the completion of the distribution procedure of the Shares.

Securities Law Information. Based on this Agreement the grant of the Stock Unit Award is not intended to be a public offering of securities but rather intended to be a private placement, however, in case of any public offering event to which EU Prospectus Regulation 2017/1129 is applicable, there is a special exemption for employee-share schemes from the obligation to publish a prospectus.

Notifications Applicable to India

Exchange Control Notification. The Grantee understands that they must repatriate any proceeds from the sale of shares of common stock under the Plan and any dividends or any dividend equivalents received in relation to the shares of common stock to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. The Grantee must obtain a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Grantee's employer requests proof of repatriation.

Foreign Asset/Account Reporting Notification. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including shares of common stock held outside of India) in their annual income tax return. It is the Grantee's responsibility to comply with this reporting obligation and the Grantee should consult their personal legal advisor to determine whether the obligation applies to their personal situation.

Recoupment Policy. Notwithstanding anything to the contrary in the Plan or this Stock Unit Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by the Grantee, then all Restricted Stock Units held by the Grantee, whether vested or unvested, shall be immediately and automatically forfeited, and all the Grantee's rights to such Restricted Stock Units shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, the Grantee shall transfer back to the Company all shares of common stock acquired with respect to Restricted Stock Units then held by the Grantee at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any Restricted Stock Units that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.

Settlement of Stock Unit Award after termination of employment ("Settlement"). If the Stock Unit Award, or a part of it, is settled with the Grantee after the Grantee's Continuous Service terminates like in Sections, including but not limited to, 4(a)(i), 4(a)(ii) or 6(a) of this Agreement, such Settlement shall be carried out only if permitted by, and in accordance with, the Indian exchange control laws including but not limited to the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended from time to time. If the Settlement, whether in whole or in part, is not so permitted under the Indian exchange control laws in force at the time, then Committee or the Company shall have sole discretion to decide an alternative manner in which the Stock Unit Award may be settled in favour of the Grantee. It is hereby clarified that the discretion allowed to the Committee and Company can also include forfeiture of the Stock Unit Award, entirely or in part, to the extent that Settlement is not permitted under the applicable Indian exchange control laws in force at the time of Settlement.

Compliance obligations of the Indian employer ("Indian Company"). On any settlement or divestment of shares underlying this Stock Unit Award and/or reinvestment of proceeds from the sale of such shares, Grantee agrees to provide to the Indian Company in due time, true and accurate details regarding all such transactions, including amount of proceeds received, other shares acquired by Grantee (including potentially shares in other entities unrelated to the Company, and all supporting documentation evidencing such transactions (such as bank account statements or share certificates). It is hereby clarified that the Grantee also permits the Indian Company to disclose such information to an Authorized Dealer Bank, Reserve Bank of India or any other regulatory authority, to comply with the Indian Company's reporting obligations under the Indian exchange control laws or any other laws applicable at that point in time.

Withholding Tax Obligations. Notwithstanding the provisions of the Plan, each Grantee shall pay to the Company or the Indian Company, as the case may be, or make provision satisfactory to the Company or Indian Company for payment of, any taxes required by law of India to be withheld in connection with the Plan, not later than the date of the event creating the tax liability. The Company or Indian Company may, to the extent permitted by law of India, deduct any such tax obligations from any payment of any kind otherwise due to the Grantee, including but not limited to his / her future payrolls or other payments due from the Company or Indian Company.

Data Privacy. The Grantee acknowledges that personal information, including sensitive personal data or information, in relation to them may be shared by the Indian Company with and held by the Company, and passed onto a third party advisor, administrator and/or future purchaser of the Company for the purposes of the operation or administration of the Plan. Further information about how the Company will process personal information of the Indian Optionee is set out in the Company's privacy notice.

Grievance redressal in relation to personal data. Any discrepancies and grievances of the Grantee with respect to processing of personal information, including sensitive personal data or information data may be informed to the designated grievance officer of the Company.

Notifications Applicable to Indonesia

Language Acknowledgment. A translation of the documents relating to this grant into Bahasa Indonesia can be provided to the Grantee upon request to the Company's HR department. By accepting the Stock Unit Awards, the Grantee (i) confirms, having read and understood the documents relating to this grant (i.e., the Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.

Persetujuan dan Pemberitahuan Bahasa. Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda apabila diminta kepada departemen Sumber Daya Manusia (SDM) Perusahaan. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-Syarat, termasuk suplemen ini, dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.

Foreign Asset/Account Reporting Notification. The Grantee has the obligation to report your worldwide assets (including foreign accounts and shares of common stock acquired under the Plan) in your annual individual income tax return.

Exchange Control Notification. In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. Generally, for foreign currency transactions against Rupiah exceeding USD 100,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank.

Data Privacy. When carrying out international transfer of personal data belonging to the Grantee, the Company shall comply with the mandatory reporting requirements to the Indonesian Ministry of Communication and Digital Affairs as set out under the applicable law.

Outward remittances. The Grantee understands that remittance of funds pursuant to the Plan is permitted, unless the funds to be remitted are in Rupiah. The Grantee also understands and acknowledges that any offshore transfer of funds in foreign currency in an amount equivalent to USD100,000 shall require evidence of the underlying documents, as well as disclosure of general information on the residency status of the beneficiary, the relationship between the transferor and the beneficiary and the purpose of the transfer.

Inward remittances: The Grantee understands and acknowledges that disclosure may be required to the bank in Indonesia if the Grantee receives a money transfer from offshore, such as when receiving dividends or proceeds of sale of the shares. Bank may require such disclosure since it has the obligation to report fund transfer activities from and to outside Indonesia to the Centre for the Reporting and Analysis of Financial Transaction (*Pusat Pelaporan dan Analisis Transaksi Keuangan* or PPATK).

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 Chapter 5 Part 5 of the Irish Companies Act 2014, 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

Data Privacy. The Company is based outside of Israel and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares cancelled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgment or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

Authorization. The Grantee authorizes the Company and the Grantee's employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of the Grantee's Private Data or other information and consents to the foregoing. The Grantee further authorizes the Company, the Grantee's employer and any Plan administration service provider to discuss the Grantee's participation in the Plan and the Grantee's Personal Data to record such data or information and to keep such data or information in any Grantee's employee or personal file.

Tax Notification. The Grantee's Stock Unit Award Restricted Stock Units are not intended to be tax-qualified under Section 102 of the Income Tax Ordinance and will be subject to tax pursuant to the non-trustee route under Section 102(c)(2). The Grantee will be subject to tax at the time of sale and the Grantee's sale proceeds less any cost of acquisition will be classified as ordinary income, even if such sale occurs following termination of employment. Dividend equivalents will also be classified as ordinary income upon payment. In case of termination of engagement, the Grantee may be required to provide a guarantee for the payment of tax upon sale of the shares, at the discretion of the Company. Any and all taxes due in relation to the Restricted Stock Units and Shares, including any dividend equivalent, shall be borne solely by the Grantee. The Company and/or any subsidiary shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Grantee hereby agrees to indemnify the Company and/or the Grantee's employer and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee. The Company and/or the Grantee's employer, to the extent permitted by law, shall have the right to deduct from any payment otherwise due to the Grantee or from proceeds of the sale of the Shares, an amount equal to any tax required by law with respect to the Restricted Stock Units and Shares including any dividend equivalent. The Grantee will pay to the Company, or the Grantee's employer any amount of taxes that they may be required to withhold with respect to the Restricted Stock Unit Shares that cannot be satisfied by the means previously described.

Language. The Grantee has had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the Agreement, including without limitation this Addendum, and the advice of counsel prior to executing this Agreement. The Grantee acknowledges that it is familiar with the English language and does not require translation to any other language.

המשתתף מצהיר בזאת, כי השפה האנגלית מוכרת לו ואינו זוקק לתרגם לשפה אחרת.

Terms and Conditions Applicable to Italy

Plan Administration and Tax Withholding. Notwithstanding any provision to the contrary in this Agreement (including, without limitation, Section 9), the Company and the Grantee acknowledge that the Grantee's Italian employer has a mandatory and non-waivable obligation to act as a tax withholding agent (*sostituto d'imposta*) under Italian law. Accordingly, the Italian employer will be responsible for calculating, withholding, and remitting to the relevant authorities all applicable income taxes (IRPEF) and social security contributions due on the value of the Restricted Stock Units at the time of vesting. The Grantee authorizes the Italian employer to withhold such amounts from the Grantee's regular salary or other compensation.

Taxation of Restricted Stock Units. The Grantee understands that the taxation of the Restricted Stock Units under Italian law occurs in two stages:

- (a) at Vesting: The fair market value of the Shares on the vesting date is considered employment income and is subject to IRPEF and social security contributions. These amounts will be withheld by the Italian employer as described above; and
- (b) at Subsequent Sale of the Shares: Any gain realized upon the subsequent sale of the Shares, calculated as the difference between the sale price and the fair market value on the vesting date, is considered a capital gain and is subject to capital gains tax. The Grantee is personally responsible for reporting this gain on their annual tax return and paying the relevant tax.

Data Privacy Notice. This provision supplements the general data privacy clauses of the Agreement.

The Grantee understands that the Company and its Subsidiaries may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Subsidiary, details of all Awards granted, canceled, vested, unvested or outstanding in your favor ("Data").

The Company will process said Data for the purposes of managing and administering the Plan, fulfilling its obligations under this Agreement, and complying with applicable laws and regulations. The legal basis for this processing is the necessity to perform the contract between the Company and the Grantee (i.e., this Agreement) and the Company's need to comply with its legal obligations under tax, social security, and corporate laws.

The Grantee understands that providing the Company with Data is necessary for participation in the Plan and that the Grantee's denial to provide Data would make it impossible for the Company to perform its contractual obligations and will affect the Grantee's ability to participate in the Plan.

The Grantee understands that Data may be transferred to third-party service providers and other recipients as necessary for the administration of the Plan, and that such recipients may be located in or outside the EU/EEA, such as in the United States. Any transfer of Data outside the EU/EEA will be carried out in compliance with the safeguards provided by the General Data Protection Regulation (EU) 2016/679 ("GDPR"), for example, through the use of Standard Contractual Clauses approved by the European Commission.

The Company will retain Data for as long as necessary to implement, administer and manage the Grantee's participation in the Plan and to comply with its legal obligations, generally for a period of up to 10 years after the termination of the Plan or the Grantee's participation therein.

The processing of Data shall take place in compliance with the GDPR and Legislative Decree no. 196/2003, as amended and supplemented (the "Privacy Code"). The Grantee understands that, as a data subject, they have the right at any time to exercise their rights under Articles 15 to 22 of the GDPR, including the right to access, rectify, or erase their Data, restrict or object to its processing, and the right to data portability. To exercise these privacy rights, the Grantee should contact their local human resources department.

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (e.g., the Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should consult with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Foreign Asset Tax Information. If the Grantee is an Italian resident and holds investments or financial assets (e.g., Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should contact with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Wealth Tax. The Grantee may be subject to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. The Grantee should consult with his / her personal tax advisor as to whether the aforementioned wealth tax apply to the Grantee in connection with any Restricted Stock Units and/or cash and/or Shares held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any wealth tax in connection with the Restricted Stock Units granted pursuant to this Agreement.

Notifications Applicable to Korea (Republic of)

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. The Grantee should consult with their personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether the Grantee is required to file a report with respect to such accounts.

Tax Liability. In accordance with the Korean Personal Income Tax Law, the Grantee who is a Korean resident is required to report and pay personal income tax on the fair market value of the Restricted Stock Units at the time of vesting. Personal income tax should also be reported and paid on any dividends received from vested Restricted Stock Units.

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.

Notifications Applicable to Malaysia

Monthly Tax Deductions. The shares of common stock received by the Grantee when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If the Grantee elects to satisfy any income tax payable arising from the Restricted Stock Units by himself / herself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, the Grantee is required to inform the Company in writing of his/her choice or of any such arrangement with the local taxing authority at the time of the vesting date.

For the purpose of computing the amount of income tax payable by the Grantee, taking into account the shares of common stock granted to the Grantee under the Plan, in respect of the monthly tax deductions, the Grantee is responsible for informing the Company if he / she is subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if the Grantee is no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of common stock received by the Grantee

under the Plan in relation to income tax and the relevant monthly tax deductions shall be satisfied by the Grantee. The Grantee is encouraged to seek professional tax advice regarding his / her individual circumstances.

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 Unit 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 Unit Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Unit 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.

Tax Liability. In accordance with the Mexican Income Tax Law, any income obtained by Mexican resident individuals from a grant by their employer, or any related party to the employer, of shares issued by the employer, or any related party to the employer, at no cost, or at a discount (with respect to their market value at the vesting date), is considered salary income. The taxable income is determined based on the market value of the shares at the vesting date. Any price or premium paid by the employee shall be deducted. The net income will be subject to the ordinary progressive income tax rate (i.e. 1.92-35%).

Tax Withholding. In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the Restricted Stock Units. Thus, the Mexican employer will be obligated to withhold income tax from the

employee with respect to any taxable income derived from the grant of Restricted Stock Units. Therefore, as a condition precedent to the issuance or delivery of any Restricted Stock Units pursuant to grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any Restricted Stock Units pursuant to a grant until such withholding is applied by the Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.

Restrictive Covenants. For the purposes of the Award, the Grantee's employment will be considered exclusively with the Company's entity in Mexico (the "Mexico Subsidiary").

The confidential information shall be treated as an industrial secret and, as such, shall be subject to the provisions of Articles 163, 164, 165, 166, 167, 168 and 169 of the Federal Law for the Protection of Industrial Property 2020 ("LFPPI") in effect in Mexico, in conjunction with Articles 402, II-VI and 403 of the LFPPI, as well as Articles 210 and 211 of the Federal Penal Code.

In the event that the Grantee fails to comply with any of the confidentiality obligations within the specified timeframes, the Company or the Mexico Subsidiary shall have the right to seek a contractual penalty, as determined by the appropriate judicial authority. The parties acknowledge that such penalty shall be proportionate to the damages incurred by the Company due to the Grantee's breach of this Agreement.

The Grantee acknowledges that the compensation received during their employment is sufficient to satisfy the non-compete and non-solicitation provisions in Section 7 of the Agreement. The Grantee affirms that this compensation, including any awards, is entirely reasonable. However, unless Mexico's Subsidiary decides otherwise, the Grantee may be offered additional compensation in exchange for compliance with the non-compete and non-solicitation provisions. In such a case, the terms of such additional compensation shall be formalized through a separate agreement.

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.

Data Privacy. The Grantee understands that in the context of this Agreement and the Plan the Company and any Subsidiaries may hold and process certain personal information about the Grantee, i.e. the Grantee's name, signature, home address and telephone number, date of birth, citizen service number (BSN) or other identification number (insofar as allowed under the national laws), salary, nationality, job title, bank account and/or payment details, any shares or directorships held in the Company or any Subsidiaries, details of all Awards, or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor. This personal information qualifies as personal data within the meaning of the EU 2016/679 General Data Protection Regulation (the "GDPR") (hereafter: "Personal Data"). The Personal Data shall, upon participation in the Plan, be provided to the Company by the relevant Subsidiary.

The Controller of the processing of these Personal Data under the Plan is Jabil Inc., with registered offices at 10800 Roosevelt Boulevard North, St. Petersburg, Florida 33716, United States of America. The Controller and its representatives in the Netherlands are available by contacting the Company's legal department (entity management).

The Personal Data will be processed for the exclusive purpose of (i) allocating Shares, (ii) implementing, managing and administering the Grantee's participation in the Plan, (iii) communicating with the Grantee in connection with the Plan, (iv) internal administration, (v) complying with the Company's legal obligations, and (vi) for the purposes of the Company's legitimate interests such as to establish, exercise or defend its rights and legal position and to monitor compliance with the Plan (the "Purposes"), in accordance with the applicable data privacy laws including the GDPR and the Dutch GDPR Implementation Act.

The Company's legal bases for the processing of Grantee's Personal Data for the abovementioned Purposes are: (i) complying with legal obligations that apply to the Company, including obligations under fiscal, tax, labour and securities laws, (ii) performing its contractual obligations as described in the Agreement and/or the Plan (as applicable), and (iii) the legitimate interests pursued by the Company in relation to the management, improvement and protection of the Plan, including internal administration and processing in the context of the establishment, exercise or defense of a legal claim in relation to the Agreement.

