

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

JABIL INC.,

Plaintiff,

v.

ESSENTIUM, INC.; ESSENTIUM
MATERIALS, LLC; BLAKE TEIPEL,
ERIK GJOVIK; WILLIAM “TERRY”
MACNEISH III; LARS UFFHAUSEN;
JASON GREENE, CHAD EICHELE;
STEVEN BIRDWELL; and GENE
BIRDWELL,

Defendants.

Case No. 8:19-cv-1567-T-23SPF

SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Jabil Inc., sues Defendants Essentium, Inc. (“Essentium”), Essentium Materials LLC (“Essentium Materials”), Blake Teipel, Erik Gjovik, William Jack “Terry” MacNeish, III, Lars Uffhausen, Jason Greene, Chad Eichele, Steven Birdwell, and Gene Birdwell, and alleges as follows:

NATURE OF ACTION

1. This is an action for misappropriation of trade secrets and other intentional misconduct relating to Jabil’s 3D printing technology.
2. Over the course of several years, Jabil invested millions of dollars and devoted thousands of engineering hours to developing “TenX,” a fused filament fabrication printer that offers substantially more speed and flexibility than its legitimate competitors.
3. Essentium’s “High Speed Extrusion” line of 3D printers is not, however, a

legitimate competitor. Rather than devoting its own resources and time to developing its own commercially viable printer, Essentium conspired with its Codefendants—a group of now-former Jabil employees—to steal highly confidential designs, vendor relationships, and other trade secrets and use them to replicate Jabil’s TenX.

4. Essentium’s HSE printers are, foundationally, outdated iterations of Jabil’s TenX. They are made by former Jabil engineers, from Jabil designs, using components sourced from vendors that Jabil identified and vetted. Indeed, in an audacious nod to the true origin of its printers, Essentium has boasted in its advertisements that its HSE printers operate at “10X” their competitors’ speed.

5. Jabil brings this action to prevent further misuse of its technology and to obtain compensation for Defendants’ unjust enrichment from the sale of HSE printers and associated materials.

PARTIES

6. Plaintiff, Jabil Inc., is a Delaware Corporation with its principal place of business in Florida.

7. Defendant Essentium, Inc., is a Delaware Corporation with its principal place of business in Texas.

8. Defendant Essentium Materials LLC is a limited liability company formed and principally operating in Texas.

9. Defendant Blake Teipel is a natural person domiciled in Texas.

10. Defendant Erik Gjovik is a natural person domiciled in California.

11. Defendant William Jack “Terry” MacNeish, III, is a natural person domiciled in California.

12. Defendant Lars Uffhausen is a natural person domiciled in New Jersey.

13. Defendant Jason Greene is a natural person domiciled in California.

14. Defendant Chad Eichele is a natural person domiciled in California.

15. Defendant Steven Birdwell is a natural person domiciled in Texas.

16. Defendant Gene Birdwell is a natural person domiciled in Texas.

JURISDICTION AND VENUE

17. This Court has federal-question jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 because Defendants have violated or conspired to violate the Defend Trade Secrets Act, 18 U.S.C. § 1836, and the Computer Fraud and Abuse Act, 18 U.S.C. § 1030. This Court has supplemental jurisdiction over Jabil’s state-law claims pursuant to 28 U.S.C. § 1367.

18. This Court has personal jurisdiction over Defendants pursuant to Section 48.193(1)(a), Florida Statutes, because Defendants committed, aided and abetted, or participated in a conspiracy to commit intentional torts in the State of Florida.

a. For instance, Defendants Gjovik and MacNeish, along with former Jabil employee Gregory Ojeda, repeatedly travelled to Jabil’s headquarters in St. Petersburg, Florida, where they engaged in activities directly related to Jabil’s TenX program while simultaneously concealing their efforts and those of their coconspirators to misappropriate and otherwise misuse Jabil’s trade secrets and other highly confidential information for their own benefit. Among other acts of intentional misconduct that were committed in Florida and relate

directly to the claims asserted in this Complaint, Erik Gjovik, acting on behalf of himself and his coconspirators, travelled to Jabil's St. Petersburg headquarters in August 2017, where he requested funding and other resources from Jabil's executive leadership while willfully concealing that he and his coconspirators were continually and unlawfully expending Jabil resources to create or support a direct competitor to Jabil's TenX program.

b. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, Uffhausen, Greene, and Eichele conspired with and aided and abetted Gjovik, Ojeda, and MacNeish. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen also committed independent intentionally tortious conduct, including by tortiously interfering with contracts of employees of Jabil, which Defendants knew (a) provided for Florida jurisdiction and (b) would cause damage to Jabil at its headquarters in St. Petersburg, Florida.

19. Exercising jurisdiction over Defendants also comports with Due Process. Defendants Gjovik, MacNeish, Greene, and Eichele each consented to Florida jurisdiction in one or more contracts, including the Commitments of Confidentiality and Separation Agreements discussed below. All Defendants have committed, aided and abetted the commission of, or engaged in an ongoing conspiracy to commit intentionally tortious acts—including intentional breaches of fiduciary duties—directly aimed at and predictably damaging Jabil, which has its principal place of business and employs more than 2,000 men and women in Florida. Defendants have thus purposefully availed themselves of this Court's jurisdiction.

20. Under 28 U.S.C. § 1391(b)(2), venue is proper in the U.S. District Court for the Middle District of Florida, Tampa Division, because a substantial part of the events or omissions giving rise to the claims in this action occurred here.

GENERAL ALLEGATIONS

I. Fused filament fabrication printers have historically faced substantial heating and speed hurdles.

21. This action involves additive manufacturing, a process more colloquially known as “3D printing.”

22. There are several ways to “print” a three-dimensional object, one of which is fused filament fabrication (“FFF”).

23. In general, FFF printers function by feeding material in the form of a thread-like filament through a heated extruder, which melts and deposits the material onto a horizontal platform. By moving the extruder along x-y axes during the extrusion process, the printer can deposit the material in a pattern that forms a layer of an object. Then, by lifting the extruder or lowering the horizontal platform along a z axis before repeating the extrusion process, the printer can fuse multiple layers together to fabricate a three-dimensional object.

24. FFF printing technology has existed for many years, but several challenges have historically limited its commercial value. One challenge pertains to heating. If an extruder head cannot quickly heat filament to the material’s desired extrusion temperature, then it cannot efficiently print 3D objects from that material. A second challenge is filament-extrusion speed. A FFF printer can only print as fast as it can drive filament through its extruder head. And a third challenge is motion control. Extrusion speed adds little value if a FFF printer cannot accurately and quickly extrude the material into a layered pattern. A FFF

printer that can dynamically overcome these three challenges has substantial economic value in the still-developing 3D-printer market.

II. Through years of effort and millions of dollars in expenditures, Jabil developed a best-in-class FFF printer: TenX.

25. In late 2014, Jabil elected to devote substantial time and resources to 3D-printing research and development.

26. Initially, Jabil intended to focus on providing services and materials that other companies could use to support and improve their existing 3D printers.

27. Through its diligence and initial efforts, however, Jabil soon determined that it could leverage its cross-industry experience to develop its own market-leading FFF printer using specialized heating components, direct-drive motors, carefully calibrated closed-loop motion control, and other highly confidential design elements. The resulting printer would substantially overcome the heating, speed, and control limitations that had historically constrained other FFF printers.

28. As part of its efforts to bring this important and confidential project to fruition, Jabil added three new employees to its additive-manufacturing group: Defendant Erik Gjovik, Defendant William “Terry” MacNeish, and Gregory Ojeda. Gjovik was hired as the group’s Director of Engineering Services. MacNeish was hired as its Sr. Principal Design Engineer. Ojeda was hired as the group’s Business Development Manager.

29. Jabil later expanded its additive manufacturing group, including by hiring Defendants Jason Greene and Chad Eichele. Both were hired as an Engineer V.

30. Among other compensation, Gjovik, Ojeda, MacNeish, Greene, and Eichele were all offered a substantial salary, bonus eligibility, and stock options.

31. In return, and as a condition of employment, each acknowledged in writing that he had “accepted a position of trust which requires the maintenance of confidential and proprietary information.” Complete, accurate, and authentic copies of the employment offers and acknowledgements are attached as **Composite Exhibit A**.

32. Each also executed a Commitment of Confidentiality. Through the Commitments of Confidentiality, Gjovik, Ojeda, MacNeish, Greene, and Eichele agreed, among other things, that:

a. They would develop or have access to “Trade Secrets” and “Proprietary Materials”;

b. They were assigning to Jabil all “Work Product,” which includes all “inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of [their] employment or related to Jabil’s business; or (ii) conceived in whole or in part by using Jabil’s time or resources”;

c. They were agreeing not to “exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement’s purpose”; and

d. They were agreeing not to “solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil’s business.”

33. The Commitments of Confidentiality are effective until “two years after [each employee’s] employment ends” for all issues other than trade secrets, and are effective as to

trade secrets as long “as the information in question constitutes a trade secret under applicable law.” Complete, accurate, and authentic copies of the executed Commitments of Confidentiality are attached as **Composite Exhibit B**.