The Grantee also understands that providing the Company with the Personal Data included above is necessary for the performance of the Plan and that the Grantee's refusal to provide such Personal Data or otherwise would prevent the (further) collection and transfer of his/her Personal Data by the Controller, could make it impossible for the Company to perform its (contractual or legal) obligations and may affect the Grantee's ability to participate in the Plan. As the Grantee's participation in the Plan is purely voluntary, this would not affect the Grantee's existing employment, career, nor salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

The Grantee understands that the Personal Data will be shared with the stock plan services provider(s) designated by the Company (presently or in the future), or other third parties involved in or furthering the implementation, management and administration of the Plan. Such service providers act only upon the explicit instructions of the Controller and do not process the Personal Data for any other purpose than the Purposes listed above. In addition, the Company has ensured that such service providers have appropriate technical and organizational security measures in place to guarantee an adequate level of protection of the Personal Data. In addition, the Company may also share the Personal Data with external advisors or lawyers, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent supervisory authorities, in so far as this is necessary for the Purposes. The Grantee may at any time request a list of the recipients of the personal Data by contacting his/her local human resources representative.

The Grantee understands that the recipients of the Personal Data may be located in the United States or other countries outside the European Economic Area (the "EEA") and that the recipients' country may therefore not have or may have different data privacy laws and protection than the Grantee's country. The (international) transfer of Personal Data between the Company and third parties outside the EEA shall be based on adequate transfer mechanisms such as the EU Model Clauses in combination with a data transfer impact assessment or any other mechanism in accordance with article 44 et seq. GDPR, and in line with the recommendations of the European Data Protection Board. For more information on the transfer mechanisms used, and/or to obtain a redacted copy of such appropriate safeguards, the Grantee may contact his/her local human resources representative. In the absence of appropriate safeguards, Grantee's Personal Data will not be transferred to a third party located outside the EEA, unless a specific derogation applies in the sense of article 49 of the GDPR.

The Controller will take steps to ensure Personal Data is accurate and up to date. From time to time the Grantee will be required to review and update his/her Personal Data. Personal Data will only be held for as long as it is necessary for the Purposes listed above. The Personal Data shall be retained for 7 years after participation in the Plan has been terminated, unless longer retention of Personal Data is required, for example based on a legal obligation or in order to establish, defend or exercise a legal position.

Under the GDPR, the Grantee (as a 'data subject') has certain rights in relation to his/her Personal Data. Therefore, upon written request to the local human resources representative, the Grantee may at any time, without any cost and under certain circumstances in accordance with the GDPR:

- (i) be given access to his/her Personal Data;
- (ii) receive information about the processing of his/her Personal Data;
- (iii) request restriction of (part of) the processing of his/her Personal Data;
- (iv) request rectification or erasure of (part) of his/her Personal Data;
- (v) exercise his/her rights to data portability, within the limits set in the GDPR; and/or
- (vi) lodge a complaint with the competent supervisory (national) authority, in the Netherlands being the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), in case the Grantee considers that there has been an infringement of the Data Protection laws.

The Grantee may also object to the processing of his/her Personal Data within the limits set in the Data Protection laws.

Dividend Equivalents. This provision supplements Section 8 of this Agreement. 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 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. At the time the Dividend Equivalents become taxable, which will generally occur upon settlement or payout, such payments shall be made net of all amounts required to be withheld under applicable law, including, without limitation, federal, state, local and foreign income taxes, Dutch personal income tax (*inkomstenbelasting*), Dutch payroll tax (*loonbelasting*), social security contributions and any similar levies or deductions, subject to Section 9.

Responsibility for Taxes and Withholding. This provision applies in lieu of Section 9 of this Agreement. 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, payroll tax, payment on account, social security or similar levies or deductions required by applicable law 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.

The Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

This election is subject to the prior approval of the Grantee's employing entity or, as applicable, the Dutch wage tax withholding agent (*inhoudingsplichtige*). If, as a result of the Grantee's election, the Company advances any amounts in respect of the Tax-Related Items, the amount advanced shall constitute a recoverable receivable (loan) from the Company to the Grantee from the date of the advance until repayment. Unless interest accrues on such receivable at an arm's-length market rate for the period outstanding, the Grantee may realize a taxable benefit for Dutch payroll tax and social security purposes. The Grantee shall be solely responsible for any resulting Dutch payroll taxes, social security contributions, or similar levies or deductions required by applicable law.

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.

Notification Applicable to Philippines

Securities Law Requirement. The grant of the Restricted Stock Units ("RSUs") to the Employees and Non-Employee Directors of the Philippine Subsidiary/Subsidiaries of the Company and the implementation of the Plan in the Philippines is subject to first obtaining from the Philippine Securities and Exchange Commission of an exemption from the requirement of securities registration under the Philippine Securities Regulations Code, and to such exemption remaining valid during the Plan implementation.

Data Protection. The Company and its Philippine Subsidiaries/Subsidiary shall comply with the Philippine Data Privacy Act and its implementing rules and regulations (the "DPA") and other applicable data privacy or data protection laws when processing personal information arising from or processed pursuant to the Plan including obtaining, where applicable, the consent of the participant to the processing of his or her personal information, advising the participant of his/her rights under the data privacy/protections laws, complying with the data sharing and data transfer requirements, if applicable, and instituting and implementing organizational, physical and technical security measures to protect the personal information.

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. In this connection, the Grantee hereby consents to the collection, use, storage, outsourcing, sharing/transfer, and any other processing of his/her personal data by the Company, the Philippine Subsidiary/Subsidiaries, the other entities mentioned in the Plan and in the Agreement, for the purposes set out herein and to comply with relevant laws. In giving this consent, the Grantee hereby acknowledges that he/she has been given the information required under the DPA. The above provisions are in addition to the data privacy provisions under the Plan and in the Agreement.

Discretionary Benefit. The Plan is a discretionary benefit operated by the Company which is not an employer of the Grantees, and no Grantee participates as of right in the Plan. In addition to the provisions in the Plan and in the Agreement on similar matters, the grant of Award under the Plan and in the Agreement is non-precedent setting and does not imply a right to participate or to be considered for participation in a later grant. Rights granted under the Plan are not part of, and are separate from any rights granted under, the employment contract, and are not part of the Grantees' employment benefits.

Tax Consequences. No Philippine taxes are due upon the grant or vesting of the RSUs or upon the accrual of any dividend equivalents. Upon settlement of the RSUs in shares, participants will generally be subject to Philippine income tax at the applicable schedular rates (up to 35%) on the fair market value of the shares received, including any dividend equivalents paid in cash. Participants who qualify as mixed-income earners (i.e., those engaged in trade or business while also earning compensation income) may elect to be taxed at the flat 8% rate, provided their gross annual sales or receipts and non-operating income do not exceed PhP3,000,000, and only to the extent the RSU income is not classified as compensation.

If the local employer or affiliate bears or records any portion of the cost of the RSUs or is involved in the administration of the Plan, the value of such shares and dividend equivalents will be treated as compensation income for employees upon settlement. In such case, the local employer or affiliate will be required to withhold and remit the applicable withholding tax on compensation. For non-employee directors, the local employer or affiliate must withhold and remit expanded withholding tax (EWT) at the rate of 5%, if the payee's gross sales for the year do not exceed PhP3,000,000, or at 10% in all other cases.

Participants remain responsible for the filing and payment of any additional taxes due in respect of other income or any shortfall between their total tax payable and the amount withheld by the local employer or affiliate.

Any gain realized by the participant upon the subsequent sale of shares acquired under the Plan will generally be subject to a final capital gains tax of 15% on the net gain. Sales or transfers of shares listed and traded through a local or foreign stock exchange are exempt from documentary stamp tax. Private or off-exchange transfers of shares may be subject to documentary stamp tax at the rate of PhP1.50 for every PhP200 of par value (approximately 0.75%), and gratuitous or below-value transfers of shares may be subject to donor's tax at 6% on the excess of the fair market value over the consideration received, net of the PhP250,000 annual exemption.

Tax Compliance and Participant Responsibility. The participant acknowledges that the local employer or affiliate, where required by applicable law, may withhold or collect any taxes due in connection with the settlement of the RSUs or the payment of dividend equivalents. The Company, its subsidiaries, and affiliates may take such action as they consider appropriate to comply with applicable tax withholding or reporting obligations, including through the sale or retention of shares or the deduction of amounts otherwise payable to the participant.

Participants remain personally responsible for any taxes or other obligations that may arise in connection with their participation in the Plan, including any tax due upon settlement of the RSUs, payment of dividend equivalents, or sale or transfer of shares acquired under the Plan. The Company, its subsidiaries, and affiliates make no representation or undertaking regarding the tax treatment of participation in the Plan and are not providing tax, legal, or financial advice. Participants are strongly encouraged to seek independent professional advice regarding the local tax consequences of participation in the Plan and any subsequent disposal of shares.

Additional Requirements. The Company and the Committee 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 pursuant to the Agreement, to the extent the Company, its Philippine Subsidiary/Subsidiaries or the Committee 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.

Acknowledgment. In accepting the Award, the Grantee acknowledges that he or she has received, or has access to, a copy of the Plan and has reviewed the Plan in its entirety and fully understands and accepts all provisions of the Plan

Notifications Applicable to Poland

Exchange Control Notification. If the Grantee transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds may need to be transferred via a Polish bank account. The Grantee is required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.

Foreign Asset/Account Reporting Notification. Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. The Grantee should consult with their personal legal advisor to determine their personal reporting obligations.

Notifications Applicable to Singapore

Restriction on Sale and Transferability. The Grantee acknowledges that the Plan, this Stock Unit Award and the terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this Stock Unit Award, the terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award may not be circulated or distributed, nor may the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision

(4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 (“SFA”), save for section 280 of the SFA. The Grantee further acknowledge that any transfer and/or disposal of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award by you (as may be allowed under the Plan, this Stock Unit Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant Stock Unit Award and/or shares of common stock underlying the Stock Unit Award.

Notification under Section 309B(1) of the SFA. The Stock Unit Award and Common Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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.

Data Protection. The Grantee acknowledges that:

- (a) personal data of the Grantee as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or this Agreement, and/or which is otherwise collected from the Grantee (or their authorised representatives) will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, facilitating the Grantee’s participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to the Grantee from time to time;
- (b) by participating in the Plan, the Grantee also consents to the collection, use and disclosure of his/her personal data for all such purposes, including disclosure of personal data of the Grantee held by the Company to any of its subsidiaries and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Grantee also warrants that where he discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or this Agreement, he has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Grantee shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Grantee’s breach of this warranty.

- (d) To the extent that the Grantee withdraws consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.

Terms and Conditions Applicable to Spain

Labor Law Acknowledgment. By accepting this Stock Unit Award, the Grantee acknowledges that they understand and agree that they consent to participate in the Plan and that they have received a copy of the Plan. The Grantee understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. Further, the Grantee understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary Stock Unit Award since the future value of the Stock Unit Awards and shares of common stock is unknown and unpredictable. In addition, the Grantee understands that the Stock Unit Award would not be made to them but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any Stock Unit Award shall be null and void.

The Grantee also understands and agrees that, as a condition of the grant of the Stock Unit Award, the termination of the Grantee's employment for any reason (including the reasons listed below), the Stock Unit Award will cease vesting immediately effective on the date the Grantee is no longer providing services to the Grantee's employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, the Grantee understands and agrees that the Stock Unit Award will be forfeited without entitlement to the underlying shares of common stock or to any amount as indemnification in the event of a termination of the Grantee's employment as described in the Terms prior to expiration of the restricted period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Grantee's employer and under Article 10.3 of the Royal Decree 1382/1985.

Foreign Investment Reporting Notifications. The Grantee acknowledges that foreign investments held by him/her, including shares of common stock acquired under the Plan and any other foreign investments of the Grantee, must be reported electronically by the latter to the Statistics Department of the Bank of Spain if the total amount of such foreign investments reaches or exceeds €1,000,000 with the following frequency: (i) on an annual basis, for foreign investments that do not reach €100,000,000, (ii) on a quarterly basis, for foreign investments ranging between €100,000,000 and €300,000,000, or (iii) on a monthly basis, for foreign investments of over €300,000,000, and shall be submitted to the Bank of Spain within twenty days after the end of the month, quarter or year, as appropriate. For further information in this regard please check the website of the Bank of Spain at <https://sedelectronica.bde.es/sede/es/tramites/presentacion-residentes-transacciones-exterior-p158.html>.

Foreign Asset/Account Reporting Notification. The Grantee may be subject to a tax reporting obligation if the Grantee holds assets (either as holder or as ultimate beneficial owner) and/or have bank accounts outside of Spain (either as holder, representative, authorize person, beneficiary, person with powers of disposal over or as the ultimate beneficial owner of such accounts). If the value of the assets, including shares of common stock, dividends, dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, the Grantee will be required to report the assets and/or bank accounts on their annual tax return for such year (or at any time during the year in which the Grantee disposes of such right or asset). After the assets and/or bank accounts are initially reported, the Grantee will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year. The Grantee should consult with their personal tax and legal advisors to ensure compliance with their personal reporting obligations.

Securities Law Information. The Plan and the terms have not been nor will they be registered with the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores), and do not constitute a public offering prospectus for the

purposes of the Prospectus Regulation. Therefore, the Restricted Stock Units, or the Shares underlying the Restricted Stock Units, will not be offered or distributed in Spain, except in circumstances where (i) they are not considered a public offering (*oferta pública*) under Spanish law, (ii) they do not require the publication of a prospectus, or (iii) they are made pursuant to an applicable registration exemption, all in accordance with the Prospectus Regulation and Spanish law.

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. In Switzerland, the grant of Restricted Share Units is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the Award granted pursuant to the Agreement. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

Tax Reporting Information. (i) At grant. The Grantee will receive an addendum to their annual salary statement, reporting the details of their Stock Unit Awards granted to them. The Grantee is required to file such addendum with their tax return. Furthermore, the Grantee is required to declare all Stock Unit Awards granted to them under the Plan which should not be subject to the net wealth tax, but must be reflected "pro memoria" in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return. (ii) At vesting. The Grantee will receive an addendum to the annual salary statement, reporting the taxable income realized upon vesting of the Stock Unit Awards granted to them. The Grantee is required to declare such income in and to file the addendum with their tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return.

Data Privacy – Transfer of personal data to the United States. The Grantee acknowledges and agrees that their personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to the Grantee's personal data with or without the Grantee's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

Employment Law Information. The Restricted Units Award is made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

Termination of Employment. For purposes of the Stock Unit Award, the date of the Grantee's termination of employment shall be (i) the date on which the Grantee's employment is terminated, or, (ii) in case of termination for cause within the meaning of Art. 337 of the Swiss Code of Obligation, the date on which the Grantee receives notice of termination. For the purpose of section 6, a Grantee residing and working in Switzerland will qualify as a "Non-EU/UK Grantee".

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.

Exchange Control Notification. The Grantee may acquire and remit foreign currency (including proceeds from the sale of shares of common stock or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$10,000,000 per year without justification. Remittance of funds related to the sale of shares of common stock should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to the United Arab Emirates

IMPORTANT NOTICE: The Agreement, the Plan and all other materials pertaining to the Plan (together, the "Plan Materials") have not been reviewed or approved, nor are they subject to any form of regulation, by any regulatory authority in the United Arab Emirates (the "UAE") including the Securities and Commodities Authority, the Central Bank, the Dubai Financial Services Authority or the Financial Services Regulatory Authority (each a 'Regulatory Authority', together the "Regulatory Authorities"). The Regulatory Authorities have no responsibility for reviewing or verifying the Plan Materials. Accordingly, the Regulatory Authorities have not approved the Plan Materials nor taken any steps to verify the information set out in the Plan Materials, and have no responsibility for them.

The Grantee acknowledges that any communications by the Company in respect of the Plan have been made following an expression of interest by the Grantee as to the Grantee's potential eligible to participate in the Plan. The Company has not otherwise taken steps to promote, recommend or advise the Grantee in respect of the Plan at any time including prior to the Grantee's expression of interest.

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 Plan Materials, the Grantee should obtain independent professional advice. The Stock Awards and any Shares issued pursuant to the Stock Awards do not constitute a public offering of securities under UAE law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, Plan Materials and other incidental communication materials distributed in connection with the Stock Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in the UAE and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Data Privacy. The Company is based outside of the UAE and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement,

administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of the UAE. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of the UAE. The UAE has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of the UAE and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of the UAE than what is otherwise provided under the UAE law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgement or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in the UAE. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

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.

At the election of the Company, the Grantee shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.

In the event the Grantee has failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, the Grantee shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within sixty (60) days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which the Grantee shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

Restrictive covenants. Section 7 of the Agreement shall be governed by the laws of England and Wales. The restricted periods in Section 7 of the Agreement shall be reduced by any period the Grantee spends on garden leave.

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(TBRSP)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of October __, 2025 (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 Compensation Committee of the Board (the "Committee") 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 Committee. The Committee 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, including through deemed acceptance, the Stock Unit Award, as provided in this Agreement, 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, including 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 in effect on the Grant Date, including the Executive Compensation Recoupment (Clawback) Policy, or as adopted following the Grant Date to comply with applicable law, 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**. Except as may be otherwise provided in Section 3, Section 6 or Section 7 of this Agreement, the extent to which the Grantee's rights and interest in the Restricted Stock Units shall become vested 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 the Grant Date, an additional thirty percent (30%) of the initial Restricted Stock Units on the second anniversary of the Grant Date, and an additional forty percent (40%) of the initial Restricted Stock Units on the third anniversary of the Grant Date, provided that

the Grantee's Continuous Service does not terminate prior to the applicable vesting date. 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 or her 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 or vesting event 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 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(a) (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(b) (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 one-year period following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date or vesting event 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(a) (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(b) (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 one-year period 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 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 the Shares was different 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 Committee. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. **Forfeiture and Clawback; Termination due to Death or Disability.** Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his or her rights and interest in the Restricted Stock Units and related dividend equivalents if his or her 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, determined as of the vesting date or vesting event, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares issued, determined as of the vesting date or vesting event, 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) **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.

(b) **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(c).

(c) **Execution of Separation Agreement and Release.** Unless otherwise determined by the Committee, as a condition to the accelerated vesting of Restricted Stock Units under Section 6(b), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Committee, setting forth reincorporated, 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 subject to Section 6(b), and the Shares 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 Committee 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(b) 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.

If the Grantee resides and/or primarily works in the State of California, then the foregoing restrictions in (i) and (ii) above shall not apply after the end of the Grantee's employment. Further, if the Grantee's employment is based in the Commonwealth of Massachusetts, then (1) the restriction in (i) above shall not take effect until ten (10) business days after Grantee signs this Agreement, and (2) the restriction in (i) above shall not apply if Grantee's employment is terminated by the Company other than for Cause (as defined in Grantee's employment agreement, or, in the absence of such definition, as defined in Section 3 hereof).

(b) Unless compelled by subpoena or as otherwise permitted under this Section 7, 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.

Notwithstanding the foregoing, nothing herein shall be construed to prevent Grantee from engaging in concerted activity regarding working conditions, as protected by the National Labor Relations Act.

(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.

(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. Further, the parties acknowledge that, as provided by the Federal Defend Trade Secrets Act, Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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 any 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 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 any 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.

Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; 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 provide 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 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 Restricted Stock Units, 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. 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 Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

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

13. 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 Committee 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.

14. 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 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, is 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 (INCLUDING DEEMED ACCEPTANCE), 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 COMMITTEE. 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 COMMITTEE. 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.

15. Additional Acknowledgements. By accepting this Agreement electronically (including deemed acceptance), 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 Committee upon any questions relating to the Plan and this Agreement.

16. 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).

17. **Deemed Acceptance.** The Grantee is required to accept the terms and conditions set forth in this Agreement prior to the first vesting date in order for the Grantee to receive the Award. If the Grantee wishes to decline this Award, the Grantee must reject this Agreement prior to the first vesting date by selecting the “Reject” box on the website of the administrative agent. If the Grantee has not accepted or rejected this Agreement prior to the date which is thirty (30) days prior to the first vesting date, the Grantee will be deemed to have automatically accepted this Award and all the terms and conditions set forth in this Agreement. Deemed acceptance will allow the Shares to be released to the Grantee in a timely manner and once released, the Grantee waives any right to assert that Grantee has not accepted the terms hereof.

Acceptance by the Grantee

By selecting the “I accept” box on the website of the Company’s administrative agent or by the application of the deemed acceptance, 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 Unit Award for all Grantees that reside and/or work outside of the United States.

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 2025**. 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 Committee 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 Committee 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 Non-U.S. 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 Unit 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 Unit Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Unit 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 Unit 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 Committee 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 Committee 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 Unit Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Unit 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 Committee, 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 Unit 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 Unit 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 Unit Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Unit Awards or benefits in lieu of the Stock Unit Award even if Stock Unit 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 Unit 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 Committee and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Committee 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 or the CH-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission (including the UK or Swiss Addendum, as applicable).

(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.

(e) 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.

Terms and Conditions Applicable to Australia

The following terms and conditions apply to all Participants who are resident in, a citizen of, or otherwise subject to tax in Australia in respect of Restricted Stock Units granted to them ("Australian Participants"). In the event of any conflict between the Plan and this agreement (including these terms and conditions), these terms and conditions shall prevail for Participants who are Australian Participants.

Securities Law Information

The offer of the Restricted Stock Units is made under Division 1A (Employee Share Schemes) of Part 7.12 of the *Corporations Act* (Cth) (**Corporations Act**).

Nature of Plan and Offer

The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act).

Notwithstanding any other provision of the Plan, no Restricted Stock Units may be granted to an Australian Participant:

- (a) if the Australian Participant is not an Employee, Director or Consultant of the Company or any subsidiary of the Company; or
- (b) if the Restricted Stock Units will result in the Australian Participant holding a greater than 10% interest in the Company as determined in accordance with sections 83A-45(6) and (7) of the *Income Tax Assessment Act 1997* (Cth).

References to taxes in clauses 8(a) and 9 of this agreement includes any liability that the Company is required by law to pay as a result of or in connection with the grant of Restricted Stock Units to an Australian Participant or an amount being included in an Australian Participant's assessable income under Division 83A of the *Income Tax Assessment Act 1997* (Cth) in relation to his or her Restricted Stock Units for an income year, including:

- (a) TFN Withholding Tax under section 14-155 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); and
- (b) any superannuation payable in respect of dividend equivalent payments.

Privacy

In addition to clause 14 of this agreement, the Australian Participant understands and acknowledges that:

- (a) the personal information collected, maintained, processed and disclosed may include the Participant's tax file number ("TFN");
- (b) the Australian Participant is not required to provide their TFN and declining to provide their TFN is not an offence, however, there may be financial consequences if the Australian Participant does not provide their TFN;
- (c) where possible, the Company will collect personal information about the Australian Participant directly from the Australian Participant, however on occasion the Company may need to collect personal information about the Australian Participant from its related entities, service providers or other third parties;
- (d) the purposes for which personal information may be collected, maintained, processed and disclosed includes the fulfilment of any legal and regulatory requirements (such as under the *Income Tax Assessment Act 1997* (Cth));
- (e) in order to implement, administer and manage the Australian Participant's participation in the Plan, the Company may disclose personal information about the Australian Participant to the Australian Tax Office;
- (f) if the personal information (other than TFN) the Australian Participant provides to the Company is incomplete or inaccurate, the Company may not be able to implement, administer or manage the Australian Participant's participation in the Plan;
- (g) more information about the way the Company collects, maintains, processes and discloses the Australian Participant's personal information, how the Australian Participant can access and correct that personal information, and how the Australian Participant can make a complaint about a breach of the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (**Privacy Act**), can be accessed by contacting the Australian Participant's local human resources representative.

In the context of the Australian Participant, 'personal information' has the meaning given in the Privacy Act.

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 Unit 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 Committee 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-Verpflichtungen.*”

If the Grantee holds shares of common stock acquired under the Plan outside of Austria, the Grantee must submit a report to the Austrian National Bank. An exemption applies if the value of the shares of common stock as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.

Terms and Conditions Applicable to Canada

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

Securities Law Information. The Grantee acknowledges and agrees that: (i) it has not been induced to acquire the Stock Unit Award or any Shares through the Plan and otherwise participate in the Plan by expectation of employment as an Employee or appointment as a Non-Employee Director or continued employment as an Employee or appointment as a Non-Employee Director; and (ii) it 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) and is otherwise in compliance with applicable securities laws, including applicable resale restrictions.

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 Unit 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 Unit 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 will 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 Unit Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Data Privacy: 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 the Restricted Stock Units 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 Grantee's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Grantee hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.

Data Privacy: 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).

Data Privacy: International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company is based, and may be further transferred by the Company to the U.S., where its service providers are based.

Data Privacy: 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 ten (10) years after the Grantee participates in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.

Data Privacy: Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, 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 or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) 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.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to Denmark

Tax reporting and payment. To the extent the Company or the Grantee's employer have not reported the Stock Unit Award to the Danish Tax Agency, the Grantee is required to report the Stock Unit Award on his/her tax return relative to each year of vesting. To the extent the Grantee and his/her employer have not agreed to apply section 7 P of the Danish Tax Assessment Act to the Stock Unit Award, or to the extent that provision might otherwise be inapplicable, the value of the stock on each day of vesting constitutes taxable income for the Grantee. The Grantee is required to settle the relevant taxes vis-à-vis the Danish Tax Agency. It is of no concern to the Company or any of its Subsidiaries how the Grantee finances any tax burden in this regard.

Treatment of Stock Unit 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 Unit 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 Unit 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 Grantee is required to report shares held in foreign bank/brokerage accounts in the Grantee's tax return under the section on foreign affairs and income.

Labor Law Acknowledgment. By accepting the Stock Unit Awards, the Grantee understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

Terms and Conditions Applicable to Finland

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Grantee must check their pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) as well as any sale or other capital gains and any dividends or refunds of capital and any other income related to such shares and securities are correctly reported. If the Grantee finds any errors or omissions, the Grantee must make the necessary corrections electronically or by sending specific paper forms and by paying any outstanding taxes to the local tax authorities.

Securities Law Information. The Grantee acknowledges that the grant of the Stock Unit Award through a private placement does not constitute a public offering of securities in Finland. Therefore, the Stock Unit Award is not subject to the supervision of the Finnish Financial Supervisory Authority (*Finanssivalvonta*) and no prospectus will be made available through filing or notification with the Finnish Financial Supervisory Authority (*Finanssivalvonta*) in Finland in relation to the Stock Unit Award. The Grantee further acknowledges that pursuant to the Finnish Securities Markets Act (746/2012, as amended) and the EU Prospectus Regulation 2017/1129 (as amended), there is no obligation to publish a prospectus, if securities are offered, allotted or to be allotted to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer

Terms and Conditions Applicable to France

Tax Information. The Stock Unit Award is not intended to be a French-qualified award. Thus, it is not intended to be eligible to the specific French social and tax regime provided for in Article L. 242-1 II 6° of the French social security code and Article 80 quaterdecies of the French tax code, as amended.

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 on Form No. 3916 which must be filed together with his / her annual tax return. Failure to comply could trigger significant penalties. 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 €50,000 must be reported on a monthly basis 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). If the Grantee uses a German bank to effect a cross-border

payment in excess of € 50,000 in connection with the sale of the Shares acquired under the Plan, the bank will make the report for the Grantee.

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 (at the latest 14 months after the end of such calendar year). A qualified participation is attained if (i) the value of the Shares acquired exceeds €150,000 or (ii) in the unlikely event the Grantee holds shares of common stock exceeding 10% of the Company's total common stock. No reporting is required if the Company is publicly listed, and the ownership remains below 1 %, even if the acquisition costs exceed € 150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Securities Law Information. The grant of the Stock Unit Award under the Plan is exempt or excluded from the requirement to publish a securities prospectus in Germany.

Prohibition of Insider Dealing. The Grantee should be aware of the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as e.g. the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of the Shares acquired under the Plan, if the Grantee has inside information regarding the Company. The Grantee is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extend insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that the Grantee consults with a legal advisor.

Limitation of Liability. The Grantee is responsible for compliance with any laws to be observed by the Grantee in person in conjunction with the participation in the Plan. The Company cannot be held liable if the Grantee violates German law or any other applicable rules to be complied with by the Grantee in conjunction with the participation in the Plan including but not limited to insider dealing restrictions under the Market Abuse Regulation.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Unit 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. The Stock Unit Awards and any Shares issued pursuant to the Stock Unit Awards do not constitute a public offering of securities under Hong Kong law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, the Plan and other incidental communication materials distributed in connection with the Stock Unit Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Sale of Shares. Shares of common stock received at vesting are accepted as a personal investment. In the event the restricted period on the Grantee's Stock Unit Awards expires within six months of the Grant Date and Shares of common stock are issued to the Grantee, the Grantee agrees that they will not offer to the public or otherwise dispose of the Shares of common stock prior to the six-month anniversary of the Grant Date.

Notifications Applicable to Hungary

Reporting Requirement. The Grantee acknowledges that the Plan has to be reported on behalf of the Company to the Hungarian National Bank in its capacity as controlling authority of the stock market in Hungary within 15 days of the completion of the distribution procedure of the Shares.

Securities Law Information. Based on this Agreement the grant of the Stock Unit Award is not intended to be a public offering of securities but rather intended to be a private placement, however, in case of any public offering event to which EU Prospectus Regulation 2017/1129 is applicable, there is a special exemption for employee-share schemes from the obligation to publish a prospectus.

Notifications Applicable to India

Exchange Control Notification. The Grantee understands that they must repatriate any proceeds from the sale of shares of common stock under the Plan and any dividends or any dividend equivalents received in relation to the shares of common stock to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. The Grantee must obtain a foreign inward remittance certificate (“FIRC”) from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Grantee’s employer requests proof of repatriation.

Foreign Asset/Account Reporting Notification. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including shares of common stock held outside of India) in their annual income tax return. It is the Grantee’s responsibility to comply with this reporting obligation and the Grantee should consult their personal legal advisor to determine whether the obligation applies to their personal situation.

Recoupment Policy. Notwithstanding anything to the contrary in the Plan or this Stock Unit Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by the Grantee, then all Restricted Stock Units held by the Grantee, whether vested or unvested, shall be immediately and automatically forfeited, and all the Grantee’s rights to such Restricted Stock Units shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, the Grantee shall transfer back to the Company all shares of common stock acquired with respect to Restricted Stock Units then held by the Grantee at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any Restricted Stock Units that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.

Settlement of Stock Unit Award after termination of employment (“Settlement”). If the Stock Unit Award, or a part of it, is settled with the Grantee after the Grantee’s Continuous Service terminates like in Sections, including but not limited to, 4(a)(i), 4(a)(ii) or 6(a) of this Agreement, such Settlement shall be carried out only if permitted by, and in accordance with, the Indian exchange control laws including but not limited to the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended from time to time. If the Settlement, whether in whole or in part, is not so permitted under the Indian exchange control laws in force at the time, then Committee or the Company shall have sole discretion to decide an alternative manner in which the Stock Unit Award may be settled in favour of the Grantee. It is hereby clarified that the discretion allowed to the Committee and Company can also include forfeiture of the Stock Unit Award, entirely or in part, to the extent that Settlement is not permitted under the applicable Indian exchange control laws in force at the time of Settlement.

Compliance obligations of the Indian employer (“Indian Company”). On any settlement or divestment of shares underlying this Stock Unit Award and/or reinvestment of proceeds from the sale of such shares, Grantee agrees to provide to the Indian Company in due time, true and accurate details regarding all such transactions, including amount of proceeds received, other shares acquired by Grantee (including potentially shares in other entities unrelated to the Company, and all supporting documentation evidencing such transactions (such as bank account statements or share certificates). It is hereby clarified that the Grantee also permits the Indian Company to disclose such information to an Authorized Dealer Bank, Reserve Bank of India or any other regulatory authority, to comply with the Indian Company’s reporting obligations under the Indian exchange control laws or any other laws applicable at that point in time.

Withholding Tax Obligations. Notwithstanding the provisions of the Plan, each Grantee shall pay to the Company or the Indian Company, as the case may be, or make provision satisfactory to the Company or Indian Company for payment of, any taxes required by law of India to be withheld in connection with the Plan, not later than the date of the event creating the tax liability. The Company or Indian Company may, to the extent permitted by law of India, deduct any such tax obligations from any payment of any kind otherwise due to the Grantee, including but not limited to his / her future payrolls or other payments due from the Company or Indian Company.

Data Privacy. The Grantee acknowledges that personal information, including sensitive personal data or information, in relation to them may be shared by the Indian Company with and held by the Company, and passed onto a third party advisor, administrator and/or future purchaser of the Company for the purposes of the operation or administration of the Plan. Further information about how the Company will process personal information of the Indian Optionee is set out in the Company's privacy notice.

Grievance redressal in relation to personal data. Any discrepancies and grievances of the Grantee with respect to processing of personal information, including sensitive personal data or information data may be informed to the designated grievance officer of the Company.