34. Ultimately, with the support of millions of dollars in Jabil expenditures and thousands of hours of engineering time from Jabil engineers both in the United States and abroad, Gjovik, Ojeda, MacNeish, Greene, Eichele, and the rest of their 3D-printing team successfully developed the new FFF printer. Because the resulting printer was capable of operating ten times faster than the next-fastest commercially available FFF printer, Jabil named its new printer “TenX.”

III. Gjovik, MacNeish, and others betrayed Jabil’s trust and set the stage for Essentium to raid Jabil’s TenX program.

35. While Gjovik, Ojeda, and MacNeish were helping develop TenX at Jabil, they were also privately planning to use TenX technology, designs, business plans, and associated vendor relationships to “spin off” their own company. At least as early as 2016, they began conspiring to either start a new company in which Jabil had only a minority equity interest, start an entirely independent company, or—as would ultimately happen—offer Jabil’s highly confidential TenX trade secrets to a direct competitor in exchange for even more lucrative compensation and equity packages. By at least mid-2017, a contractor named Lars Uffhausen, who had been working on the TenX project under a nondisclosure agreement, joined the conspiracy. Together, Gjovik, Ojeda, MacNeish and Uffhausen developed extensive “pitch decks” for their contemplated spin-off company, and those decks referred to Jabil as the TenX’s development partner rather than as the company that developed TenX and owned all associated intellectual property and trade secrets.

36. Gjovik, Ojeda, MacNeish, and Uffhausen took steps to actively conceal their efforts. Among other transgressions, the three began holding private meetings to discuss their plans, using personal emails to communicate, storing highly confidential CAD and other files on private third-party document repositories and personal devices, and shipping components purchased with Jabil credit cards to their homes for use in their competing endeavors.

37. In addition to their flagrant theft of highly confidential information, Gjovik, MacNeish, Uffhausen, and others actively solicited at least two other important members of Jabil's 3D-printing team to terminate their employment with Jabil and join them in creating or working for a direct competitor.

IV. Essentium initially attempted to license Jabil's TenX technology.

38. While Gjovik, Ojeda, MacNeish, and Uffhausen were conspiring against Jabil, they were also purporting to represent Jabil in negotiations with Defendant Essentium Materials.

39. As its name suggests, Essentium Materials was primarily a manufacturer of 3D-printing materials. It was, at bottom, a filament company without a commercially viable FFF printer.

40. In an effort to "jumpstart" its own FFF printer program, Essentium Materials attempted to reach a licensing or partnership agreement through which Essentium would offer filament technology in exchange for Jabil's printing technology. Jabil and Essentium Materials engaged in protracted negotiations—including several in-person meetings, site visits, product inspections, and other communications subject to nondisclosure agreements—but the companies never came to terms on a deal.

V. When legitimate negotiations failed, Essentium poached Jabil's TenX employees and misappropriated Jabil's TenX trade secrets.

41. By at least August 2017, Gjovik, Ojeda, MacNeish, and Uffhausen came to believe that they would not be able to create a Jabil-approved “spin off” company to monetize TenX. Believing this would foreclose their goal of “getting rich quick,” Gjovik, Ojeda, MacNeish, and Uffhausen conspired with Steven Birdwell, Gene Birdwell, Blake Teipel, and others to instead poach the TenX team's employees and misappropriate its technology and business plans for use in a contemplated Essentium “NewCo”—a company in which Gjovik, Ojeda, MacNeish, and Uffhausen would have lucrative equity interests. The Birdwells were investors in Essentium Materials. At the time, both also served on its board of directors, and Gene Birdwell was its CEO. Blake Teipel was the President and Chief Technology Officer of Essentium Materials.

42. Specifically, in approximately August 2017, Ojeda reached out to Teipel, Steve Birdwell, and Gene Birdwell—confidentially and without Jabil's knowledge—to inquire whether Essentium Materials and its principals would invest in and assist with the creation of an Essentium NewCo to develop a TenX-based printer for their own personal profit. Over the course of approximately the next month, Gjovik, MacNeish, Uffhausen, and Ojeda continually discussed the Essentium NewCo with Teipel and the Birdwells. Because everyone understood that Jabil would likely oppose these discussions and the contemplated NewCo plan, Teipel and the Birdwells primarily communicated with Gjovik, MacNeish, Uffhausen, and Ojeda through private, non-Jabil email accounts or through meetings in person, by telephone, or by video.

43. Teipel and the Birdwells viewed Jabil's TenX technology, its TenX team, its strategic partnerships, and its business plan as potentially highly profitable and critical to the

success of Essentium Materials. They were concerned, however, with the legal risk associated with using Jabil technology, information, and personnel to create NewCo without Jabil's consent. Gjovik, MacNeish, Uffhausen, and Ojeda shared their Jabil contracts with Teipel and the Birdwells, including their Commitments of Confidentiality and other nondisclosure agreements. Everyone understood that creating, pitching, and operating NewCo as contemplated would require the use of documents and information that Jabil considered to be Confidential Materials pursuant to the Commitments of Confidentiality.

44. Nevertheless, Teipel and the Birdwells agreed to join the conspiracy—to invest in and help form the Essentium NewCo—so long as everyone took steps to “de-risk” the investment. Accordingly, Gjovik, MacNeish, Uffhausen, Ojeda, Teipel, and the Birdwells formed a two-pronged “de-risking” plan.

45. First, the conspirators planned for MacNeish and Uffhausen to leave Jabil while Gjovik and Ojeda temporarily stayed behind. Second, after MacNeish and Uffhausen left, Gjovik and Ojeda would attempt to use this departure to convince Jabil that the viability of the TenX program was in jeopardy and Jabil should license the TenX technology to Essentium Materials to salvage some of the project's value. Meanwhile, MacNeish and Uffhausen would immediately join Essentium Materials and begin work on the Essentium NewCo.

46. Gjovik, MacNeish, Uffhausen, Ojeda, Teipel, and the Birdwells all agreed to conceal the plan to form an Essentium NewCo and the corresponding de-risking efforts from Jabil, including by concealing Ojeda and Gjovik's plans to join Essentium. The Birdwells, in particular, viewed the time Gjovik and Ojeda spent working to advance the Essentium NewCo

while still employed by Jabil as beneficial given it was time spent on Essentium's behalf at Jabil's expense.

47. In approximately early September 2017, Teipel and the Birdwells conveyed to Gjovik, MacNeish, Uffhausen, and Ojeda that they had set aside money to be invested in the Essentium NewCo with provisions for lucrative salaries and equity interests that the group had previously negotiated. Gjovik, MacNeish, Uffhausen, and Ojeda consequently began their efforts to effectuate the de-risking plan.

48. As part of their efforts, MacNeish organized and led a meeting in San Dimas, California, on or about September 6, 2017. Attendees included MacNeish, Gjovik, Ojeda, Uffhausen, Greene, Eichele, and others.

49. At the meeting, MacNeish, Gjovik, and Uffhausen outlined their conspiracy with Essentium Materials, the Birdwells, and Teipel, including the forthcoming de-risking and licensing efforts. They emphasized that regardless of whether Jabil agreed to the licensing arrangement, Gjovik, MacNeish, Ojeda, and Uffhausen would all join Essentium within months, and the group would take the TenX technology and business plans with them one way or another (i.e., lawfully or otherwise). MacNeish, Gjovik, and Uffhausen asked Greene and Eichele to join the conspiracy and work with them at Essentium, assuring Greene and Eichele that Essentium Materials and Teipel had agreed to employ them with comparable or better compensation. When the issue of the conspiracy's illegality was raised, MacNeish told the group that he had already spoken with Essentium Materials' leadership about the issue, that MacNeish and his coconspirators thought it was unlikely that Jabil would take legal action,

and that Essentium and Teipel would use company and other resources to defend the group in the event of a lawsuit. Defendants Greene and Eichele agreed to join the conspiracy.

50. On September 12, 2017, MacNeish executed his employment agreement with Essentium.

51. The next day, and as the conspirators agreed, MacNeish announced his resignation to Jabil. He also logged into his Jabil-employee user profile on a Jabil computer and created a file called “jabil.zip” that contained a plethora of Jabil trade secrets and confidential business information, including thousands of TenX CAD files and other confidential design documents, bills of material (“BOMs”) for Jabil’s 3D-printing projects, photos and videos of the development of TenX and other 3D-printing projects, receipts for TenX materials and expenditures, spreadsheets of performance requirements and calculations, nondisclosure agreements with third parties, and PowerPoint “IP” presentations regarding design plans for the TenX program. In direct contravention of Jabil security policies, MacNeish transferred this file to an external USB drive and uploaded it to a non-Jabil DropBox account for use at Essentium. That same day, MacNeish also exported a list of “Jabil Contacts,” which Jabil has not been able to recover despite computer-forensics efforts. Further, MacNeish had previously installed commercial data-wiping software called “CCleaner” onto the Jabil-owned computer. On information and belief, MacNeish used that software to destroy Jabil data and interfere with Jabil’s ability to detect his efforts to advance the Defendants’ conspiracy.

52. Uffhausen also resigned from Jabil on September 13, 2017. Consistent with the plan to conceal their conspiracy, Gjovik and Ojeda initially and falsely told Jabil leadership that they did not know which company the two would be joining.