Notifications Applicable to Indonesia

Language Acknowledgment. A translation of the documents relating to this grant into Bahasa Indonesia can be provided to the Grantee upon request to the Company's HR department. By accepting the Stock Unit Awards, the Grantee (i) confirms, having read and understood the documents relating to this grant (i.e., the Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.

Persetujuan dan Pemberitahuan Bahasa. Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda apabila diminta kepada departemen Sumber Daya Manusia (SDM) Perusahaan. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-Syarat, termasuk suplemen ini, dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.

Foreign Asset/Account Reporting Notification. The Grantee has the obligation to report your worldwide assets (including foreign accounts and shares of common stock acquired under the Plan) in your annual individual income tax return.

Exchange Control Notification. In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. Generally, for foreign currency transactions against Rupiah exceeding USD 100,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank.

Data Privacy. When carrying out international transfer of personal data belonging to the Grantee, the Company shall comply with the mandatory reporting requirements to the Indonesian Ministry of Communication and Digital Affairs as set out under the applicable law.

Outward remittances. The Grantee understands that remittance of funds pursuant to the Plan is permitted, unless the funds to be remitted are in Rupiah. The Grantee also understands and acknowledges that any offshore transfer of funds in foreign currency in an amount equivalent to USD100,000 shall require evidence of the underlying documents, as well as disclosure of general information on the residency status of the beneficiary, the relationship between the transferor and the beneficiary and the purpose of the transfer.

Inward remittances: The Grantee understands and acknowledges that disclosure may be required to the bank in Indonesia if the Grantee receives a money transfer from offshore, such as when receiving dividends or proceeds of sale of the shares. Bank may require such disclosure since it has the obligation to report fund transfer activities from and to outside Indonesia to the Centre for the Reporting and Analysis of Financial Transaction (*Pusat Pelaporan dan Analisis Transaksi Keuangan* or PPATK).

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 Chapter 5 Part 5 of the Irish Companies Act 2014, 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

Data Privacy. The Company is based outside of Israel and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgment or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

Authorization. The Grantee authorizes the Company and the Grantee's employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of the Grantee's Private Data or other information and consents to the foregoing. The Grantee further authorizes the Company, the Grantee's employer and any Plan administration service provider to discuss the Grantee's participation in the Plan and the Grantee's Personal Data to record such data or information and to keep such data or information in any Grantee's employee or personal file.

Tax Notification. The Grantee's Stock Unit AwardRestricted Stock Units are not intended to be tax-qualified under Section 102 of the Income Tax Ordinance and will be subject to tax pursuant to the non-trustee route under Section 102(c)(2). The Grantee will be subject to tax at the time of sale and the Grantee's sale proceeds less any cost of acquisition will be classified as ordinary income, even if such sale occurs following termination of employment. Dividend equivalents will also be classified as ordinary income upon payment. In case of termination of engagement, the Grantee may be required to provide a guarantee for the payment of tax upon sale of the shares, at the discretion of the Company. Any and all taxes due in relation to the Restricted Stock Units and Shares, including any dividend equivalent, shall be borne solely by the Grantee. The Company and/or any subsidiary shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Grantee hereby agrees to indemnify the Company and/or the Grantee's employer and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee. The Company and/or the Grantee's employer, to the extent permitted by law, shall have the right to deduct from any payment otherwise due to the Grantee or from proceeds of the sale of the Shares, an amount equal to any tax required by law with respect to the Restricted Stock Units and Shares including any dividend equivalent. The Grantee will pay to the Company, or the Grantee's employer any amount of taxes that they may be required to withhold with respect to the Restricted Stock Unit Shares that cannot be satisfied by the means previously described.

Language. The Grantee has had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the Agreement, including without limitation this Addendum, and the advice of counsel prior to executing this Agreement. The Grantee acknowledges that it is familiar with the English language and does not require translation to any other language.

המשתתף מצהיר בזאת, כי השפה האנגלית מוכרת לו ואינו זוקק לתרגם לשפה אחרת.

Terms and Conditions Applicable to Italy

Plan Administration and Tax Withholding. Notwithstanding any provision to the contrary in this Agreement (including, without limitation, Section 9), the Company and the Grantee acknowledge that the Grantee's Italian employer has a mandatory and non-waivable obligation to act as a tax withholding agent (*sostituto d'imposta*) under Italian law. Accordingly, the Italian employer will be responsible for calculating, withholding, and remitting to the relevant authorities all applicable income taxes (IRPEF) and social security contributions due on the value of the Restricted Stock Units at the time of vesting. The Grantee authorizes the Italian employer to withhold such amounts from the Grantee's regular salary or other compensation.

Taxation of Restricted Stock Units. The Grantee understands that the taxation of the Restricted Stock Units under Italian law occurs in two stages:

- (a) at Vesting: The fair market value of the Shares on the vesting date is considered employment income and is subject to IRPEF and social security contributions. These amounts will be withheld by the Italian employer as described above; and
- (b) at Subsequent Sale of the Shares: Any gain realized upon the subsequent sale of the Shares, calculated as the difference between the sale price and the fair market value on the vesting date, is considered a capital gain and is subject to capital gains tax. The Grantee is personally responsible for reporting this gain on their annual tax return and paying the relevant tax.

Data Privacy Notice. This provision supplements the general data privacy clauses of the Agreement.

The Grantee understands that the Company and its Subsidiaries may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Subsidiary, details of all Awards granted, canceled, vested, unvested or outstanding in your favor ("Data").

The Company will process said Data for the purposes of managing and administering the Plan, fulfilling its obligations under this Agreement, and complying with applicable laws and regulations. The legal basis for this processing is the necessity to perform the contract between the Company and the Grantee (i.e., this Agreement) and the Company's need to comply with its legal obligations under tax, social security, and corporate laws.

The Grantee understands that providing the Company with Data is necessary for participation in the Plan and that the Grantee's denial to provide Data would make it impossible for the Company to perform its contractual obligations and will affect the Grantee's ability to participate in the Plan.

The Grantee understands that Data may be transferred to third-party service providers and other recipients as necessary for the administration of the Plan, and that such recipients may be located in or outside the EU/EEA, such as in the United States. Any transfer of Data outside the EU/EEA will be carried out in compliance with the safeguards provided by the General Data Protection Regulation (EU) 2016/679 ("GDPR"), for example, through the use of Standard Contractual Clauses approved by the European Commission.

The Company will retain Data for as long as necessary to implement, administer and manage the Grantee's participation in the Plan and to comply with its legal obligations, generally for a period of up to 10 years after the termination of the Plan or the Grantee's participation therein.

The processing of Data shall take place in compliance with the GDPR and Legislative Decree no. 196/2003, as amended and supplemented (the "Privacy Code"). The Grantee understands that, as a data subject, they have the right at any time to exercise their rights under Articles 15 to 22 of the GDPR, including the right to access, rectify, or erase their Data, restrict or object to its processing, and the right to data portability. To exercise these privacy rights, the Grantee should contact their local human resources department.

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (e.g., the Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets

on his/her annual tax return (on the RW Schedule). The Grantee should consult with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Foreign Asset Tax Information. If the Grantee is an Italian resident and holds investments or financial assets (e.g., Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should contact with his/hre personal tax advisor to determine the specific reporting obligations applicable to their situation.

Wealth Tax. The Grantee may be subject to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. The Grantee should consult with his / her personal tax advisor as to whether the aforementioned wealth tax apply to the Grantee in connection with any Restricted Stock Units and/or cash and/or Shares held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any wealth tax in connection with the Restricted Stock Units granted pursuant to this Agreement.

Notifications Applicable to Korea (Republic of)

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. The Grantee should consult with their personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether the Grantee is required to file a report with respect to such accounts.

Tax Liability. In accordance with the Korean Personal Income Tax Law, the Grantee who is a Korean resident is required to report and pay personal income tax on the fair market value of the Restricted Stock Units at the time of vesting. Personal income tax should also be reported and paid on any dividends received from vested Restricted Stock Units.

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.

Notifications Applicable to Malaysia

Monthly Tax Deductions. The shares of common stock received by the Grantee when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If the Grantee elects to satisfy any income tax payable arising from the Restricted Stock Units by himself / herself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, the Grantee is required to inform the Company in writing of his/her choice or of any such arrangement with the local taxing authority at the time of the vesting date.

For the purpose of computing the amount of income tax payable by the Grantee, taking into account the shares of common stock granted to the Grantee under the Plan, in respect of the monthly tax deductions, the Grantee is responsible for informing the Company if he / she is subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if the Grantee is no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of common stock received by the Grantee under the Plan in relation to income tax and the relevant monthly tax deductions shall be satisfied by the Grantee. The Grantee is encouraged to seek professional tax advice regarding his / her individual circumstances.

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 Unit 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 Unit Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Unit 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.

Tax Liability. In accordance with the Mexican Income Tax Law, any income obtained by Mexican resident individuals from a grant by their employer, or any related party to the employer, of shares issued by the employer, or any related party to the employer, at no cost, or at a discount (with respect to their market value at the vesting date), is considered salary income. The taxable income is determined based on the market value of the shares at the vesting date. Any price or premium paid by the employee shall be deducted. The net income will be subject to the ordinary progressive income tax rate (i.e. 1.92-35%).

Tax Withholding. In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the Restricted Stock Units. Thus, the Mexican employer will be obligated to withhold income tax from the employee with respect to any taxable income derived from the grant of Restricted Stock Units. Therefore, as a condition precedent to the issuance or delivery of any Restricted Stock Units pursuant to grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any Restricted Stock Units pursuant to a grant until such withholding is applied by the

Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.

Restrictive Covenants. For the purposes of the Award, the Grantee's employment will be considered exclusively with the Company's entity in Mexico (the "Mexico Subsidiary").

The confidential information shall be treated as an industrial secret and, as such, shall be subject to the provisions of Articles 163, 164, 165, 166, 167, 168 and 169 of the Federal Law for the Protection of Industrial Property 2020 ("LFPII") in effect in Mexico, in conjunction with Articles 402, II-VI and 403 of the LFPII, as well as Articles 210 and 211 of the Federal Penal Code.

In the event that the Grantee fails to comply with any of the confidentiality obligations within the specified timeframes, the Company or the Mexico Subsidiary shall have the right to seek a contractual penalty, as determined by the appropriate judicial authority. The parties acknowledge that such penalty shall be proportionate to the damages incurred by the Company due to the Grantee's breach of this Agreement.

The Grantee acknowledges that the compensation received during their employment is sufficient to satisfy the non-compete and non-solicitation provisions in Section 7 of the Agreement. The Grantee affirms that this compensation, including any awards, is entirely reasonable. However, unless Mexico's Subsidiary decides otherwise, the Grantee may be offered additional compensation in exchange for compliance with the non-compete and non-solicitation provisions. In such a case, the terms of such additional compensation shall be formalized through a separate agreement.

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.

Data Privacy. The Grantee understands that in the context of this Agreement and the Plan the Company and any Subsidiaries may hold and process certain personal information about the Grantee, i.e. the Grantee's name, signature, home address and telephone number, date of birth, citizen service number (BSN) or other identification number (insofar as allowed under the national laws), salary, nationality, job title, bank account and/or payment details, any shares or directorships held in the Company or any Subsidiaries, details of all Awards, or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor. This personal information qualifies as personal data within the meaning of the EU 2016/679 General Data Protection Regulation (the "GDPR") (hereafter: "Personal Data"). The Personal Data shall, upon participation in the Plan, be provided to the Company by the relevant Subsidiary.

The Controller of the processing of these Personal Data under the Plan is Jabil Inc., with registered offices at 10800 Roosevelt Boulevard North, St. Petersburg, Florida 33716, United States of America. The Controller and its representatives in the Netherlands are available by contacting the Company's legal department (entity management).

The Personal Data will be processed for the exclusive purpose of (i) allocating Shares, (ii) implementing, managing and administering the Grantee's participation in the Plan, (iii) communicating with the Grantee in connection with the Plan, (iv) internal administration, (v) complying with the Company's legal obligations, and (vi) for the purposes of the Company's legitimate interests such as to establish, exercise or defend its rights and legal position and to monitor compliance with the Plan (the "Purposes"), in accordance with the applicable data privacy laws including the GDPR and the Dutch GDPR Implementation Act.

The Company's legal bases for the processing of Grantee's Personal Data for the abovementioned Purposes are: (i) complying with legal obligations that apply to the Company, including obligations under fiscal, tax, labour and securities laws, (ii) performing its contractual obligations as described in the Agreement and/or the Plan (as applicable), and (iii) the legitimate interests pursued by the Company in relation to the management, improvement and protection of the Plan,

including internal administration and processing in the context of the establishment, exercise or defense of a legal claim in relation to the Agreement.

The Grantee also understands that providing the Company with the Personal Data included above is necessary for the performance of the Plan and that the Grantee's refusal to provide such Personal Data or otherwise would prevent the (further) collection and transfer of his/her Personal Data by the Controller, could make it impossible for the Company to perform its (contractual or legal) obligations and may affect the Grantee's ability to participate in the Plan. As the Grantee's participation in the Plan is purely voluntary, this would not affect the Grantee's existing employment, career, nor salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

The Grantee understands that the Personal Data will be shared with the stock plan services provider(s) designated by the Company (presently or in the future), or other third parties involved in or furthering the implementation, management and administration of the Plan. Such service providers act only upon the explicit instructions of the Controller and do not process the Personal Data for any other purpose than the Purposes listed above. In addition, the Company has ensured that such service providers have appropriate technical and organizational security measures in place to guarantee an adequate level of protection of the Personal Data. In addition, the Company may also share the Personal Data with external advisors or lawyers, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent supervisory authorities, in so far as this is necessary for the Purposes. The Grantee may at any time request a list of the recipients of the personal Data by contacting his/her local human resources representative.

The Grantee understands that the recipients of the Personal Data may be located in the United States or other countries outside the European Economic Area (the "EEA") and that the recipients' country may therefore not have or may have different data privacy laws and protection than the Grantee's country. The (international) transfer of Personal Data between the Company and third parties outside the EEA shall be based on adequate transfer mechanisms such as the EU Model Clauses in combination with a data transfer impact assessment or any other mechanism in accordance with article 44 et seq. GDPR, and in line with the recommendations of the European Data Protection Board. For more information on the transfer mechanisms used, and/or to obtain a redacted copy of such appropriate safeguards, the Grantee may contact his/her local human resources representative. In the absence of appropriate safeguards, Grantee's Personal Data will not be transferred to a third party located outside the EEA, unless a specific derogation applies in the sense of article 49 of the GDPR.

The Controller will take steps to ensure Personal Data is accurate and up to date. From time to time the Grantee will be required to review and update his/her Personal Data. Personal Data will only be held for as long as it is necessary for the Purposes listed above. The Personal Data shall be retained for 7 years after participation in the Plan has been terminated, unless longer retention of Personal Data is required, for example based on a legal obligation or in order to establish, defend or exercise a legal position.

Under the GDPR, the Grantee (as a 'data subject') has certain rights in relation to his/her Personal Data. Therefore, upon written request to the local human resources representative, the Grantee may at any time, without any cost and under certain circumstances in accordance with the GDPR:

- (i) be given access to his/her Personal Data;
- (ii) receive information about the processing of his/her Personal Data;
- (iii) request restriction of (part of) the processing of his/her Personal Data;
- (iv) request rectification or erasure of (part) of his/her Personal Data;
- (v) exercise his/her rights to data portability, within the limits set in the GDPR; and/or
- (vi) lodge a complaint with the competent supervisory (national) authority, in the Netherlands being the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), in case the Grantee considers that there has been an infringement of the Data Protection laws.

The Grantee may also object to the processing of his/her Personal Data within the limits set in the Data Protection laws.

Dividend Equivalents. This provision supplements Section 8 of this Agreement. 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 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. At the time the Dividend Equivalents become taxable, which will generally occur upon settlement or payout, such payments shall be made net of all amounts required to be withheld under applicable law, including, without limitation, federal, state, local and foreign income taxes, Dutch personal income tax (*inkomstenbelasting*), Dutch payroll tax (*loonbelasting*), social security contributions and any similar levies or deductions, subject to Section 9.

Responsibility for Taxes and Withholding. This provision applies in lieu of Section 9 of this Agreement. 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, payroll tax, payment on account, social security or similar levies or deductions required by applicable law 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.

The Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

This election is subject to the prior approval of the Grantee's employing entity or, as applicable, the Dutch wage tax withholding agent (*inhoudingsplichtige*). If, as a result of the Grantee's election, the Company advances any amounts in respect of the Tax-Related Items, the amount advanced shall constitute a recoverable receivable (loan) from the Company to the Grantee from the date of the advance until repayment. Unless interest accrues on such receivable at an arm's-length market rate for the period outstanding, the Grantee may realize a taxable benefit for Dutch payroll tax and social security purposes. The Grantee shall be solely responsible for any resulting Dutch payroll taxes, social security contributions, or similar levies or deductions required by applicable law.

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.

Notification Applicable to Philippines

Securities Law Requirement. The grant of the Restricted Stock Units (“RSUs”) to the Employees and Non-Employee Directors of the Philippine Subsidiary/Subsidiaries of the Company and the implementation of the Plan in the Philippines is subject to first obtaining from the Philippine Securities and Exchange Commission of an exemption from the requirement of securities registration under the Philippine Securities Regulations Code, and to such exemption remaining valid during the Plan implementation.

Data Protection. The Company and its Philippine Subsidiaries/Subsidiary shall comply with the Philippine Data Privacy Act and its implementing rules and regulations (the “DPA”) and other applicable data privacy or data protection laws when processing personal information arising from or processed pursuant to the Plan including obtaining, where applicable, the consent of the participant to the processing of his or her personal information, advising the participant of his/her rights under the data privacy/protections laws, complying with the data sharing and data transfer requirements, if applicable, and instituting and implementing organizational, physical and technical security measures to protect the personal information.

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. In this connection, the Grantee hereby consents to the collection, use, storage, outsourcing, sharing/transfer, and any other processing of his/her personal data by the Company, the Philippine Subsidiary/Subsidiaries, the other entities mentioned in the Plan and in the Agreement, for the purposes set out herein and to comply with relevant laws. In giving this consent, the Grantee hereby acknowledges that he/she has been given the information required under the DPA. The above provisions are in addition to the data privacy provisions under the Plan and in the Agreement.

Discretionary Benefit. The Plan is a discretionary benefit operated by the Company which is not an employer of the Grantees, and no Grantee participates as of right in the Plan. In addition to the provisions in the Plan and in the Agreement on similar matters, the grant of Award under the Plan and in the Agreement is non-precedent setting and does not imply a right to participate or to be considered for participation in a later grant. Rights granted under the Plan are not part of, and are separate from any rights granted under, the employment contract, and are not part of the Grantees’ employment benefits.

Tax Consequences. No Philippine taxes are due upon the grant or vesting of the RSUs or upon the accrual of any dividend equivalents. Upon settlement of the RSUs in shares, participants will generally be subject to Philippine income tax at the applicable schedular rates (up to 35%) on the fair market value of the shares received, including any dividend equivalents paid in cash. Participants who qualify as mixed-income earners (i.e., those engaged in trade or business while also earning compensation income) may elect to be taxed at the flat 8% rate, provided their gross annual sales or receipts and non-operating income do not exceed PhP3,000,000, and only to the extent the RSU income is not classified as compensation.

If the local employer or affiliate bears or records any portion of the cost of the RSUs or is involved in the administration of the Plan, the value of such shares and dividend equivalents will be treated as compensation income for employees upon settlement. In such case, the local employer or affiliate will be required to withhold and remit the applicable withholding tax on compensation. For non-employee directors, the local employer or affiliate must withhold and remit expanded withholding tax (EWT) at the rate of 5%, if the payee’s gross sales for the year do not exceed PhP3,000,000, or at 10% in all other cases.

Participants remain responsible for the filing and payment of any additional taxes due in respect of other income or any shortfall between their total tax payable and the amount withheld by the local employer or affiliate.

Any gain realized by the participant upon the subsequent sale of shares acquired under the Plan will generally be subject to a final capital gains tax of 15% on the net gain. Sales or transfers of shares listed and traded through a local or foreign stock exchange are exempt from documentary stamp tax. Private or off-exchange transfers of shares may be subject to documentary stamp tax at the rate of PhP1.50 for every PhP200 of par value (approximately 0.75%), and gratuitous or below-value transfers of shares may be subject to donor’s tax at 6% on the excess of the fair market value over the consideration received, net of the PhP250,000 annual exemption.

Tax Compliance and Participant Responsibility. The participant acknowledges that the local employer or affiliate, where required by applicable law, may withhold or collect any taxes due in connection with the settlement of the RSUs or the payment of dividend equivalents. The Company, its subsidiaries, and affiliates may take such action as they consider appropriate to comply with applicable tax withholding or reporting obligations, including through the sale or retention of shares or the deduction of amounts otherwise payable to the participant.

Participants remain personally responsible for any taxes or other obligations that may arise in connection with their participation in the Plan, including any tax due upon settlement of the RSUs, payment of dividend equivalents, or sale or transfer of shares acquired under the Plan. The Company, its subsidiaries, and affiliates make no representation or undertaking regarding the tax treatment of participation in the Plan and are not providing tax, legal, or financial advice. Participants are strongly encouraged to seek independent professional advice regarding the local tax consequences of participation in the Plan and any subsequent disposal of shares.

Additional Requirements. The Company and the Committee 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 pursuant to the Agreement, to the extent the Company, its Philippine Subsidiary/Subsidiaries or the Committee 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.

Acknowledgment. In accepting the Award, the Grantee acknowledges that he or she has received, or has access to, a copy of the Plan and has reviewed the Plan in its entirety and fully understands and accepts all provisions of the Plan

Notifications Applicable to Poland

Exchange Control Notification. If the Grantee transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds may need to be transferred via a Polish bank account. The Grantee is required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.

Foreign Asset/Account Reporting Notification. Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. The Grantee should consult with their personal legal advisor to determine their personal reporting obligations.

Notifications Applicable to Singapore

Restriction on Sale and Transferability. The Grantee acknowledges that the Plan, this Stock Unit Award and the terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this Stock Unit Award, the terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award may not be circulated or distributed, nor may the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 ("SFA"), save for section 280 of the SFA. The Grantee further acknowledge that any transfer and/or disposal of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award by you (as may be allowed under the Plan, this Stock Unit Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed

on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant Stock Unit Award and/or shares of common stock underlying the Stock Unit Award.

Notification under Section 309B(1) of the SFA. The Stock Unit Award and Common Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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.

Data Protection. The Grantee acknowledges that:

- (a) personal data of the Grantee as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or this Agreement, and/or which is otherwise collected from the Grantee (or their authorised representatives) will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, facilitating the Grantee's participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to the Grantee from time to time;
- (b) by participating in the Plan, the Grantee also consents to the collection, use and disclosure of his/her personal data for all such purposes, including disclosure of personal data of the Grantee held by the Company to any of its subsidiaries and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Grantee also warrants that where he discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or this Agreement, he has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Grantee shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Grantee's breach of this warranty.
- (d) To the extent that the Grantee withdraws consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.

Terms and Conditions Applicable to Spain

Labor Law Acknowledgment. By accepting this Stock Unit Award, the Grantee acknowledges that they understand and agree that they consent to participate in the Plan and that they have received a copy of the Plan. The Grantee understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. Further, the Grantee understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary Stock Unit Award since the future value of the Stock Unit Awards and shares of common stock is unknown and unpredictable. In addition, the Grantee understands that the Stock Unit Award would not be made to them but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any Stock Unit Award shall be null and void.

The Grantee also understands and agrees that, as a condition of the grant of the Stock Unit Award, the termination of the Grantee's employment for any reason (including the reasons listed below), the Stock Unit Award will cease vesting immediately effective on the date the Grantee is no longer providing services to the Grantee's employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, the Grantee understands and agrees that the Stock Unit Award will be forfeited without entitlement to the underlying shares of common stock or to any amount as indemnification in the event of a termination of the Grantee's employment as described in the Terms prior to expiration of the restricted period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Grantee's employer and under Article 10.3 of the Royal Decree 1382/1985.

Foreign Investment Reporting Notifications. The Grantee acknowledges that foreign investments held by him/her, including shares of common stock acquired under the Plan and any other foreign investments of the Grantee, must be reported electronically by the latter to the Statistics Department of the Bank of Spain if the total amount of such foreign investments reaches or exceeds €1,000,000 with the following frequency: (i) on an annual basis, for foreign investments that do not reach €100,000,000, (ii) on a quarterly basis, for foreign investments ranging between €100,000,000 and €300,000,000, or (iii) on a monthly basis, for foreign investments of over €300,000,000, and shall be submitted to the Bank of Spain within twenty days after the end of the month, quarter or year, as appropriate. For further information in this regard please check the website of the Bank of Spain at <https://sedelectronica.bde.es/sede/es/tramites/presentacion-residentes-transacciones-exterior-p158.html>.

Foreign Asset/Account Reporting Notification. The Grantee may be subject to a tax reporting obligation if the Grantee holds assets (either as holder or as ultimate beneficial owner) and/or have bank accounts outside of Spain (either as holder, representative, authorize person, beneficiary, person with powers of disposal over or as the ultimate beneficial owner of such accounts). If the value of the assets, including shares of common stock, dividends, dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, the Grantee will be required to report the assets and/or bank accounts on their annual tax return for such year (or at any time during the year in which the Grantee disposes of such right or asset). After the assets and/or bank accounts are initially reported, the Grantee will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year. The Grantee should consult with their personal tax and legal advisors to ensure compliance with their personal reporting obligations.

Securities Law Information. The Plan and the terms have not been nor will they be registered with the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores), and do not constitute a public offering prospectus for the purposes of the Prospectus Regulation. Therefore, the Restricted Stock Units, or the Shares underlying the Restricted Stock Units, will not be offered or distributed in Spain, except in circumstances where (i) they are not considered a public offering

(*oferta pública*) under Spanish law, (ii) they do not require the publication of a prospectus, or (iii) they are made pursuant to an applicable registration exemption, all in accordance with the Prospectus Regulation and Spanish law.

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. In Switzerland, the grant of Restricted Share Units is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the Award granted pursuant to the Agreement. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

Tax Reporting Information. (i) At grant. The Grantee will receive an addendum to their annual salary statement, reporting the details of their Stock Unit Awards granted to them. The Grantee is required to file such addendum with their tax return. Furthermore, the Grantee is required to declare all Stock Unit Awards granted to them under the Plan which should not be subject to the net wealth tax, but must be reflected "pro memoria" in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return. (ii) At vesting. The Grantee will receive an addendum to the annual salary statement, reporting the taxable income realized upon vesting of the Stock Unit Awards granted to them. The Grantee is required to declare such income in and to file the addendum with their tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return.

Data Privacy – Transfer of personal data to the United States. The Grantee acknowledges and agrees that their personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to the Grantee's personal data with or without the Grantee's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

Employment Law Information. The Restricted Units Award is made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

Termination of Employment. For purposes of the Stock Unit Award, the date of the Grantee's termination of employment shall be (i) the date on which the Grantee's employment is terminated, or, (ii) in case of termination for cause within the meaning of Art. 337 of the Swiss Code of Obligation, the date on which the Grantee receives notice of termination. For the purpose of section 6, a Grantee residing and working in Switzerland will qualify as a "Non-EU/UK Grantee".

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.

Exchange Control Notification. The Grantee may acquire and remit foreign currency (including proceeds from the sale of shares of common stock or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$10,000,000 per year without justification. Remittance of funds related to the sale of shares of

common stock should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to the United Arab Emirates

IMPORTANT NOTICE: The Agreement, the Plan and all other materials pertaining to the Plan (together, the "Plan Materials") have not been reviewed or approved, nor are they subject to any form of regulation, by any regulatory authority in the United Arab Emirates (the "UAE") including the Securities and Commodities Authority, the Central Bank, the Dubai Financial Services Authority or the Financial Services Regulatory Authority (each a "Regulatory Authority", together the "Regulatory Authorities"). The Regulatory Authorities have no responsibility for reviewing or verifying the Plan Materials. Accordingly, the Regulatory Authorities have not approved the Plan Materials nor taken any steps to verify the information set out in the Plan Materials, and have no responsibility for them.

The Grantee acknowledges that any communications by the Company in respect of the Plan have been made following an expression of interest by the Grantee as to the Grantee's potential eligible to participate in the Plan. The Company has not otherwise taken steps to promote, recommend or advise the Grantee in respect of the Plan at any time including prior to the Grantee's expression of interest.

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 Plan Materials, the Grantee should obtain independent professional advice. The Stock Awards and any Shares issued pursuant to the Stock Awards do not constitute a public offering of securities under UAE law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, Plan Materials and other incidental communication materials distributed in connection with the Stock Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in the UAE and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Data Privacy. The Company is based outside of the UAE and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of the UAE. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of the UAE. The UAE has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of the UAE and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of the UAE than what is otherwise provided under the UAE law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgement or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in the UAE. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

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.

At the election of the Company, the Grantee shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.

In the event the Grantee has failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, the Grantee shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within sixty (60) days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which the Grantee shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

Restrictive covenants. Section 7 of the Agreement shall be governed by the laws of England and Wales. The restricted periods in Section 7 of the Agreement shall be reduced by any period the Grantee spends on garden leave.

JABIL INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT
(TBRSP)

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Agreement”) is made as of October __, 2025 (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 Compensation Committee of the Board (the “Committee”) 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 Committee. The Committee 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, including through deemed acceptance, the Stock Unit Award, as provided in this Agreement, 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, including 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 in effect on the Grant Date, including the Executive Compensation Recoupment (Clawback) Policy, or as adopted following the Grant Date to comply with applicable law, 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. Except as may be otherwise provided in Section 3, Section 6 or Section 7 of this Agreement, the extent to which the Grantee’s rights and interest in the Restricted Stock Units shall become vested 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 the third anniversary of the Grant Date, provided that the Grantee’s Continuous Service does not terminate prior to the applicable vesting date. 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 or her 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 or vesting event 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 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(a) (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(b) (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 one-year period following a Change in Control) will be settled in a Prompt Settlement following the applicable vesting date or vesting event 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(a) (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(b) (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 one-year period 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 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 the Shares was different 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 Committee. Any purported transfer or other transaction not permitted under this Section 5 shall be deemed null and void.

6. **Forfeiture and Clawback; Termination due to Death or Disability.** Except as may be otherwise provided in this Section 6, the Grantee shall forfeit all of his or her rights and interest in the Restricted Stock Units and related dividend equivalents if his or her 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, determined as of the vesting date or vesting event, the Grantee must reimburse the Company the full value of any vested Restricted Stock Units and the Shares issued, determined as of the vesting date or vesting event, 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) **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.

(b) **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(c).

(c) **Execution of Separation Agreement and Release.** Unless otherwise determined by the Committee, as a condition to the accelerated vesting of Restricted Stock Units under Section 6(b), the Grantee shall be required to execute a separation agreement and release, in a form prescribed by the Committee, setting forth reincorporated, 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 subject to Section 6(b), and the Shares 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 Committee 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(b) 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.

If the Grantee resides and/or primarily works in the State of California, then the foregoing restrictions in (i) and (ii) above shall not apply after the end of the Grantee's employment. Further, if the Grantee's employment is based in the Commonwealth of Massachusetts, then (1) the restriction in (i) above shall not take effect until ten (10) business days after Grantee signs this Agreement, and (2) the restriction in (i) above shall not apply if Grantee's employment is terminated by the Company other than for Cause (as defined in Grantee's employment agreement, or, in the absence of such definition, as defined in Section 3 hereof).

(b) Unless compelled by subpoena or as otherwise permitted under this Section 7, 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.

Notwithstanding the foregoing, nothing herein shall be construed to prevent Grantee from engaging in concerted activity regarding working conditions, as protected by the National Labor Relations Act.

(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.

(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. Further, the parties acknowledge that, as provided by the Federal Defend Trade Secrets Act, Grantee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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 any 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 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 any 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.

Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; 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 provide 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 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 Restricted Stock Units, 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. 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 Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

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

13. 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 Committee 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.

14. 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 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, is 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 (INCLUDING DEEMED ACCEPTANCE), 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 COMMITTEE. 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 COMMITTEE. 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.

15. Additional Acknowledgements. By accepting this Agreement electronically (including deemed acceptance), 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 Committee upon any questions relating to the Plan and this Agreement.

16. 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).

17. **Deemed Acceptance.** The Grantee is required to accept the terms and conditions set forth in this Agreement prior to the first vesting date in order for the Grantee to receive the Award. If the Grantee wishes to decline this Award, the Grantee must reject this Agreement prior to the first vesting date by selecting the “Reject” box on the website of the administrative agent. If the Grantee has not accepted or rejected this Agreement prior to the date which is thirty (30) days prior to the first vesting date, the Grantee will be deemed to have automatically accepted this Award and all the terms and conditions set forth in this Agreement. Deemed acceptance will allow the Shares to be released to the Grantee in a timely manner and once released, the Grantee waives any right to assert that Grantee has not accepted the terms hereof.