53. As planned, Ojeda then told Jabil leadership that he believed the TenX program could not continue without MacNeish, and he obtained authority to explore licensing opportunities with Essentium Materials. Over the course of the next few weeks, Ojeda used his Jabil email address to ostensibly negotiate potential licensing opportunities with Essentium. At or about the same time, he used a personal email address and personal conferences to discuss with Gjovik, MacNeish, Uffhausen, Teipel, and Steven Birdwell which licensing terms would be most favorable to Essentium Materials and the Essentium NewCo. While ostensibly negotiating the licensing agreement, neither Ojeda nor any of his coconspirators disclosed that Ojeda and Gjovik were advancing their own prospective future interests as founders of the Essentium NewCo.

54. At or about this time, the Defendants formed the Essentium NewCo, which they named Essentium Machines LLC.

55. Among other overt acts in furtherance of this conspiracy, Uffhausen used his “essentiummachines.com” email address to organize an October 6, 2017 conference with MacNeish, Gjovik, and Ojeda. The stated purpose of the conference was to discuss milestones, target dates, and expenditures associated with a “new product” for a new company that the group intended to create using “seed money” from an unspecified investor. The invitation included 3D-printer specifications and vendor information unique to Jabil’s TenX platform. Uffhausen explained, “[W]e need an estimate of cumulative cash expenditures at major

milestones so we can plan for how much of the seed money we will burn before we want to do the Series A.” At the time of the invitation, Gjovik and Ojeda still worked for Jabil.

56. During the licensing negotiations—and while Ojeda and Gjovik were still employed by Jabil—Gjovik, MacNeish, Ojeda, Uffhausen, Teipel, Steven Birdwell, and others prepared investment materials for Essentium Machines. These investment materials incorporated confidential Jabil business, technical, and marketing materials. Among other things, they created a “teaser” document for Essentium Machines that included photographs and CAD depictions of Jabil's pre-market TenX printer, as well as financial projections that were plagiarized from Jabil business plans and business information. Gjovik, MacNeish, Ojeda, Uffhausen, Teipel, and Steven Birdwell also created an Essentium Machines white paper that was based on a highly confidential Jabil TenX product and business plan. Several passages of the white paper were lifted substantially verbatim from the Jabil TenX product and business plan. Steven Birdwell distributed versions of the teaser and white papers to prospective investors with this information while Gjovik and Ojeda were still employed by Jabil. Some versions of the teaser alluded to Gjovik and Ojeda as founders of Essentium Machines, and others expressly identified them. Gjovik, MacNeish, Ojeda, Uffhausen, Teipel, and the Birdwells concealed the development and distribution of these materials from Jabil.

57. By October 11, Jabil learned that Essentium had hired MacNeish. In response, Jabil sent two letters. The first went to Essentium Materials with the subject line: “Confidentiality Obligations, Intellectual Property Rights and Non-Solicitation.” The letter began as follows:

Given the directly competitive nature of Essentium’s business to Jabil’s business, and Mr. MacNeish’s significant exposure to Jabil’s confidential and

proprietary information, including but not limited to Jabil's plans, technical roadmaps, specifications, product and material functionalities and know-how that also relate to 3D printers and 3D printer filament, it is important that we make you aware of Mr. MacNeish's ongoing obligations in these regards.

Jabil then advised of the existence and terms of (a) MacNeish's ongoing Commitment of Confidentiality—including his assignment of Work Product to Jabil; (b) his agreement to refrain from disclosing trade secrets; and (c) his agreement to refrain from soliciting Jabil employees to leave the company. Finally, Jabil reiterated in the letter that “Jabil is and will continue to be in the 3D printing business, [and so] Mr. MacNeish's undertakings are applicable to his current employment with Essentium.” Jabil closed by adding that it had come to its “attention that Essentium has and/or may currently be in the process of recruiting other former and current Jabil employees” and that “those individuals have comparable confidentiality, assignment, and non-solicitation obligations.” A complete, accurate, and authentic copy of the letter and its shipment receipt are attached as **Composite Exhibit C**.

58. That same day, Jabil sent the second letter, which was substantively identical to the first, to MacNeish himself. Jabil further demanded that MacNeish “immediately return” any “documents, records, information (including electronic copies or communications) or other property of Jabil.” A complete, accurate, and authentic copy of the letter to MacNeish and its shipment receipt are attached as **Composite Exhibit D**.

59. The Birdwells, Teipel, Gjovik, MacNeish, Uffhausen, and Ojeda discussed these letters by telephone conference and agreed to proceed with Essentium Machines as planned with no corrective action.

60. Prior to October 13, 2017, Jabil declined to license its TenX technology to the Defendants.

61. On October 13, 2017, Gjovik, Ojeda, Eichele, and Greene left Jabil. Each executed a Separation Agreement that afforded them a substantial monetary payment. In exchange, Gjovik, Ojeda, Eichele, and Greene agreed, among other things, that:

a. They would comply with the terms of “any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA”; and

b. They would, “not later than the Separation Date, . . . give to Jabil all property in [their] possession, custody or control which was obtained from Jabil or from any of its customers/potential customers, vendors/potential vendors, merger/acquisition candidates, employees, contractors or consultants, including but not limited to the originals and all copies of any documents, files, data or information (electronic or hard-copy), access cards, credit cards, passwords and file-access methods/protocols, computers/laptops/PDAs (including all software and peripherals), cell phones, credit cards and stored documents/files/information (with all documents, files and information having been returned unaltered and unencrypted)”;

c. “Any litigation between the parties must be brought in a court having jurisdiction in Pinellas County, Florida, the location of Jabil’s headquarters” Complete, accurate, and authentic copies of the Separation Agreements are attached as **Composite Exhibit E**.

62. At the time Gjovik, Ojeda, Eichele, and Greene executed their Separation Agreements, they knew that they would not comply with their obligations to Jabil.

63. Computer forensics confirm that, like his coconspirator MacNeish, Gjovik transferred or copied thousands of Jabil files to a non-Jabil DropBox account and at least one

USB device during the months preceding his departure. Indeed, on his last day at Jabil, Gjovik attached a USB device to his Jabil-issued computer. And approximately one week before he departed from Jabil, Gjovik downloaded and executed data-destruction software called “Eraser” on his Jabil-issued computer, permanently destroying Jabil data in direct contravention of Jabil security policies, his Commitment of Confidentiality, and other applicable law.

64. Computer forensics also confirm that on the morning of October 18, after Defendant Greene’s employment with Jabil had ended but before he had returned his Jabil-issued laptop, Greene copied and transferred a backup of his Jabil Outlook account—including Jabil emails, contacts, calendar entries, and other information—to an external USB storage device in direct contravention of Jabil security policies, his Commitment of Confidentiality, and other applicable law. That same morning, Greene also transferred, at a minimum, hundreds of confidential TenX design documents to the USB device.

65. By Monday, October 16, Gjovik and Ojeda had begun working for Essentium Machines. They received the substantial salaries and equity interests as promised by the Birdwells.

66. Essentium did not have a 3D printer of its own before MacNeish left Jabil and began working at Essentium Machines. By the time Gjovik and Ojeda arrived, MacNeish had either already completed or was nearly finished creating a 3D-printing technology demonstrator. The Defendants planned on using the technology demonstrator during investor pitch meetings and later converting it into the High Speed Extrusion, or “HSE,” platform.

MacNeish and others had used Jabil's TenX designs and confidential supply-chain partners to accelerate the development of this technology demonstrator.

67. At Essentium Machines, Uffhausen, Ojeda, MacNeish, Gjovik, and Teipel also immediately began contributing to investment pitches to prospective investors introduced to the group by the Birdwells. The central theme and message of these presentations was that the Defendants were “not guessing” about Essentium Machines’ business plan because they had “used Jabil as a petri dish.” They claimed to know, as a result of their time at Jabil, exactly the right-supply chain partners, target markets, and printer designs to use to produce best-in-class 3D printers at scale. Their intention was for potential investors to conclude that the Defendants would use their investment “to finish what [they] had started at Jabil.”

68. In addition to using stolen Jabil business information in investment pitches, the Defendants continued to use detailed, multi-year TenX business plans that included: technical aspects of the TenX printer and other confidential information relating to: the expected performance of the TenX printer; pro forma sales data, pricing, costs, margins, materials, accessories, and consumables; staffing plans; anticipated capital and operational expenditures; research-and-development plans and budgets; and timelines for the use of resources and related development benchmarks.

69. The Defendants also stole and converted Jabil's confidential Lean Product Plan into an Essentium product plan. The result was Essentium's Product Plan, which is a 46-page, approximately 7,300-word business plan that is essentially identical to Jabil's Lean Product Plan but with references to Jabil deleted and the word “EM” (or Essentium Machines) substituted for the word “TenX.” Teipel and other Essentium principals who used the

document knew its origin, versions of which were circulated still including commentary from a Jabil employee who never joined Essentium.

70. In January 2018, Gjovik, Ojeda, MacNeish, Uffhausen, and executives from Essentium Materials incorporated Essentium, Inc. , which acquired Essentium Materials and Essentium Machines.

71. The following April—far sooner than would have been possible through its own legitimate efforts—Essentium also unveiled the conspirators’ purportedly “new product”: the “High Speed Extrusion,” or “HSE,” FFF printing platform.