Acceptance by the Grantee

By selecting the “I accept” box on the website of the Company’s administrative agent or by the application of the deemed acceptance, 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 Unit Award for all Grantees that reside and/or work outside of the United States.

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 2025**. 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 Committee 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 Committee 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 Non-U.S. 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 Unit 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 Unit Award. If the Grantee has received this Agreement, the Plan or any other rules, procedures, forms or documents related to the Stock Unit 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 Unit 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 Committee 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 Committee 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 Unit Award grant does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted Stock Unit 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 Committee, 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 Unit 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 Unit 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 Unit Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Unit Awards or benefits in lieu of the Stock Unit Award even if Stock Unit 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 Unit 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 Committee and their affiliates from any such claim that may arise.
- None of the Company, its Subsidiaries, nor the Committee 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 or the CH-U.S. Privacy Shield and/or its use of the standard data protection clauses adopted by the EU Commission (including the UK or Swiss Addendum, as applicable).

(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.

(e) 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.

Terms and Conditions Applicable to Australia

The following terms and conditions apply to all Participants who are resident in, a citizen of, or otherwise subject to tax in Australia in respect of Restricted Stock Units granted to them ("Australian Participants"). In the event of any conflict between the Plan and this agreement (including these terms and conditions), these terms and conditions shall prevail for Participants who are Australian Participants.

Securities Law Information

The offer of the Restricted Stock Units is made under Division 1A (Employee Share Schemes) of Part 7.12 of the *Corporations Act* (Cth) (**Corporations Act**).

Nature of Plan and Offer

The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act).

Notwithstanding any other provision of the Plan, no Restricted Stock Units may be granted to an Australian Participant:

- (a) if the Australian Participant is not an Employee, Director or Consultant of the Company or any subsidiary of the Company; or
- (b) if the Restricted Stock Units will result in the Australian Participant holding a greater than 10% interest in the Company as determined in accordance with sections 83A-45(6) and (7) of the *Income Tax Assessment Act 1997* (Cth).

References to taxes in clauses 8(a) and 9 of this agreement includes any liability that the Company is required by law to pay as a result of or in connection with the grant of Restricted Stock Units to an Australian Participant or an amount being included in an Australian Participant's assessable income under Division 83A of the *Income Tax Assessment Act 1997* (Cth) in relation to his or her Restricted Stock Units for an income year, including:

- (a) TFN Withholding Tax under section 14-155 of Schedule 1 to the *Taxation Administration Act 1953* (Cth); and
- (b) any superannuation payable in respect of dividend equivalent payments.

Privacy

In addition to clause 14 of this agreement, the Australian Participant understands and acknowledges that:

- (a) the personal information collected, maintained, processed and disclosed may include the Participant's tax file number ("TFN");
- (b) the Australian Participant is not required to provide their TFN and declining to provide their TFN is not an offence, however, there may be financial consequences if the Australian Participant does not provide their TFN;
- (c) where possible, the Company will collect personal information about the Australian Participant directly from the Australian Participant, however on occasion the Company may need to collect personal information about the Australian Participant from its related entities, service providers or other third parties;
- (d) the purposes for which personal information may be collected, maintained, processed and disclosed includes the fulfilment of any legal and regulatory requirements (such as under the *Income Tax Assessment Act 1997* (Cth));
- (e) in order to implement, administer and manage the Australian Participant's participation in the Plan, the Company may disclose personal information about the Australian Participant to the Australian Tax Office;
- (f) if the personal information (other than TFN) the Australian Participant provides to the Company is incomplete or inaccurate, the Company may not be able to implement, administer or manage the Australian Participant's participation in the Plan;
- (g) more information about the way the Company collects, maintains, processes and discloses the Australian Participant's personal information, how the Australian Participant can access and correct that personal information, and how the Australian Participant can make a complaint about a breach of the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (**Privacy Act**), can be accessed by contacting the Australian Participant's local human resources representative.

In the context of the Australian Participant, 'personal information' has the meaning given in the Privacy Act.

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 Unit 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 Committee 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-Verpflichtungen*."

If the Grantee holds shares of common stock acquired under the Plan outside of Austria, the Grantee must submit a report to the Austrian National Bank. An exemption applies if the value of the shares of common stock as of any given quarter does

not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.

Terms and Conditions Applicable to Canada

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

Securities Law Information. The Grantee acknowledges and agrees that: (i) it has not been induced to acquire the Stock Unit Award or any Shares through the Plan and otherwise participate in the Plan by expectation of employment as an Employee or appointment as a Non-Employee Director or continued employment as an Employee or appointment as a Non-Employee Director; and (ii) it 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) and is otherwise in compliance with applicable securities laws, including applicable resale restrictions.

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 Unit 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 Unit 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 will 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 Unit Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

Data Privacy: 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 the Restricted Stock Units 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 Grantee's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Grantee hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.

Data Privacy: 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).

Data Privacy: International Data Transfers. The Grantee's personal data will be transferred from the Grantee's country to the U.S., where the Company is based, and may be further transferred by the Company to the U.S., where its service providers are based.

Data Privacy: 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 ten (10) years after the Grantee participates in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.

Data Privacy: Data Subject Rights. The Grantee understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, 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 or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Grantee's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) 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.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to Denmark

Tax reporting and payment. To the extent the Company or the Grantee's employer have not reported the Stock Unit Award to the Danish Tax Agency, the Grantee is required to report the Stock Unit Award on his/her tax return relative to each year of vesting. To the extent the Grantee and his/her employer have not agreed to apply section 7 P of the Danish Tax Assessment Act to the Stock Unit Award, or to the extent that provision might otherwise be inapplicable, the value of the stock on each day of vesting constitutes taxable income for the Grantee. The Grantee is required to settle the relevant taxes vis-à-vis the Danish Tax Agency. It is of no concern to the Company or any of its Subsidiaries how the Grantee finances any tax burden in this regard.

Treatment of Stock Unit 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 Unit 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 Unit 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 Grantee is required to report shares held in foreign bank/brokerage accounts in the Grantee's tax return under the section on foreign affairs and income.

Labor Law Acknowledgment. By accepting the Stock Unit Awards, the Grantee understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

Terms and Conditions Applicable to Finland

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Grantee must check their pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) as well as any sale or other capital gains and any dividends or refunds of capital and any other income related to such shares and securities are correctly reported. If the Grantee finds any errors or omissions, the Grantee must make the necessary corrections electronically or by sending specific paper forms and by paying any outstanding taxes to the local tax authorities.

Securities Law Information. The Grantee acknowledges that the grant of the Stock Unit Award through a private placement does not constitute a public offering of securities in Finland. Therefore, the Stock Unit Award is not subject to the supervision of the Finnish Financial Supervisory Authority (*Finanssivalvonta*) and no prospectus will be made available through filing or notification with the Finnish Financial Supervisory Authority (*Finanssivalvonta*) in Finland in relation to the Stock Unit Award. The Grantee further acknowledges that pursuant to the Finnish Securities Markets Act (746/2012, as amended) and the EU Prospectus Regulation 2017/1129 (as amended), there is no obligation to publish a prospectus, if securities are offered, allotted or to be allotted to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer

Terms and Conditions Applicable to France

Tax Information. The Stock Unit Award is not intended to be a French-qualified award. Thus, it is not intended to be eligible to the specific French social and tax regime provided for in Article L. 242-1 II 6° of the French social security code and Article 80 quaterdecies of the French tax code, as amended.

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 on Form No. 3916 which must be filed together with his / her annual tax return. Failure to comply could trigger significant penalties. 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 €50,000 must be reported on a monthly basis 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). If the Grantee uses a German bank to effect a cross-border payment in excess of € 50,000 in connection with the sale of the Shares acquired under the Plan, the bank will make the report for the Grantee.

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 (at the latest 14 months after the end of such calendar year). A qualified participation is attained if (i) the value of the Shares acquired exceeds €150,000 or (ii) in the unlikely event the Grantee holds shares of common stock exceeding 10% of the Company's total common stock. No reporting is required if the Company is publicly listed, and the ownership remains below 1 %, even if the acquisition costs exceed € 150,000. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.

Securities Law Information. The grant of the Stock Unit Award under the Plan is exempt or excluded from the requirement to publish a securities prospectus in Germany.

Prohibition of Insider Dealing. The Grantee should be aware of the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as e.g. the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of the Shares acquired under the Plan, if the Grantee has inside information regarding the Company. The Grantee is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extend insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that the Grantee consults with a legal advisor.

Limitation of Liability. The Grantee is responsible for compliance with any laws to be observed by the Grantee in person in conjunction with the participation in the Plan. The Company cannot be held liable if the Grantee violates German law or any other applicable rules to be complied with by the Grantee in conjunction with the participation in the Plan including but not limited to insider dealing restrictions under the Market Abuse Regulation.

Notifications Applicable to Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Agreement, Appendix or the Plan, the Stock Unit 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. The Stock Unit Awards and any Shares issued pursuant to the Stock Unit Awards do not constitute a public offering of securities under Hong Kong law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, the Plan and other incidental communication materials distributed in connection with the Stock Unit Awards (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Sale of Shares. Shares of common stock received at vesting are accepted as a personal investment. In the event the restricted period on the Grantee's Stock Unit Awards expires within six months of the Grant Date and Shares of common stock are issued to the Grantee, the Grantee agrees that they will not offer to the public or otherwise dispose of the Shares of common stock prior to the six-month anniversary of the Grant Date.

Notifications Applicable to Hungary

Reporting Requirement. The Grantee acknowledges that the Plan has to be reported on behalf of the Company to the Hungarian National Bank in its capacity as controlling authority of the stock market in Hungary within 15 days of the completion of the distribution procedure of the Shares.

Securities Law Information. Based on this Agreement the grant of the Stock Unit Award is not intended to be a public offering of securities but rather intended to be a private placement, however, in case of any public offering event to which EU Prospectus Regulation 2017/1129 is applicable, there is a special exemption for employee-share schemes from the obligation to publish a prospectus.

Notifications Applicable to India

Exchange Control Notification. The Grantee understands that they must repatriate any proceeds from the sale of shares of common stock under the Plan and any dividends or any dividend equivalents received in relation to the shares of common stock to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. The Grantee must obtain a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Grantee's employer requests proof of repatriation.

Foreign Asset/Account Reporting Notification. The Grantee is required to declare any foreign bank accounts and any foreign financial assets (including shares of common stock held outside of India) in their annual income tax return. It is the Grantee's responsibility to comply with this reporting obligation and the Grantee should consult their personal legal advisor to determine whether the obligation applies to their personal situation.

Recoupment Policy. Notwithstanding anything to the contrary in the Plan or this Stock Unit Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by the Grantee, then all Restricted Stock Units held by the Grantee, whether vested or unvested, shall be immediately and automatically forfeited, and all the Grantee's rights to such Restricted Stock Units shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, the Grantee shall transfer back to the Company all shares of common stock acquired with respect to Restricted Stock Units then held by the Grantee at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any Restricted Stock Units that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.

Settlement of Stock Unit Award after termination of employment ("Settlement"). If the Stock Unit Award, or a part of it, is settled with the Grantee after the Grantee's Continuous Service terminates like in Sections, including but not limited to, 4(a)(i), 4(a)(ii) or 6(a) of this Agreement, such Settlement shall be carried out only if permitted by, and in accordance with, the Indian exchange control laws including but not limited to the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended from time to time. If the Settlement, whether in whole or in part, is not so permitted under the Indian exchange control laws in force at the time, then Committee or the Company shall have sole discretion to decide an alternative manner in which the Stock Unit Award may be settled in favour of the Grantee. It is hereby clarified that the discretion allowed to the Committee and Company can also include forfeiture of the Stock Unit Award, entirely or in part, to the extent that Settlement is not permitted under the applicable Indian exchange control laws in force at the time of Settlement.

Compliance obligations of the Indian employer ("Indian Company"). On any settlement or divestment of shares underlying this Stock Unit Award and/or reinvestment of proceeds from the sale of such shares, Grantee agrees to provide to the Indian Company in due time, true and accurate details regarding all such transactions, including amount of proceeds received, other shares acquired by Grantee (including potentially shares in other entities unrelated to the Company, and all supporting documenting evidencing such transactions (such as bank account statements or share certificates). It is hereby clarified that the Grantee also permits the Indian Company to disclose such information to an Authorized Dealer Bank, Reserve Bank of India or any other regulatory authority, to comply with the Indian Company's reporting obligations under the Indian exchange control laws or any other laws applicable at that point in time.

Withholding Tax Obligations. Notwithstanding the provisions of the Plan, each Grantee shall pay to the Company or the Indian Company, as the case may be, or make provision satisfactory to the Company or Indian Company for payment of, any taxes required by law of India to be withheld in connection with the Plan, not later than the date of the event creating the tax liability. The Company or Indian Company may, to the extent permitted by law of India, deduct any such tax obligations.

from any payment of any kind otherwise due to the Grantee, including but not limited to his / her future payrolls or other payments due from the Company or Indian Company.

Data Privacy. The Grantee acknowledges that personal information, including sensitive personal data or information, in relation to them may be shared by the Indian Company with and held by the Company, and passed onto a third party advisor, administrator and/or future purchaser of the Company for the purposes of the operation or administration of the Plan. Further information about how the Company will process personal information of the Indian Optionee is set out in the Company's privacy notice.

Grievance redressal in relation to personal data. Any discrepancies and grievances of the Grantee with respect to processing of personal information, including sensitive personal data or information data may be informed to the designated grievance officer of the Company.

Notifications Applicable to Indonesia

Language Acknowledgment. A translation of the documents relating to this grant into Bahasa Indonesia can be provided to the Grantee upon request to the Company's HR department. By accepting the Stock Unit Awards, the Grantee (i) confirms, having read and understood the documents relating to this grant (i.e., the Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.

Persetujuan dan Pemberitahuan Bahasa. Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda apabila diminta kepada departemen Sumber Daya Manusia (SDM) Perusahaan. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-Syarat, termasuk suplemen ini, dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.

Foreign Asset/Account Reporting Notification. The Grantee has the obligation to report your worldwide assets (including foreign accounts and shares of common stock acquired under the Plan) in your annual individual income tax return.

Exchange Control Notification. In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. Generally, for foreign currency transactions against Rupiah exceeding USD 100,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank.

Data Privacy. When carrying out international transfer of personal data belonging to the Grantee, the Company shall comply with the mandatory reporting requirements to the Indonesian Ministry of Communication and Digital Affairs as set out under the applicable law.

Outward remittances. The Grantee understands that remittance of funds pursuant to the Plan is permitted, unless the funds to be remitted are in Rupiah. The Grantee also understands and acknowledges that any offshore transfer of funds in foreign currency in an amount equivalent to USD100,000 shall require evidence of the underlying documents, as well as disclosure of general information on the residency status of the beneficiary, the relationship between the transferor and the beneficiary and the purpose of the transfer.

Inward remittances: The Grantee understands and acknowledges that disclosure may be required to the bank in Indonesia if the Grantee receives a money transfer from offshore, such as when receiving dividends or proceeds of sale of the shares. Bank may require such disclosure since it has the obligation to report fund transfer activities from and to outside Indonesia to

the Centre for the Reporting and Analysis of Financial Transaction (*Pusat Pelaporan dan Analisis Transaksi Keuangan* or PPATK).

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 Chapter 5 Part 5 of the Irish Companies Act 2014, 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

Data Privacy. The Company is based outside of Israel and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company's and the Grantee's employer's data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee's employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee's favor, which data the Company may receive from the Grantee, the Grantee's employer or any other person (all "Personal Data") to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee's employer collecting, processing, maintaining and using the Grantee's Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee's Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee's personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee's employer transferring the Grantee's Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee's employer's transfer to the Company, and the Company's transfer to the Grantee's employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may

remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgement or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

Authorization. The Grantee authorizes the Company and the Grantee's employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of the Grantee's Private Data or other information and consents to the foregoing. The Grantee further authorizes the Company, the Grantee's employer and any Plan administration service provider to discuss the Grantee's participation in the Plan and the Grantee's Personal Data to record such data or information and to keep such data or information in any Grantee's employee or personal file.

Tax Notification. The Grantee's Stock Unit Award Restricted Stock Units are not intended to be tax-qualified under Section 102 of the Income Tax Ordinance and will be subject to tax pursuant to the non-trustee route under Section 102(c)(2). The Grantee will be subject to tax at the time of sale and the Grantee's sale proceeds less any cost of acquisition will be classified as ordinary income, even if such sale occurs following termination of employment. Dividend equivalents will also be classified as ordinary income upon payment. In case of termination of engagement, the Grantee may be required to provide a guarantee for the payment of tax upon sale of the shares, at the discretion of the Company. Any and all taxes due in relation to the Restricted Stock Units and Shares, including any dividend equivalent, shall be borne solely by the Grantee. The Company and/or any subsidiary shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Grantee hereby agrees to indemnify the Company and/or the Grantee's employer and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee. The Company and/or the Grantee's employer, to the extent permitted by law, shall have the right to deduct from any payment otherwise due to the Grantee or from proceeds of the sale of the Shares, an amount equal to any tax required by law with respect to the Restricted Stock Units and Shares including any dividend equivalent. The Grantee will pay to the Company, or the Grantee's employer any amount of taxes that they may be required to withhold with respect to the Restricted Stock Unit Shares that cannot be satisfied by the means previously described.

Language. The Grantee has had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the Agreement, including without limitation this Addendum, and the advice of counsel prior to executing this Agreement. The Grantee acknowledges that it is familiar with the English language and does not require translation to any other language.

המשמעות מצהיר בזאת, כי השפה האנגלית מוכרת לו ואינו זוקק לתרגם לשפה אחרת.

Terms and Conditions Applicable to Italy

Plan Administration and Tax Withholding. Notwithstanding any provision to the contrary in this Agreement (including, without limitation, Section 9), the Company and the Grantee acknowledge that the Grantee's Italian employer has a mandatory and non-waivable obligation to act as a tax withholding agent (sostituto d'imposta) under Italian law. Accordingly, the Italian employer will be responsible for calculating, withholding, and remitting to the relevant authorities all

applicable income taxes (IRPEF) and social security contributions due on the value of the Restricted Stock Units at the time of vesting. The Grantee authorizes the Italian employer to withhold such amounts from the Grantee's regular salary or other compensation.

Taxation of Restricted Stock Units. The Grantee understands that the taxation of the Restricted Stock Units under Italian law occurs in two stages:

- (a) at Vesting: The fair market value of the Shares on the vesting date is considered employment income and is subject to IRPEF and social security contributions. These amounts will be withheld by the Italian employer as described above; and
- (b) at Subsequent Sale of the Shares: Any gain realized upon the subsequent sale of the Shares, calculated as the difference between the sale price and the fair market value on the vesting date, is considered a capital gain and is subject to capital gains tax. The Grantee is personally responsible for reporting this gain on their annual tax return and paying the relevant tax.

Data Privacy Notice. This provision supplements the general data privacy clauses of the Agreement.

The Grantee understands that the Company and its Subsidiaries may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Subsidiary, details of all Awards granted, canceled, vested, unvested or outstanding in your favor ("Data").

The Company will process said Data for the purposes of managing and administering the Plan, fulfilling its obligations under this Agreement, and complying with applicable laws and regulations. The legal basis for this processing is the necessity to perform the contract between the Company and the Grantee (i.e., this Agreement) and the Company's need to comply with its legal obligations under tax, social security, and corporate laws.

The Grantee understands that providing the Company with Data is necessary for participation in the Plan and that the Grantee's denial to provide Data would make it impossible for the Company to perform its contractual obligations and will affect the Grantee's ability to participate in the Plan.

The Grantee understands that Data may be transferred to third-party service providers and other recipients as necessary for the administration of the Plan, and that such recipients may be located in or outside the EU/EEA, such as in the United States. Any transfer of Data outside the EU/EEA will be carried out in compliance with the safeguards provided by the General Data Protection Regulation (EU) 2016/679 ("GDPR"), for example, through the use of Standard Contractual Clauses approved by the European Commission.

The Company will retain Data for as long as necessary to implement, administer and manage the Grantee's participation in the Plan and to comply with its legal obligations, generally for a period of up to 10 years after the termination of the Plan or the Grantee's participation therein.

The processing of Data shall take place in compliance with the GDPR and Legislative Decree no. 196/2003, as amended and supplemented (the "Privacy Code"). The Grantee understands that, as a data subject, they have the right at any time to exercise their rights under Articles 15 to 22 of the GDPR, including the right to access, rectify, or erase their Data, restrict or object to its processing, and the right to data portability. To exercise these privacy rights, the Grantee should contact their local human resources department.

Foreign Asset/Account Reporting Information. If the Grantee is an Italian resident and holds investments or financial assets outside of Italy (e.g., the Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on the RW Schedule). The Grantee should consult with his/her personal tax advisor to determine the specific reporting obligations applicable to their situation.

Foreign Asset Tax Information. If the Grantee is an Italian resident and holds investments or financial assets (e.g., Shares acquired under the Plan) during any fiscal year, the Grantee is required to report such assets on his/her annual tax return (on

the RW Schedule). The Grantee should contact with his/hre personal tax advisor to determine the specific reporting obligations applicable to their situation.

Wealth Tax. The Grantee may be subject to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. The Grantee should consult with his / her personal tax advisor as to whether the aforementioned wealth tax apply to the Grantee in connection with any Restricted Stock Units and/or cash and/or Shares held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any wealth tax in connection with the Restricted Stock Units granted pursuant to this Agreement.

Notifications Applicable to Korea (Republic of)

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. The Grantee should consult with their personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether the Grantee is required to file a report with respect to such accounts.

Tax Liability. In accordance with the Korean Personal Income Tax Law, the Grantee who is a Korean resident is required to report and pay personal income tax on the fair market value of the Restricted Stock Units at the time of vesting. Personal income tax should also be reported and paid on any dividends received from vested Restricted Stock Units.

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.

Notifications Applicable to Malaysia

Monthly Tax Deductions. The shares of common stock received by the Grantee when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If the Grantee elects to satisfy any income tax payable arising from the Restricted Stock Units by himself / herself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, the Grantee is required to inform the Company in writing of his/her choice or of any such arrangement with the local taxing authority at the time of the vesting date.

For the purpose of computing the amount of income tax payable by the Grantee, taking into account the shares of common stock granted to the Grantee under the Plan, in respect of the monthly tax deductions, the Grantee is responsible for informing the Company if he / she is subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if the Grantee is no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of common stock received by the Grantee under the Plan in relation to income tax and the relevant monthly tax deductions shall be satisfied by the Grantee. The Grantee is encouraged to seek professional tax advice regarding his / her individual circumstances.

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 Unit 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 Unit Award does not constitute an employment relationship between the Grantee and the Company. The Grantee has been granted the Stock Unit 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.

Tax Liability. In accordance with the Mexican Income Tax Law, any income obtained by Mexican resident individuals from a grant by their employer, or any related party to the employer, of shares issued by the employer, or any related party to the employer, at no cost, or at a discount (with respect to their market value at the vesting date), is considered salary income. The taxable income is determined based on the market value of the shares at the vesting date. Any price or premium paid by the employee shall be deducted. The net income will be subject to the ordinary progressive income tax rate (i.e. 1.92-35%).

Tax Withholding. In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the Restricted Stock Units. Thus, the Mexican employer will be obligated to withhold income tax from the employee with respect to any taxable income derived from the grant of Restricted Stock Units. Therefore, as a condition precedent to the issuance or delivery of any Restricted Stock Units pursuant to grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any Restricted Stock Units pursuant to a grant until such withholding is applied by the Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.

Restrictive Covenants. For the purposes of the Award, the Grantee's employment will be considered exclusively with the Company's entity in Mexico (the "Mexico Subsidiary").

The confidential information shall be treated as an industrial secret and, as such, shall be subject to the provisions of Articles 163, 164, 165, 166, 167, 168 and 169 of the Federal Law for the Protection of Industrial Property 2020 ("LFPPI") in effect in Mexico, in conjunction with Articles 402, II-VI and 403 of the LFPPI, as well as Articles 210 and 211 of the Federal Penal Code.

In the event that the Grantee fails to comply with any of the confidentiality obligations within the specified timeframes, the Company or the Mexico Subsidiary shall have the right to seek a contractual penalty, as determined by the appropriate judicial authority. The parties acknowledge that such penalty shall be proportionate to the damages incurred by the Company due to the Grantee's breach of this Agreement.

The Grantee acknowledges that the compensation received during their employment is sufficient to satisfy the non-compete and non-solicitation provisions in Section 7 of the Agreement. The Grantee affirms that this compensation, including any awards, is entirely reasonable. However, unless Mexico's Subsidiary decides otherwise, the Grantee may be offered additional compensation in exchange for compliance with the non-compete and non-solicitation provisions. In such a case, the terms of such additional compensation shall be formalized through a separate agreement.

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.

Data Privacy. The Grantee understands that in the context of this Agreement and the Plan the Company and any Subsidiaries may hold and process certain personal information about the Grantee, i.e. the Grantee's name, signature, home address and telephone number, date of birth, citizen service number (BSN) or other identification number (insofar as allowed under the national laws), salary, nationality, job title, bank account and/or payment details, any shares or directorships held in the Company or any Subsidiaries, details of all Awards, or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor. This personal information qualifies as personal data within the meaning of the EU 2016/679 General Data Protection Regulation (the "GDPR") (hereafter: "Personal Data"). The Personal Data shall, upon participation in the Plan, be provided to the Company by the relevant Subsidiary.

The Controller of the processing of these Personal Data under the Plan is Jabil Inc., with registered offices at 10800 Roosevelt Boulevard North, St. Petersburg, Florida 33716, United States of America. The Controller and its representatives in the Netherlands are available by contacting the Company's legal department (entity management).

The Personal Data will be processed for the exclusive purpose of (i) allocating Shares, (ii) implementing, managing and administering the Grantee's participation in the Plan, (iii) communicating with the Grantee in connection with the Plan, (iv) internal administration, (v) complying with the Company's legal obligations, and (vi) for the purposes of the Company's legitimate interests such as to establish, exercise or defend its rights and legal position and to monitor compliance with the Plan (the "Purposes"), in accordance with the applicable data privacy laws including the GDPR and the Dutch GDPR Implementation Act.

The Company's legal bases for the processing of Grantee's Personal Data for the abovementioned Purposes are: (i) complying with legal obligations that apply to the Company, including obligations under fiscal, tax, labour and securities laws, (ii) performing its contractual obligations as described in the Agreement and/or the Plan (as applicable), and (iii) the legitimate interests pursued by the Company in relation to the management, improvement and protection of the Plan, including internal administration and processing in the context of the establishment, exercise or defense of a legal claim in relation to the Agreement.

The Grantee also understands that providing the Company with the Personal Data included above is necessary for the performance of the Plan and that the Grantee's refusal to provide such Personal Data or otherwise would prevent the (further) collection and transfer of his/her Personal Data by the Controller, could make it impossible for the Company to perform its (contractual or legal) obligations and may affect the Grantee's ability to participate in the Plan. As the Grantee's participation in the Plan is purely voluntary, this would not affect the Grantee's existing employment, career, nor salary; instead, the Grantee merely may forfeit the opportunities associated with the Plan.

The Grantee understands that the Personal Data will be shared with the stock plan services provider(s) designated by the Company (presently or in the future), or other third parties involved in or furthering the implementation, management and administration of the Plan. Such service providers act only upon the explicit instructions of the Controller and do not process the Personal Data for any other purpose than the Purposes listed above. In addition, the Company has ensured that such service providers have appropriate technical and organizational security measures in place to guarantee an adequate level of protection of the Personal Data. In addition, the Company may also share the Personal Data with external advisors or lawyers, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent supervisory authorities, in so far as this is necessary for the Purposes. The Grantee may at any time request a list of the recipients of the personal Data by contacting his/her local human resources representative.

The Grantee understands that the recipients of the Personal Data may be located in the United States or other countries outside the European Economic Area (the "EEA") and that the recipients' country may therefore not have or may have different data privacy laws and protection than the Grantee's country. The (international) transfer of Personal Data between the Company and third parties outside the EEA shall be based on adequate transfer mechanisms such as the EU Model Clauses in combination with a data transfer impact assessment or any other mechanism in accordance with article 44 et seq. GDPR, and in line with the recommendations of the European Data Protection Board. For more information on the transfer mechanisms used, and/or to obtain a redacted copy of such appropriate safeguards, the Grantee may contact his/her local human resources representative. In the absence of appropriate safeguards, Grantee's Personal Data will not be transferred to a third party located outside the EEA, unless a specific derogation applies in the sense of article 49 of the GDPR.

The Controller will take steps to ensure Personal Data is accurate and up to date. From time to time the Grantee will be required to review and update his/her Personal Data. Personal Data will only be held for as long as it is necessary for the Purposes listed above. The Personal Data shall be retained for 7 years after participation in the Plan has been terminated, unless longer retention of Personal Data is required, for example based on a legal obligation or in order to establish, defend or exercise a legal position.

Under the GDPR, the Grantee (as a 'data subject') has certain rights in relation to his/her Personal Data. Therefore, upon written request to the local human resources representative, the Grantee may at any time, without any cost and under certain circumstances in accordance with the GDPR:

- (i) be given access to his/her Personal Data;
- (ii) receive information about the processing of his/her Personal Data;
- (iii) request restriction of (part of) the processing of his/her Personal Data;
- (iv) request rectification or erasure of (part) of his/her Personal Data;
- (v) exercise his/her rights to data portability, within the limits set in the GDPR; and/or
- (vi) lodge a complaint with the competent supervisory (national) authority, in the Netherlands being the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*), in case the Grantee considers that there has been an infringement of the Data Protection laws.

The Grantee may also object to the processing of his/her Personal Data within the limits set in the Data Protection laws.

Dividend Equivalents. This provision supplements Section 8 of this Agreement. 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 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. At

the time the Dividend Equivalents become taxable, which will generally occur upon settlement or payout, such payments shall be made net of all amounts required to be withheld under applicable law, including, without limitation, federal, state, local and foreign income taxes, Dutch personal income tax (*inkomstenbelasting*), Dutch payroll tax (*loonbelasting*), social security contributions and any similar levies or deductions, subject to Section 9.

Responsibility for Taxes and Withholding. This provision applies in lieu of Section 9 of this Agreement. 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, payroll tax, payment on account, social security or similar levies or deductions required by applicable law 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.

The Grantee shall satisfy his or her obligation to advance the Tax-Related Items by the Company withholding whole Shares which would otherwise be delivered to Grantee upon vesting of the Restricted Stock Units having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Tax-Related Items. Notwithstanding the foregoing, the Grantee may elect to satisfy his or her obligation to advance the Tax-Related Items by any of the following means:

- (a) a cash payment to the Company;
- (b) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (c) withholding from dividend equivalent payments (payable in cash) related to the Shares to be delivered at settlement.

This election is subject to the prior approval of the Grantee's employing entity or, as applicable, the Dutch wage tax withholding agent (*inhoudingsplichtige*). If, as a result of the Grantee's election, the Company advances any amounts in respect of the Tax-Related Items, the amount advanced shall constitute a recoverable receivable (loan) from the Company to the Grantee from the date of the advance until repayment. Unless interest accrues on such receivable at an arm's-length market rate for the period outstanding, the Grantee may realize a taxable benefit for Dutch payroll tax and social security purposes. The Grantee shall be solely responsible for any resulting Dutch payroll taxes, social security contributions, or similar levies or deductions required by applicable law.

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.

Notification Applicable to Philippines

Securities Law Requirement. The grant of the Restricted Stock Units ("RSUs") to the Employees and Non-Employee Directors of the Philippine Subsidiary/Subsidiaries of the Company and the implementation of the Plan in the Philippines is

subject to first obtaining from the Philippine Securities and Exchange Commission of an exemption from the requirement of securities registration under the Philippine Securities Regulations Code, and to such exemption remaining valid during the Plan implementation.

Data Protection. The Company and its Philippine Subsidiaries/Subsidiary shall comply with the Philippine Data Privacy Act and its implementing rules and regulations (the “DPA”) and other applicable data privacy or data protection laws when processing personal information arising from or processed pursuant to the Plan including obtaining, where applicable, the consent of the participant to the processing of his or her personal information, advising the participant of his/her rights under the data privacy/protections laws, complying with the data sharing and data transfer requirements, if applicable, and instituting and implementing organizational, physical and technical security measures to protect the personal information.

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. In this connection, the Grantee hereby consents to the collection, use, storage, outsourcing, sharing/transfer, and any other processing of his/her personal data by the Company, the Philippine Subsidiary/Subsidiaries, the other entities mentioned in the Plan and in the Agreement, for the purposes set out herein and to comply with relevant laws. In giving this consent, the Grantee hereby acknowledges that he/she has been given the information required under the DPA. The above provisions are in addition to the data privacy provisions under the Plan and in the Agreement.