72. In furtherance of their conspiracy, the Defendants used stolen Jabil assets to help develop the HSE platform. In particular, someone acting on behalf of the Defendants—on information and belief, Defendant MacNeish himself—stole a Jabil laptop that had been issued to Defendant MacNeish and, for more than a year, repeatedly accessed MacNeish’s Jabil user profile containing highly confidential TenX CAD files and design documents. Security software installed on the laptop confirmed that MacNeish also kept thousands of stolen TenX CAD files and documents in his DropBox account through at least mid-2018. The Defendants used those files to develop the HSE platform. In 2019, Defendant MacNeish intentionally destroyed the laptop by discarding it in a “dumpster” outside of an Essentium facility located in California.

73. Portions of Defendants’ computer-related misconduct are set forth more fully in the declarations of Mark Lanterman attached as **Composite Exhibit F**, which Jabil incorporates into this Second Amended Complaint.

74. Portions of the Defendants’ conspiracy, misappropriation, and continued use of Jabil trade secrets and confidential information are set forth more fully in the declaration of Gregory Ojeda attached as **Exhibit G**, which Jabil incorporates into this Second Amended Complaint.

75. In all material respects, Essentium’s HSE printer is a “knock-off” of an earlier version of Jabil’s TenX with only relatively minor alterations. Indeed, a side-by-side comparison of the two is striking. The HSE is not only modeled after the TenX design and made by many of the TenX engineers, it is also constructed using hardware and software components that, in some cases, were custom-made for the TenX platform by vendors who Jabil identified, vetted, and selected at substantial expense and who Jabil worked closely with throughout TenX’s development to ensure that the components functioned efficiently and effectively.

76. Simply put, Essentium has stolen Jabil’s trade secrets and capitalized on confidential information that Jabil invested thousands of hours over a period of years and millions of dollars to develop.

77. Gjovik, Ojeda, MacNeish, and Uffhausen all hold themselves out as “founders” of Essentium and have occupied or currently occupy executive leadership positions. Gjovik is currently Essentium’s “Chief Product Officer.” MacNeish is Essentium’s “Head of R&D for Machines.” And Uffhausen is not only Essentium’s Chief Operating Officer, but also its Chief Financial Officer. “Under his direction,” Uffhausen claims, “Essentium has raised one of the highest Series A funding in the history of additive manufacturing”—funding that would not

have been possible but for his role in Defendants' conspiracy to unjustly enrich themselves at Jabil's expense.

VI. Defendants' misconduct is ongoing, willful, and audacious.

78. Defendants' misconduct has been willful and remains ongoing—audaciously so. On its website, Essentium brazenly and repeatedly alluded to its theft of Jabil's TenX, boasting:

a. **“At up to 10x faster than the competition,** the Essentium HSE 180•S 3D Printing Platform is built to transform manufacturing floors and solve the issues of speed, strength, and cost” (emphasis in original);

b. **“THE HSE 180•S 3D PRINTER IS UP TO 10X FASTER THAN THE COMPETITION”** (emphasis added); and

c. **“The HSE 180•S 3D Printer prints your parts up to 10x faster than conventional FFF printers”** (emphasis added).

79. Defendants also openly tout that the HSE uses an “advanced direct-drive servo controlled extruder system,” “advanced motion control,” and a purportedly “proprietary nozzle”—all of which were designed in Jabil's TenX program and painstakingly calibrated and troubleshot by Jabil engineers through numerous experiments and trials. The functionality gained and lessons learned from Jabil's efforts were hard-earned and are essential to the TenX's (and correspondingly the HSE's) ability to operate as a cohesive whole, informing the selection, materials, size, position, and orientation of elements common to both Jabil's TenX and Essentium's HSE platforms. These amount to independently valuable and protected trade secrets that Essentium has misappropriated.

80. While Jabil has improved the TenX since Defendants absconded with Jabil's trade secrets and other confidential information such that the current version of the TenX platform is technically superior to the HSE platform, Essentium nevertheless marketed its stolen HSE platform to the general public before Jabil unveiled TenX. Doing so with an inferior product not only unjustly enriched Defendants, but also interfered with Jabil's ability to monetize the TenX program and risked damaging Jabil's reputation by marketing essentially an outdated iteration of Jabil's TenX.

81. Jabil brings this action against Defendants to prevent further misuse of its technology and to obtain compensation for Defendants' willful, wrongful, and ongoing conduct and their consequent unjust enrichment.

82. All conditions precedent to bringing this action have occurred, been satisfied, or have been waived.

**COUNT I – Misappropriation of Trade Secrets
In Violation of the Defend Trade Secrets Act
(Against All Defendants)**

83. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

84. This is an action for damages and injunctive relief under the Defend Trade Secrets Act ("DTSA"), 18 U.S.C. § 1836.

85. Defendants misappropriated numerous Jabil trade secrets related to its TenX technology, its customers, its vendors, its business and methodologies, and its systems and tools used for the goods and services it provides to customers.

86. The trade secrets misappropriated by Defendants derive independent economic value by virtue of not being generally known to, and not being readily ascertainable by, other persons who can obtain economic value from their disclosure or use.

87. Jabil takes reasonable measures to maintain the secrecy of and protect its trade secrets, including by requiring execution of Commitments of Confidentiality, by limiting access to trade secrets and other highly confidential information, and by taking steps to prevent anyone from accessing such information who is not subject to nondisclosure obligations.

88. Defendants Gjovik, MacNeish, Greene, Eichele, Uffhausen, and others, through their employment and engagement with Jabil, had access to, acquired, and had direct knowledge of Jabil's TenX trade secrets and other highly confidential information as described, in part, above.

89. Defendants Gjovik, MacNeish, Greene, Eichele, Uffhausen, and others were obligated, by contract and by applicable law, to refrain from disclosing, using, or benefitting from Jabil's trade secrets.

90. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, and Teipel knew that Defendants Gjovik, MacNeish, Greene, Eichele, Uffhausen, and others were subject to duties to maintain the secrecy and the limited use of the trade secrets.

91. Nonetheless, Defendants misappropriated and used Jabil's TenX trade secrets for their own benefit by acquiring them through improper means for use in unjustly enriching themselves and competing with Jabil.

92. As a direct and proximate result of Defendants' misappropriation, disclosure, and use of Jabil's TenX trade secrets in violation of the DTSA, Jabil has suffered and will continue to suffer immediate and irreparable injury to its business, goodwill, and income.

93. In addition to causing Jabil to suffer monetary damages, Defendants have caused Jabil to suffer damages for which it has no adequate remedy at law to protect it from the unlawful and continuing misappropriation and misuse of its trade secrets by Defendants.

94. Jabil has a substantial likelihood of success on the merits of this claim because of Defendants' willful, wrongful, and ongoing misappropriation, disclosure, and use of Jabil's trade secrets.

95. The threat of harm to Jabil in the absence of injunctive relief far outweighs the threat of harm to Defendants if an injunction is granted. Jabil faces substantial financial losses, loss of goodwill, and loss of its competitive position in the marketplace, while the only "hardship" imposed on Defendants would be to prevent them from reaping any illicit gain or other benefit from their willful, wrongful, and ongoing misappropriation, disclosure, and use of Jabil's TenX trade secrets.

96. The public interest would be served by granting the relief sought in that the public unequivocally favors preventing entities and individuals such as Defendants from profiting from their willful, wrongful, and ongoing conduct.

97. Jabil's TenX trade secrets concern products and services used in interstate commerce, as Jabil provides goods and services to clients across the United States and abroad.

**COUNT II – Misappropriation of Trade Secrets
In Violation of the Florida Uniform Trade Secrets Act
(Against All Defendants)**

98. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

99. This is an action for damages and injunctive relief under the Florida Uniform Trade Secrets Act (“FUTSA”), Section 688.01, Florida Statutes.

100. Defendants misappropriated numerous Jabil trade secrets related to its TenX technology, its customers, its vendors, its business and methodologies, and its systems and tools used for the goods and services it provides to customers.

101. The trade secrets misappropriated by Defendants derive independent economic value by virtue of not being generally known to, and not being readily ascertainable by, other persons who can obtain economic value from their disclosure or use.

102. Jabil takes reasonable measures to maintain the secrecy of and protect its trade secrets, including by requiring execution of Commitments of Confidentiality, by limiting access to trade secrets and other highly confidential information, and by taking steps to prevent anyone from accessing such information who is not subject to nondisclosure obligations.

103. Defendants Gjovik, MacNeish, Greene, Eichele, Uffhausen, and others through their employment and engagement with Jabil, had access to, acquired, and had direct knowledge of Jabil’s TenX trade secrets and other highly confidential information as described, in part, above.

104. Defendants Gjovik, MacNeish, Greene, Eichele, Uffhausen, and others were obligated, by contract and by applicable law, to refrain from disclosing, using, or benefiting from Jabil’s trade secrets.

105. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, and Teipel knew that Defendants Gjovik, MacNeish, Greene, Eichele, Uffhausen, and others were subject to the duty to maintain the secrecy and the limited use of the trade secrets.

106. Nonetheless, Defendants misappropriated and used Jabil's TenX trade secrets for their own benefit by acquiring them through improper means for use in unjustly enriching themselves and competing with Jabil.