Discretionary Benefit. The Plan is a discretionary benefit operated by the Company which is not an employer of the Grantees, and no Grantee participates as of right in the Plan. In addition to the provisions in the Plan and in the Agreement on similar matters, the grant of Award under the Plan and in the Agreement is non-precedent setting and does not imply a right to participate or to be considered for participation in a later grant. Rights granted under the Plan are not part of, and are separate from any rights granted under, the employment contract, and are not part of the Grantees’ employment benefits.

Tax Consequences. No Philippine taxes are due upon the grant or vesting of the RSUs or upon the accrual of any dividend equivalents. Upon settlement of the RSUs in shares, participants will generally be subject to Philippine income tax at the applicable schedular rates (up to 35%) on the fair market value of the shares received, including any dividend equivalents paid in cash. Participants who qualify as mixed-income earners (i.e., those engaged in trade or business while also earning compensation income) may elect to be taxed at the flat 8% rate, provided their gross annual sales or receipts and non-operating income do not exceed PhP3,000,000, and only to the extent the RSU income is not classified as compensation.

If the local employer or affiliate bears or records any portion of the cost of the RSUs or is involved in the administration of the Plan, the value of such shares and dividend equivalents will be treated as compensation income for employees upon settlement. In such case, the local employer or affiliate will be required to withhold and remit the applicable withholding tax on compensation. For non-employee directors, the local employer or affiliate must withhold and remit expanded withholding tax (EWT) at the rate of 5%, if the payee’s gross sales for the year do not exceed PhP3,000,000, or at 10% in all other cases.

Participants remain responsible for the filing and payment of any additional taxes due in respect of other income or any shortfall between their total tax payable and the amount withheld by the local employer or affiliate.

Any gain realized by the participant upon the subsequent sale of shares acquired under the Plan will generally be subject to a final capital gains tax of 15% on the net gain. Sales or transfers of shares listed and traded through a local or foreign stock exchange are exempt from documentary stamp tax. Private or off-exchange transfers of shares may be subject to documentary stamp tax at the rate of PhP1.50 for every PhP200 of par value (approximately 0.75%), and gratuitous or below-value transfers of shares may be subject to donor’s tax at 6% on the excess of the fair market value over the consideration received, net of the PhP250,000 annual exemption.

Tax Compliance and Participant Responsibility. The participant acknowledges that the local employer or affiliate, where required by applicable law, may withhold or collect any taxes due in connection with the settlement of the RSUs or the payment of dividend equivalents. The Company, its subsidiaries, and affiliates may take such action as they consider

appropriate to comply with applicable tax withholding or reporting obligations, including through the sale or retention of shares or the deduction of amounts otherwise payable to the participant.

Participants remain personally responsible for any taxes or other obligations that may arise in connection with their participation in the Plan, including any tax due upon settlement of the RSUs, payment of dividend equivalents, or sale or transfer of shares acquired under the Plan. The Company, its subsidiaries, and affiliates make no representation or undertaking regarding the tax treatment of participation in the Plan and are not providing tax, legal, or financial advice. Participants are strongly encouraged to seek independent professional advice regarding the local tax consequences of participation in the Plan and any subsequent disposal of shares.

Additional Requirements. The Company and the Committee 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 pursuant to the Agreement, to the extent the Company, its Philippine Subsidiary/Subsidiaries or the Committee 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.

Acknowledgment. In accepting the Award, the Grantee acknowledges that he or she has received, or has access to, a copy of the Plan and has reviewed the Plan in its entirety and fully understands and accepts all provisions of the Plan

Notifications Applicable to Poland

Exchange Control Notification. If the Grantee transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds may need to be transferred via a Polish bank account. The Grantee is required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.

Foreign Asset/Account Reporting Notification. Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. The Grantee should consult with their personal legal advisor to determine their personal reporting obligations.

Notifications Applicable to Singapore

Restriction on Sale and Transferability. The Grantee acknowledges that the Plan, this Stock Unit Award and the terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this Stock Unit Award, the terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award may not be circulated or distributed, nor may the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 ("SFA"), save for section 280 of the SFA. The Grantee further acknowledge that any transfer and/or disposal of the Stock Unit Award and/or shares of common stock underlying the Stock Unit Award by you (as may be allowed under the Plan, this Stock Unit Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant Stock Unit Award and/or shares of common stock underlying the Stock Unit Award.

Notification under Section 309B(1) of the SFA. The Stock Unit Award and Common Units are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment

Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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.

Data Protection. The Grantee acknowledges that:

- (a) personal data of the Grantee as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or this Agreement, and/or which is otherwise collected from the Grantee (or their authorised representatives) will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, facilitating the Grantee's participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to the Grantee from time to time;
- (b) by participating in the Plan, the Grantee also consents to the collection, use and disclosure of his/her personal data for all such purposes, including disclosure of personal data of the Grantee held by the Company to any of its subsidiaries and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Grantee also warrants that where he discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or this Agreement, he has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Grantee shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Grantee's breach of this warranty.
- (d) To the extent that the Grantee withdraws consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.

Terms and Conditions Applicable to Spain

Labor Law Acknowledgment. By accepting this Stock Unit Award, the Grantee acknowledges that they understand and agree that they consent to participate in the Plan and that they have received a copy of the Plan. The Grantee understands that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or

otherwise bind the Company or any of its subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. Further, the Grantee understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary Stock Unit Award since the future value of the Stock Unit Awards and shares of common stock is unknown and unpredictable. In addition, the Grantee understands that the Stock Unit Award would not be made to them but for the assumptions and conditions referred to above; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any Stock Unit Award shall be null and void.

The Grantee also understands and agrees that, as a condition of the grant of the Stock Unit Award, the termination of the Grantee's employment for any reason (including the reasons listed below), the Stock Unit Award will cease vesting immediately effective on the date the Grantee is no longer providing services to the Grantee's employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, the Grantee understands and agrees that the Stock Unit Award will be forfeited without entitlement to the underlying shares of common stock or to any amount as indemnification in the event of a termination of the Grantee's employment as described in the Terms prior to expiration of the restricted period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Grantee's employer and under Article 10.3 of the Royal Decree 1382/1985.

Foreign Investment Reporting Notifications. The Grantee acknowledges that foreign investments held by him/her, including shares of common stock acquired under the Plan and any other foreign investments of the Grantee, must be reported electronically by the latter to the Statistics Department of the Bank of Spain if the total amount of such foreign investments reaches or exceeds €1,000,000 with the following frequency: (i) on an annual basis, for foreign investments that do not reach €100,000,000, (ii) on a quarterly basis, for foreign investments ranging between €100,000,000 and €300,000,000, or (iii) on a monthly basis, for foreign investments of over €300,000,000, and shall be submitted to the Bank of Spain within twenty days after the end of the month, quarter or year, as appropriate. For further information in this regard please check the website of the Bank of Spain at <https://sedelectronica.bde.es/sede/es/tramites/presentacion-residentes-transacciones-exterior-p158.html>.

Foreign Asset/Account Reporting Notification. The Grantee may be subject to a tax reporting obligation if the Grantee holds assets (either as holder or as ultimate beneficial owner) and/or have bank accounts outside of Spain (either as holder, representative, authorize person, beneficiary, person with powers of disposal over or as the ultimate beneficial owner of such accounts). If the value of the assets, including shares of common stock, dividends, dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, the Grantee will be required to report the assets and/or bank accounts on their annual tax return for such year (or at any time during the year in which the Grantee disposes of such right or asset). After the assets and/or bank accounts are initially reported, the Grantee will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year. The Grantee should consult with their personal tax and legal advisors to ensure compliance with their personal reporting obligations.

Securities Law Information. The Plan and the terms have not been nor will they be registered with the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores), and do not constitute a public offering prospectus for the purposes of the Prospectus Regulation. Therefore, the Restricted Stock Units, or the Shares underlying the Restricted Stock Units, will not be offered or distributed in Spain, except in circumstances where (i) they are not considered a public offering (*oferta pública*) under Spanish law, (ii) they do not require the publication of a prospectus, or (iii) they are made pursuant to an applicable registration exemption, all in accordance with the Prospectus Regulation and Spanish law.

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. In Switzerland, the grant of Restricted Share Units is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the Award granted pursuant to the Agreement. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

Tax Reporting Information. (i) At grant. The Grantee will receive an addendum to their annual salary statement, reporting the details of their Stock Unit Awards granted to them. The Grantee is required to file such addendum with their tax return. Furthermore, the Grantee is required to declare all Stock Unit Awards granted to them under the Plan which should not be subject to the net wealth tax, but must be reflected "pro memoria" in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return. (ii) At vesting. The Grantee will receive an addendum to the annual salary statement, reporting the taxable income realized upon vesting of the Stock Unit Awards granted to them. The Grantee is required to declare such income in and to file the addendum with their tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Grantee is required to file with their annual tax return.

Data Privacy – Transfer of personal data to the United States. The Grantee acknowledges and agrees that their personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to the Grantee's personal data with or without the Grantee's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

Employment Law Information. The Restricted Units Award is made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

Termination of Employment. For purposes of the Stock Unit Award, the date of the Grantee's termination of employment shall be (i) the date on which the Grantee's employment is terminated, or, (ii) in case of termination for cause within the meaning of Art. 337 of the Swiss Code of Obligation, the date on which the Grantee receives notice of termination. For the purpose of section 6, a Grantee residing and working in Switzerland will qualify as a "Non-EU/UK Grantee".

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.

Exchange Control Notification. The Grantee may acquire and remit foreign currency (including proceeds from the sale of shares of common stock or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$10,000,000 per year without justification. Remittance of funds related to the sale of shares of common stock should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, the Grantee must submit a Foreign Exchange Transaction Form.

Restrictive Covenants. In consideration for the Grantee's performance of the post-termination non-compete obligation under Section 7(a)(i) of this Agreement, the Grantee's employer shall, subject to the paragraph below, pay to the Grantee the higher of (a) the minimum non-compete compensation, if any, required by the applicable local laws and regulations where the Grantee is employed, and (b) the non-compete compensation, if any, that has been agreed by and between the Grantee and its

employer in any separate non-compete agreement. The employer shall no longer be obligated to pay the Grantee the above-mentioned compensation if during the non-compete period in Section 7(a) the employer releases the Grantee from the non-compete restriction under Section 7(a) by giving the Grantee a notice, or the Grantee accepts new employment or engages in any other activity with a Competitor with the written consent of the employer, or there occurs any other circumstance that the Grantee is no longer able to work (e.g., death or disability).

Terms and Conditions Applicable to the United Arab Emirates

IMPORTANT NOTICE: The Agreement, the Plan and all other materials pertaining to the Plan (together, the “Plan Materials”) have not been reviewed or approved, nor are they subject to any form of regulation, by any regulatory authority in the United Arab Emirates (the “UAE”) including the Securities and Commodities Authority, the Central Bank, the Dubai Financial Services Authority or the Financial Services Regulatory Authority (each a ‘Regulatory Authority’, together the “Regulatory Authorities”). The Regulatory Authorities have no responsibility for reviewing or verifying the Plan Materials. Accordingly, the Regulatory Authorities have not approved the Plan Materials nor taken any steps to verify the information set out in the Plan Materials, and have no responsibility for them.

The Grantee acknowledges that any communications by the Company in respect of the Plan have been made following an expression of interest by the Grantee as to the Grantee’s potential eligible to participate in the Plan. The Company has not otherwise taken steps to promote, recommend or advise the Grantee in respect of the Plan at any time including prior to the Grantee’s expression of interest.

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 Plan Materials, the Grantee should obtain independent professional advice. The Stock Awards and any Shares issued pursuant to the Stock Awards do not constitute a public offering of securities under UAE law and are available only to eligible employees of the Company or its subsidiaries, affiliates and joint ventures. The terms, including this Agreement, Plan Materials and other incidental communication materials distributed in connection with the Stock Awards (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in the UAE and (ii) are intended only for the personal use of each eligible employee of the employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.

Data Privacy. The Company is based outside of the UAE and grants Restricted Stock Units under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If the Grantee would like to participate in the Plan, the Grantee should carefully review the following information about the Company’s and the Grantee’s employer’s data processing practices.

Data Collection, Processing and Usage. The Company and/or the Grantee’s employer may collect, process, maintain and use personal data of the Grantee, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any options, Shares or directorships held in the Company, and details of all Restricted Stock Units, options or other rights to purchase Shares canceled, vested, or outstanding in the Grantee’s favor, which data the Company may receive from the Grantee, the Grantee’s employer or any other person (all “Personal Data”) to, among other things related to the Restricted Stock Units and Shares issued pursuant to exercise of the Restricted Stock Units, implement, administer or manage the Plan. The Grantee agrees and consents to the Company and/or the Grantee’s employer collecting, processing, maintaining and using the Grantee’s Personal Data.

Plan Administration Service Providers. The Company may transfer the Grantee’s Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share the Grantee’s personal Data with such other service provider. The Grantee hereby agrees and consents to the Company and/or Grantee’s employer transferring the Grantee’s Personal Data to any of such service providers.

Data Transfers. The Grantee consents and agrees to the Grantee’s employer’s transfer to the Company, and the Company’s transfer to the Grantee’s employer, of any Personal Data of the Grantee. For purpose of transfer of such Personal Data by the

Grantee's employer, the Grantee appoints the Company to act as the Grantee's agent, understands and agrees that (i) such transfer may therefore be considered to be made to the Company by the Grantee, and (ii) that the Company or the Grantee's employer may transfer any of the Grantee's Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan. The Company is based in Delaware and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of the UAE. This means that the Grantee's Personal Data will be transferred and disclosed to persons, and maintained, outside of the UAE. The UAE has enacted data privacy laws that are different from, and may be less protective of the Grantee than, the privacy laws of the State of Delaware and even from other countries in which Plan administration service providers may be based or where Shares may be traded. Nevertheless, the Grantee hereby agrees and consents to the transfer to, and use and maintenance of, its Person Data, outside of the UAE and agrees and acknowledges that such Personal Data may be subject to potentially lesser protections once outside of the UAE than what is otherwise provided under the UAE law.

Data Retention. The Company will use the Grantee's Personal Data to, among other things, 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 security laws. When the Company no longer needs the Grantee's Personal Data for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and the Grantee hereby consents to such retention.

Voluntariness. The Grantee's participation in the Plan and the Grantee's understanding, agreements and grants of consent herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data is purely voluntary. The Grantee may deny or withdraw the Grantee's agreements and consents herein to the collection, processing, maintenance, use and transfer of the Grantee's Personal Data at any time. If the Grantee denies or withdraws such consent, the Grantee would not be able to participate in the Plan. This would not affect the Grantee's salary as an employee of the Grantee's employer or the Grantee's career with the Grantee's employer; the Grantee would merely forfeit the opportunities associated with the Plan.

Additional Legal Basis. The Grantee understands and agrees, that the Company and/or the Grantee's employer may rely on a legal basis other than the Grantee's consent for the collection, processing, maintenance, use or transfer of the Grantee's Personal Data. The Grantee further understands, and agrees, that the Company and/or the Grantee's employer may request the Grantee to provide another data privacy consent or a data privacy consent acknowledgement or agreement that the Company and/or the Grantee's employer may deem necessary or advisable to obtain under current or future data privacy laws in the UAE. The Grantee understands that the Grantee may be unable to participate in the Plan if the Grantee fails to execute any such consent, acknowledgement or agreement.

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.

At the election of the Company, the Grantee shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.

In the event the Grantee has failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, the Grantee shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within sixty (60) days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which the Grantee shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

Restrictive covenants. Section 7 of the Agreement shall be governed by the laws of England and Wales. The restricted periods in Section 7 of the Agreement shall be reduced by any period the Grantee spends on garden leave.

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: January 9, 2026

/s/ MICHAEL DASTOOR

Michael Dastoor
Chief Executive Officer

CERTIFICATIONS

I, Gregory B. Hebard, 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: January 9, 2026

/s/ GREGORY B. HEBARD

Gregory B. Hebard
Chief Financial Officer

**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 November 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Form 10-Q”), I, Michael Dastoor, 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: January 9, 2026

/s/ MICHAEL DASTOOR

**Michael Dastoor
Chief Executive Officer**

**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 November 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Form 10-Q”), I, Gregory B. Hebard, 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: January 9, 2026

/s/ GREGORY B. HEBARD

**Gregory B. Hebard
Chief Financial Officer**