107. As a direct and proximate result of Defendants' misappropriation, disclosure, and use of Jabil's trade secrets in violation of the FUTSA, Jabil has suffered and will continue to suffer immediate and irreparable injury to its business, goodwill, and income.

108. In addition to causing Jabil to suffer monetary damages, Defendants have caused Jabil to suffer damages for which it has no adequate remedy at law to protect it from the unlawful and continuing misappropriation, disclosure, or use of its trade secrets by Defendants.

109. Jabil has a substantial likelihood of success on the merits of this claim because of Defendants' willful, wrongful, and ongoing misappropriation and misuse of Jabil's trade secrets.

110. The threat of harm to Jabil in the absence of injunctive relief far outweighs the threat of harm to Defendants if an injunction is granted. Jabil faces substantial financial losses, loss of goodwill, and loss of its competitive position in the marketplace, while the only "hardship" imposed on Defendants would be to prevent them from reaping any illicit gain or benefit from their willful, wrongful, and ongoing misappropriation, disclosure, and use of Jabil's trade secrets.

111. The public interest would be served by granting the relief sought in that the public unequivocally favors preventing entities and individuals such as Defendants from profiting from their improper and unlawful conduct.

112. The misappropriation by Defendants was willful and malicious. Accordingly, Jabil is entitled to an award of exemplary damages and attorneys' fees pursuant to Section 688.005, Florida Statutes.

COUNT III – Breach of Contract
(Against Defendants Gjovik, MacNeish, Greene, and Eichele)

113. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

114. Defendants Gjovik, MacNeish, Greene, and Eichele, each entered into employment-related agreements and Commitments of Confidentiality with Jabil, as set forth, in part, in paragraphs 28–33, above. Defendants Gjovik, Greene, and Eichele also entered into separation agreements with Jabil, as addressed in paragraph 61, above.

115. Jabil performed all of its essential obligations under those agreements and Commitments.

116. Defendants Gjovik, MacNeish, Greene, and Eichele breached those agreements and Commitments, including by failing to maintain the confidentiality of Jabil's trade secrets and other highly confidential information, by exploiting them for personal gain, by soliciting other Jabil employees to terminate their employment relationship with Jabil, and by working for a direct competitor of Jabil before expiration of their Commitments of Confidentiality, and by failing to return all Jabil property, including all Jabil files and data, in their possession, custody, or control.

117. Jabil has sustained economic losses and been otherwise harmed as a direct and

proximate result of Gjovik's, MacNeish's, Greene's, and Eichele's breaches.

COUNT IV – Fraud in the Inducement
(Against Defendants Gjovik, Greene, and Eichele)

118. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

119. This is a claim for fraud in the inducement of Defendants Gjovik's, Greene's, and Eichele's Separation Agreements from Jabil attached as Composite Exhibit E.

120. Defendants Gjovik, Greene, and Eichele each made false statements of fact relating to the Separation Agreements, including that (a) they would comply with the terms of “any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA” and (b) they would, “not later than the Separation Date, . . . give to Jabil all property in [their] possession, custody or control which was obtained from Jabil or from any of its customers/potential customers, vendors/potential vendors, merger/acquisition candidates, employees, contractors or consultants, including but not limited to the originals and all copies of any documents, files, data or information (electronic or hard-copy), access cards, credit cards, passwords and file-access methods/protocols, computers/laptops/PDAs (including all software and peripherals), cell phones, credit cards and stored documents/files/information (with all documents, files and information having been returned unaltered and unencrypted).”

121. Defendants Gjovik, Greene, and Eichele knew these statements to be false at they time the statements were made.

122. Defendants Gjovik, Greene, and Eichele made these statements for the purpose of inducing Jabil to act in reliance on them, including by making the substantial payments contemplated by the Separation Agreements and otherwise comply with the Separation Agreements' terms.

123. Jabil did, in fact, rely on these statements made by Defendants Gjovik, Greene, and Eichele in executing the Separation Agreements.

124. Defendants Gjovik's, Greene's, and Eichele's statements caused Jabil to incur substantial damages. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

COUNT V – Breach of Fiduciary Duty
(Against Defendants Gjovik, MacNeish, Greene, and Eichele)

125. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

126. This is a claim for breach of fiduciary duties of loyalty, honesty, and care.

127. Jabil reposed special trust and confidence in Defendants Gjovik, MacNeish, Greene, and Eichele to afford loyalty, honesty, and care to Jabil, including by safeguarding Jabil's TenX trade secrets and otherwise abiding by the terms of their Commitments of Confidentiality.

128. Defendants Gjovik, MacNeish, Greene, and Eichele accepted that trust and confidence.

129. Thus, Jabil depended on Defendants Gjovik, MacNeish, Greene, and Eichele not only to perform the 3D-printing development duties for which they were employed, but also to abide by the terms of the Commitments of Confidentiality, maintain the secrecy of Jabil's TenX trade secrets and other highly confidential information, refrain from interfering with Jabil's vendor relationships, refrain from soliciting employees to terminate their employment with Jabil, refrain from unjustly enriching themselves by personally profiting from Jabil's significant investment of time and money in its TenX project, and refrain from taking any other action that would be detrimental to Jabil and its shareholders.

130. Defendants Gjovik, MacNeish, Greene, and Eichele breached their fiduciary duties to Jabil by, among other things, improperly exploiting TenX trade secrets and other highly confidential information for personal gain, violating the terms of their Commitments of Confidentiality, interfering with Jabil's vendor relationships, soliciting at least one other Jabil employee to terminate his employment relationship with Jabil, actively concealing their misconduct from Jabil, failing to report their misconduct to Jabil, and ultimately by working for a direct competitor of Jabil under circumstances that violated their Commitments of Confidentiality.

131. Gjovik's, MacNeish's, Greene's, and Eichele's breaches of their fiduciary duties directly and proximately caused substantial damages to Jabil. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

COUNT VI – Breach of Duty of Loyalty
(Against Defendants Gjovik, MacNeish, Greene, and Eichele)

132. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

133. This is a claim for breach of the common law duty of loyalty.

134. As employees of Jabil, Defendants Gjovik, MacNeish, Greene, and Eichele owed Jabil a common law duty not to engage in disloyal acts in anticipation of their future competition, such as using confidential information acquired during the course of their employment or soliciting customers and other employees prior to the end of their employment.

135. Defendants Gjovik, MacNeish, Greene, and Eichele breached their duty of loyalty to Jabil by, among other things, improperly exploiting TenX trade secrets and other highly confidential information for personal gain, violating the terms of their Commitments of

Confidentiality, interfering with Jabil's vendor relationships, soliciting at least one other Jabil employee to terminate his employment relationship with Jabil, actively concealing their misconduct from Jabil, failing to report their misconduct to Jabil, and ultimately by working for a direct competitor of Jabil under circumstances that violated their Commitments of Confidentiality.

136. Gjovik's, MacNeish's, Greene's, and Eichele's breaches of their duty of loyalty directly and proximately caused substantial damages to Jabil. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

COUNT VII – Aiding and Abetting Breach of Fiduciary Duty
(Against Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen)

137. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

138. This is a claim for aiding and abetting breaches of fiduciary duties.

139. Defendants Gjovik, MacNeish, Greene, and Eichele owed Jabil fiduciary duties of loyalty, honesty, and care, as did Ojeda.

140. These Defendants and Ojeda breached their fiduciary duties to Jabil as described, in part, in Count V, including paragraph 130.

141. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen well knew that Ojeda and Defendants Gjovik, MacNeish, Greene, and Eichele were breaching their fiduciary duties to Jabil.

142. Moreover, Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen substantially assisted Gjovik, Ojeda, MacNeish, Greene, and

Eichele with breaching their fiduciary duties to Jabil, including by facilitating meetings and other communications at which the breaches occurred, by offering financial and operational support in effectuating the breaches, and by affording Gjovik, Ojeda, MacNeish, Greene, Eichele, Uffhausen, and others employment and financial compensation in exchange for their breaches.

143. Defendants Essentium's, Essentium Materials', Steven Birdwell's, Gene Birdwell's, Teipel's, and Uffhausen's aiding and abetting of Gjovik's, Ojeda's, MacNeish's, Greene's, and Eichele's breaches of their fiduciary duties directly and proximately caused injury and damages to Jabil. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

COUNT VIII – Aiding and Abetting Breach of Duty of Loyalty
(Against Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen)

144. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

145. This is a claim for aiding and abetting breaches of duties of loyalty.

146. Defendants Gjovik, MacNeish, Greene, and Eichele and owed Jabil a common law duty of loyalty, as did Ojeda.

147. These Defendants and Ojeda breached their duty of loyalty to Jabil as described, in part, in Count VI, including paragraph 135.

148. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen well knew that Ojeda and Defendants Gjovik, MacNeish, Greene, and Eichele were breaching their duty of loyalty to Jabil.

149. Moreover, Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen substantially assisted Gjovik, Ojeda, MacNeish, Greene, and Eichele with breaching their duty of loyalty to Jabil, including by facilitating meetings and other communications at which the breaches occurred, by offering financial and operational support in effectuating the breaches, and by affording Gjovik, Ojeda, MacNeish, Greene, Eichele, Uffhausen, and others employment and financial compensation in exchange for their breaches.

150. Defendants Essentium's, Essentium Materials', Steven Birdwell's, Gene Birdwell's, Teipel's, and Uffhausen's aiding and abetting of Gjovik's, Ojeda's, MacNeish's, Greene's, and Eichele's breaches of their duty of loyalty directly and proximately caused injury and damages to Jabil. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

COUNT IX – Tortious Interference

(Against Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen)

151. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

152. Defendants Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen were well aware of Gjovik's, Ojeda's, MacNeish's, Greene's, and Eichele's contractual obligations to Jabil.

153. Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen have induced or otherwise caused Gjovik, Ojeda, MacNeish, Greene, and Eichele to violate the terms of their Commitments of Confidentiality and other contractual obligations, or assisted them with doing so.

154. The actions of Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen were calculated to impair, impede, and damage Jabil's legitimate business interests by unlawful means. The conduct of these Defendants was and is without justification and constitutes an unlawful, tortious, wrongful, unfair, and intentionally malicious interference with Jabil's contractual rights

155. The conduct of Essentium, Essentium Materials, Steven Birdwell, Gene Birdwell, Teipel, and Uffhausen constitutes a tortious interference with Jabil's contractual rights and, as a direct and proximate result, Jabil has incurred substantial damages. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

COUNT X – Computer Fraud and Abuse Act
(Against Defendants MacNeish, Gjovik, Greene, and Essentium)

156. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

157. This is a claim for compensatory damages under the Computer Fraud and Abuse Act (“CFAA”), 18 U.S.C. § 1030.

158. Defendant MacNeish knew or should have known that Jabil maintained policies, including an Information Resource and Acceptable Use Policy, that prohibited employees from moving Jabil files to a device (e.g., USB, hard drive, etc.) not registered with Jabil's Information Technology personnel.

159. MacNeish intentionally accessed a workstation computer located at the Jabil facility at which MacNeish worked, including on or about September 13, 2017.

160. MacNeish exceeded his authorization to access Jabil's file storage system through the workstation by packaging and copying to a non-Jabil USB drive Jabil CAD and

other confidential TenX design documents, in violation of Jabil's Information Resource and Acceptable Use Policy and other policies.

161. MacNeish also exceeded his authorization to access Jabil's file storage system through the laptop by downloading and running the commercial data-wiping software called CCleaner—in violation of Jabil's Information Resource and Acceptable Use Policy and other policies—and permanently destroying Jabil's data.

162. MacNeish obtained CAD and other confidential TenX design documents from the workstations and retained the files on the USB hard drive.

163. On or about September 13, 2017, MacNeish resigned his position at Jabil.

164. MacNeish knew that upon his resignation from Jabil, he was no longer authorized to access Jabil's computer systems for any purpose.

165. On or about October 11, 2017, Jabil wrote to MacNeish to demand the return of any Jabil property in his possession and remind him of his obligation not to violate the confidentiality of Jabil's intellectual property.

166. On or about December 7, 2017, Defendant MacNeish, or someone acting on his behalf or with his permission, intentionally accessed the laptop that Jabil had issued to MacNeish for use within the scope of his employment, including by causing the laptop to interact with "cloud" services.

167. MacNeish caused Jabil's laptop to interact with a non-Jabil DropBox account containing Jabil TenX CAD files and other confidential TenX design documents—the same or similar to the files transferred to a USB device in or around September 2017.

168. MacNeish's post-resignation access of the Jabil laptop was without authorization, as Jabil had demanded the return of any company property and never authorized the movement of its files to non-Jabil storage devices or "cloud" services.

169. MacNeish obtained and retained Jabil confidential information, TenX CAD files, and other confidential design documents.

170. Defendant Gjovik knew or should have known that Jabil maintained an Information Resource and Acceptable Use Policy and other policies that prohibited employees from moving Jabil files to a device (e.g., USB, hard drive, etc.) not registered with Jabil's Information Technology personnel.

171. Gjovik intentionally accessed the laptop that Jabil had issued to him repeatedly in the months leading up to his departure from Jabil.

172. On numerous occasions, Gjovik exceeded his authorization to access Jabil's file storage system through the laptop by packaging and copying to a non-Jabil USB drive and to a non-Jabil DropBox account Jabil TenX CAD files and other confidential TenX design documents, in violation of Jabil's Information Resource and Acceptable Use Policy and other policies.

173. Gjovik also exceeded his authorization to access Jabil's file storage system through the laptop by downloading and running data-destruction software called "Eraser," which permanently destroyed Jabil's data in violation of Jabil's Information Resource and Acceptable Use Policy and other policies.

174. Gjovik obtained and retained confidential information and files that belong to Jabil.

175. Defendant Greene knew or should have known that Jabil maintained an Information Resource and Acceptable Use Policy and other policies that prohibited employees from moving Jabil files to a device (e.g., USB, hard drive, etc.) not registered with Jabil's Information Technology personnel.

176. Greene was terminated by Jabil on or about October 13, 2017.

177. Greene knew or should have known that upon his termination from Jabil, he was no longer authorized to access Jabil's computer systems for any purpose.

178. Jabil instructed Greene to return all Jabil property, including any computers and computer files in his possession.

179. Defendant Greene did not immediately return the laptop that Jabil had issued to Greene for use within the scope of his employment as instructed.

180. On or about October 18, 2017, Greene intentionally accessed Jabil's file storage system, including the Outlook account issued to Greene for use within the scope of his employment, by logging onto the Jabil laptop.

181. Greene's access of Jabil's stored files was without authorization from Jabil, as Greene was no longer an employee with authorized access at the time.

182. Greene copied Jabil's files onto an external USB hard drive in violation of Jabil's policies against the transfer of Jabil's files to non-Jabil storage devices.

183. Defendant Essentium is liable for MacNeish's, Gjovik's, and Greene's CFAA violations, as it explicitly or implicitly took part in, encouraged, directed, induced and/or benefitted from MacNeish's, Gjovik's, and Greene's unauthorized access and retention of Jabil's confidential computer files.

184. Essentium utilized Jabil's confidential computer files to accelerate the development of its own 3D-printing technology based on the information contained in the Jabil computer files misappropriated during MacNeish's, Gjovik's, and Greene's CFAA violations.

185. Jabil suffered losses from the need to respond to the breach in its data security. Among other things, Jabil has had to retain a computer-forensics expert and divert Jabil's in-house information technology personnel from their normal tasks to determine the nature, manner, and extent of the breach of its confidential computer files.

186. Jabil also suffered losses from the interruption in its access to the data. Jabil lost income, profits, and business opportunities from the misappropriation, exposure, and deletion of its confidential computer files relating to the unauthorized access by Defendants MacNeish, Gjovik, and Greene.

187. The total loss to Jabil is well in excess of \$5,000.

188. Jabil is entitled to compensatory damages for its losses relating to its response to the breach in data security and losses suffered from the interruption in service.

COUNT XI – Conversion
(Against Defendants MacNeish and Essentium)

189. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

190. This is a claim for conversion against Defendant MacNeish and Essentium.

191. In October 2017, Jabil made a written demand that MacNeish "immediately return" any "documents, records, information (including electronic copies or communications) or other property of Jabil," which included an HP Z-Book 15 laptop that had been issued to Defendant MacNeish.

192. Jabil repeatedly reiterated that demand, including at points in time when the demand was, unbeknownst to Jabil, futile because the laptop had already been destroyed.

193. Specifically, MacNeish destroyed the laptop in the Spring of 2019 by discarding it into a dumpster at an Essentium facility. When he did so, he was acting maliciously, within the scope of his employment for Essentium, and for the benefit of Essentium, including with the purpose of destroying evidence of Essentium's misappropriation of trade secrets and other acts in furtherance of the conspiracy pled in this action.

194. In so doing, MacNeish committed an unauthorized act that permanently deprived Jabil of its property.

195. Jabil is entitled to compensatory damages for the loss of its property, to interest, and to punitive damages.

COUNT XIII – Civil Conspiracy
(Against All Defendants)

196. Jabil incorporates the allegations set forth in paragraphs 1 through 82, above.

197. This is a claim for civil conspiracy.

198. Beginning by at least 2016 and continuing through the present, Defendants and others, known and unknown, knowingly and willfully conspired among themselves to misappropriate Jabil's trade secrets, breach or induce the breach of current and former contractual obligations to Jabil, and breach or induce the breach of fiduciary duties and duties of loyalty to Jabil, tortiously interfere with Jabil's contractual relationships, convert Jabil property, and violate the Computer Fraud and Abuse Act.

199. Defendants acted wantonly and maliciously towards Jabil by conspiring to meet at least the following objectives: to misappropriate Jabil's trade secrets and other highly

confidential information, interfere with Jabil's vendor relationships, solicit Jabil's 3D-printing employees under conditions that would breach their contractual, fiduciary, and common law duties to Jabil, violate the Computer Fraud and Abuse Act, and to ultimately reap monetary gains from unlawfully commercializing Jabil's TenX technology and holding it out to be the conspirators' own.

200. The following overt acts, among others, were taken in furtherance of the conspiracy:

a. Multiple meetings and private communications among Gjovik, Ojeda, MacNeish, Uffhausen, Greene, and Eichele—during their employment at Jabil—at which they developed their plan to abscond with Jabil's trade secrets and other highly confidential information and create or join a Jabil competitor;

b. Concerted efforts by Gjovik, Ojeda, MacNeish, Uffhausen, Greene, and Eichele—during their employment at Jabil—to stockpile trade secrets, other highly confidential information, and Jabil-purchased software and hardware at private residences and on private devices;

c. Concerted efforts by Gjovik, Ojeda, and MacNeish—during and after their employment at Jabil—to interfere with Jabil's vendor relationships;

d. Concerted efforts by Gjovik, Ojeda, and MacNeish—during and after their employment at Jabil—to conceal their plans from Jabil managers and executives, including intentional omissions of material facts by Gjovik at an executive meeting in St. Petersburg in mid-2017, shortly before he left the company;

e. Concerted efforts by Gjovik, MacNeish, and others—during and after their employment at Jabil—to solicit at least two other Jabil 3D-printing employees to join their conspiracy and terminate their employment relationship with Jabil;

f. Essentium's, Essentium Materials', Steven Birdwell's, Gene Birdwell's, and Teipel's, and Uffhausen's repeated solicitation of Jabil employees and ongoing misappropriation and misuse of Jabil's TenX trade secrets, notwithstanding Jabil's express notice to the Defendants that the employees and trade secrets were the subject of Commitments of Confidentiality.

2. Defendants' conduct, as perpetrated through the conspiracy, directly and proximately caused substantial damages to Jabil. Their conduct was willful, was malicious, and warrants the imposition of punitive damages as well as all other appropriate relief.

DEMAND FOR RELIEF

WHEREFORE, Jabil respectfully requests the following relief:

a. Judgment in Jabil's favor and against Defendants on all claims alleged in this Amended Complaint;

b. Actual damages in an amount to be determined at trial, including:

i. damages for actual loss and unjust enrichment, including disgorgement damages, damages for misappropriation measured by a reasonable royalty for unauthorized disclosure and use of trade secrets, and any other compensatory damages recoverable under the DTSA, 18 U.S.C. § 1836(b)(3)(B), and the FUTSA, § 688.004(1), Fla. Stat.;

- ii. consequential damages, including lost profits from licensing, sales, and other business opportunities;
 - iii. compensatory damages pursuant to the CFAA, 18 U.S.C. § 1030(g);
 - iv. all other compensatory damages, unjust enrichment or disgorgement damages, or damages of any type available under the statutory and common law claims asserted in this Complaint;
- c. Exemplary damages pursuant to the DTSA, 18 U.S.C. § 1836(b)(3)(C), and the FUTSA, § 688.004(2), Fla. Stat;
- d. Punitive damages for Defendants' intentionally tortious conduct;
- e. Permanent injunctive relief pursuant to the DTSA, 18 U.S.C. § 1836(b)(3)(A) and the FUTSA, § 688.003, Fla. Stat;
- f. Attorneys' fees and costs pursuant to the DTSA, 18 U.S.C. § 1836(b)(3)(D) and the FUTSA, § 688.005, Fla. Stat;
- g. Prejudgment interest;
- h. Costs pursuant to Federal Rule of Civil Procedure 54(d), 28 U.S.C. § 1920, and all other applicable laws; and
- i. Such additional relief as is available under applicable law.

JURY TRIAL DEMANDED

Jabil respectfully demands a trial by jury for all issues so triable.

[Attorney Signatures Below.]

September __, 2020

Respectfully submitted,

/s/ David B. Weinstein

David B. Weinstein (FBN 604410)

weinsteind@gtlaw.com

Christopher Torres (FBN 0716731)

torresch@gtlaw.com

Ryan T. Hopper (FBN 0107347)

hopperr@gtlaw.com

Jillian M. Askren (FBN 0121773)

askrenj@gtlaw.com

GREENBERG TRAUIG, P.A.

101 E. Kennedy Blvd., Ste. 1900

Tampa, Florida 33602

Telephone: (813) 318-5700

Facsimile: (813) 318-5900

Secondary Email: thomasm@gtlaw.com;

FLService@gtlaw.com

Counsel for Plaintiff Jabil Inc.

Composite Exhibit A



April 9, 2015

Gregory Ojeda
1703 Salamoni Ct.
San Jose, Ca 95133

Dear Gregory,

We are pleased to extend to you an offer of employment to join the Jabil team! We hope that you choose Jabil as we continue to be recognized as a leader in electronic product solutions providing comprehensive electronics design, manufacturing and product management services. Our culture is based on recognizing the valuable contributions of our employees.

This letter will confirm our offer of employment on the following terms:

- **Position:** You will be joining the Jabil organization as a **Business Development Manager**, reporting to **John Dulchinos**. Your starting date will be mutually agreed upon. You will be scheduled to attend a mandatory New Employee Orientation upon your starting date. A Jabil representative will be contacting you with the details of this Orientation once your signed offer has been received.
- **Location:** You will be based out of our **San Jose, CA - BlueSky** facility.
- **Salary:** Your base salary, if annualized, will be **\$165,000.00** USD, paid in bi-weekly increments of **\$6,346.15** USD.
- **Bonus:** You will be eligible for a Performance Bonus of up to **25%** of your base salary. This bonus is paid quarterly and based upon meeting the goals and objectives set forth for the position as well as the performance of the corporation.
- **Personal Time Off:** Your annual PTO accrual will be eighty hours per year. Following one (1) year of service your annual PTO accrual will be at 120 hours per year.
- **Stock Purchase Plan:** You will be eligible to participate in Jabil's Employee Stock Purchase Plan, which allows you to purchase shares of common stock at an amount equal to 85% of the Fair Market Value, at the first offering period following 90 days of employment.
- **401K Retirement Savings Plan:** You will be eligible to participate in Jabil's 401(k) Retirement Savings Plan on the 91st day of employment.
- **Benefits:** You will be eligible to participate in Jabil's comprehensive flexible benefits program. More detailed information regarding Jabil's benefits program will be discussed in New Employee Orientation.

10560 DR. MARTIN LUTHER KING JR ST. N.
ST. PETERSBURG, FLORIDA 33716 USA
+1.727.577.9749
+1.727-579.8529-FAX

WWW.JABIL.COM

Composite Exhibit A

The employment relationship is “at will,” which means the relationship may be ended by you or Jabil Circuit for any reason, at any time.

Please be advised that your employment is contingent upon:

Pre-employment Drug Screen

Your successful completion of a pre-employment drug-screening test within three (3) days of acceptance of this offer. Included in your packet is the Forensic Drug Testing Custody and Control form that you will need to bring with you to the screening at any local Labcorp.

Pre-employment Background Investigation

Your employment is contingent upon your timely return of your Consent for Release of Information Form and the results of a background screen that will be conducted by Jabil or on the behalf of Jabil. Enclosed you’ll find the release form. Please know that failure to complete the release could delay the hiring process.

ALL screens **MUST** be performed and complete documents submitted to Human Resources upon your written acceptance of your offer letter.

Authorization to Work

In order to comply with federal regulations, relative to authorization to work in the United States (Immigration Reform Act of 1986), you will be required to present documents that establish identity and employment eligibility. Please see the complete list of acceptable documents and be prepared to present them on your first day of employment.

Commitment of Confidentiality

Since you have accepted a position of trust which requires the maintenance of confidential and proprietary information, you will be required to sign the Commitment of Confidentiality. Please sign both copies and return one for our records. This letter also confirms that you have no obligations, oral or in writing, with any of your former employers which restrict your ability to be employed by Jabil.

You understand that your continued employment is contingent upon this representation. Additionally, Jabil has not made this offer of employment to you in order to obtain from you any confidential information or trade secret information of your former employers, and Jabil will not ask you to use or disclose such confidential information in your Jabil employment.

We are committed to our employees and are also confident that your acceptance of employment will provide you with an excellent opportunity to enhance your professional and personal goals.

Please indicate your written acceptance by signing the original copy of this letter and returning all pages of it to Jabil Circuit. Please scan and e-mail your acceptance to Michelle Hurd. This offer, if not accepted, will expire on **4/16/15**.

Page 3 of 3

We look forward to working with you at Jabil Circuit. Should you have any questions pertaining to this offer, feel free to contact me at **408-361-3451**.

Sincerely,



Michelle Hurd
Corporate Recruiter, Global Talent Acquisition

I have read and understand the above terms of this written offer of employment and accept the position as stated.

5/11/15

Gregory Ojeda

Date

My Start Date is:



JOB DESCRIPTION ACKNOWLEDGEMENT FORM

I have received a copy of the job description for the position I am being offered:

Position: Business Development Manager

Revision Date: 02/01/2008

I have read this job description (or had it read to me) and I completely understand all my job duties and responsibilities. I am able to perform the essential functions as outlined with or without reasonable accommodation. I understand that I may be required to perform additional job duties on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. If I have any questions about any job duties that I am asked to perform, I should discuss them with my immediate supervisor or a member of the Human Resources staff.

I further understand that future performance evaluations, incentive pay, and merit increases to may be based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor.

I have discussed any questions I may have had about this job description prior to signing this form.

A handwritten signature in blue ink, appearing to read "Gregory Ojeda", written over a horizontal line.

Employee's Signature

Gregory Ojeda
Employee's Printed Name (print)

4/17/2015
Date

Please return the signed form to your Human Resources Department.



January 18, 2016

Erik Gjovik
42 Fawnridge Pl
Aliso Viejo, CA 92656

Dear Erik,

We are pleased to extend to you an offer of employment to join the Jabil team! We hope that you choose Jabil as we continue to be recognized as a leader in electronic product solutions providing comprehensive electronics design, manufacturing and product management services. Our culture is based on recognizing the valuable contributions of our employees.

This letter will confirm our offer of employment on the following terms:

- **Position:** You will be joining the Jabil organization as **Director Engineering Services**, reporting to **John Dulchinos**. Your starting date will be a mutually agreed upon date and based upon your employment status. You will be scheduled to attend a mandatory New Employee Orientation upon your starting date. A Jabil representative will be contacting you with the details of this Orientation once your signed offer has been received.
- **Location:** You will be based out of our **San Jose, CA** facility.
- **Salary:** Your base salary, if annualized, will be **\$190,000.00 USD**, paid in bi-weekly increments of **\$7,307.69 USD**.
- **Bonus:** You will be eligible for a **performance bonus** of up to **40%** of your base salary. This bonus is paid quarterly and based upon meeting the goals and objectives set forth for the position, as well as the performance of the corporation. You must be employed on the bonus payment date in order to be eligible and any bonus payable on account of your first year of employment will be pro-rated for the portion of the calendar year you were employed with Jabil.
- **Personal Time Off:** Your annual **PTO** accrual will be eighty hours per year.
- **Stock Purchase Plan:** You will be eligible to participate in Jabil's Employee Stock Purchase Plan, which allows you to purchase shares of common stock at an amount equal to 85% of the Fair Market Value, at the first offering period following 90 days of employment.
- **401K Retirement Savings Plan:** You will be eligible to participate in Jabil's 401(k) Retirement Savings Plan on the 91st day of employment.
- **Benefits:** You will be eligible to participate in Jabil's comprehensive flexible benefits program. All employees are offered health benefits the first of the month following 30 days of employment. More detailed information regarding Jabil's benefits program will be discussed in New Employee Orientation.

10560 DR. MARTIN LUTHER KING JR ST. N.
ST. PETERSBURG, FLORIDA 33716 USA
+1.727.577.9749
+1.727-579.8529-FAX

WWW.JABIL.COM

Composite Exhibit A

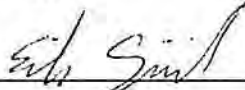
Page 3 of 3

Sincerely,



Xavier Thomas
Recruitment Specialist II

I have read and understand the above terms of this written offer of employment and accept the position as stated.



Erik Gjovik

1/19/16

Date

1/25/16

My Start Date is:



JOB DESCRIPTION ACKNOWLEDGEMENT FORM

I have received a copy of the job description for the position I am being offered:

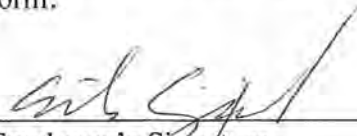
Position: Director Engineering Services - Additive Manufacturing

Revision Date: 1/20/16

I have read this job description (or had it read to me) and I completely understand all my job duties and responsibilities. I am able to perform the essential functions as outlined with or without reasonable accommodation. I understand that I may be required to perform additional job duties on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. If I have any questions about any job duties that I am asked to perform, I should discuss them with my immediate supervisor or a member of the Human Resources staff.

I further understand that future performance evaluations, incentive pay, and merit increases to may be based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor.

I have discussed any questions I may have had about this job description prior to signing this form.


Employee's Signature

Erik Gjøvik
Employee's Printed Name (print)

1/21/16
Date

Please return the signed form to your Human Resources Department.



August 22, 2016

William MacNeish
603 Clubhouse Ave
Newport Beach, CA 92663

Dear William,

We are pleased to extend to you an offer of employment to join the Jabil team! We hope that you choose Jabil as we continue to be recognized as a leader in electronic product solutions providing comprehensive electronics design, manufacturing and product management services. Our culture is based on recognizing the valuable contributions of our employees.

This letter will confirm our offer of employment on the following terms:

- **Position:** You will be joining the Jabil organization as **Sr Principal Design Engineer**, reporting to **Erik Gjovik**. Your starting date will be a mutually agreed upon date and based upon your employment status. You will be scheduled to attend a mandatory New Employee Orientation upon your starting date. A Jabil representative will be contacting you with the details of this Orientation once your signed offer has been received.
- **Location:** You will be based out of our **San Jose, CA Blue Sky** facility.
- **Salary:** Your base salary, if annualized, will be **\$170,000.00 USD**, paid in bi-weekly increments of **\$6,538.46 USD**.
- **Bonus:** You will be eligible for a performance bonus of up to 20% of your base salary. This bonus is paid quarterly and based upon meeting the goals and objectives set forth for the position, as well as the performance of the corporation. You must be employed on the bonus payment date in order to be eligible and any bonus payable on account of your first year of employment will be pro-rated for the portion of the calendar year you were employed with Jabil.
- **Personal Time Off:** Your annual **PTO** accrual will be eighty hours per year.
- **Stock Purchase Plan:** You will be eligible to participate in Jabil's Employee Stock Purchase Plan, which allows you to purchase shares of common stock at an amount equal to 85% of the Fair Market Value, at the first offering period following 90 days of employment.
- **401K Retirement Savings Plan:** You will be eligible to participate in Jabil's 401(k) Retirement Savings Plan on the first day of the month following 30 days of employment.
- **Benefits:** You will be eligible to participate in Jabil's comprehensive flexible benefits program. All employees are offered health benefits the first of the month following 30 days of employment. More detailed information regarding Jabil's benefits program will be discussed in New Employee Orientation.

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Page 2 of 2

The employment relationship is "at will," which means the relationship may be ended by you or Jabil Circuit for any reason, at any time.

Please be advised that your employment is contingent upon:

Pre-employment Drug Screen

You will be sent an email from First Advantage to complete the drug screening through Quest Diagnostics. Please complete the pre-employment drug-screening test within three days of receiving this email.

Pre-employment Background Investigation

Your employment is contingent upon your the results of a background screen that will be conducted by Jabil or on the behalf of Jabil. You will be sent a link via email from First Advantage. Please sign and submit the release that you will receive online. Please know that failure to complete the release could delay the hiring process.

ALL screens **MUST** be performed and complete documents submitted to Human Resources upon your written acceptance of your offer letter.

Authorization to Work

In order to comply with federal regulations, relative to authorization to work in the United States (Immigration Reform Act of 1986), you will be required to present documents that establish identity and employment eligibility. Please see the complete list of acceptable documents and be prepared to present them on your first day of employment.

Commitment of Confidentiality

Since you have accepted a position of trust which requires the maintenance of confidential and proprietary information, you will be required to sign the Commitment of Confidentiality. Please sign both copies and return one for our records. This letter also confirms that you have no obligations, oral or in writing, with any of your former employers which restrict your ability to be employed by Jabil.

You understand that your continued employment is contingent upon this representation. Additionally, Jabil has not made this offer of employment to you in order to obtain from you any confidential information or trade secret information of your former employers, and Jabil will not ask you to use or disclose such confidential information in your Jabil employment.

We are committed to our employees and are also confident that your acceptance of employment will provide you with an excellent opportunity to enhance your professional and personal goals.

Please indicate your written acceptance by signing the original copy of this letter and returning all pages of it to Jabil Circuit. Please scan and e-mail your acceptance to xavier_thomas@jabil.com. This offer, if not accepted, will expire on **August 29, 2016**.

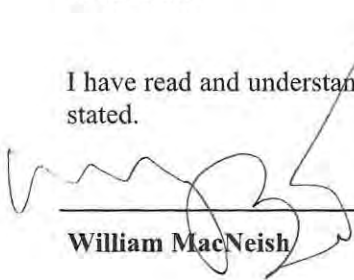
We look forward to working with you at Jabil Circuit. Should you have any questions pertaining to this offer, feel free to contact me at **727-803-5614**.

Page 3 of 3

Sincerely,

Xavier Thomas
Sr Recruiter

I have read and understand the above terms of this written offer of employment and accept the position as stated.



William MacNeish

8/24/16

Date

9/15/16

My Start Date is:



JOB DESCRIPTION ACKNOWLEDGEMENT FORM

I have received a copy of the job description for the position I am being offered:

Position: SS. PRINCIPAL EVALUATOR

Revision Date: 8/23/16

I have read this job description (or had it read to me) and I completely understand all my job duties and responsibilities. I am able to perform the essential functions as outlined with or without reasonable accommodation. I understand that I may be required to perform additional job duties on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. If I have any questions about any job duties that I am asked to perform, I should discuss them with my immediate supervisor or a member of the Human Resources staff.

I further understand that future performance evaluations, incentive pay, and merit increases to may be based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor.

I have discussed any questions I may have had about this job description prior to signing this form.

Employee's Signature

W. MONTGOMERY III

Employee's Printed Name (print)

8/24/16

Date

Please return the signed form to your Human Resources Department.

March 20, 2017

Jason Greene
6471 Viking Circle
Huntington Beach, CA 92647

Dear Jason,

We are pleased to extend to you an offer of employment to join the Jabil team! We hope that you choose Jabil as we continue to be recognized as a leader in electronic product solutions providing comprehensive electronics design, manufacturing and product management services. Our culture is based on recognizing the valuable contributions of our employees.

This letter will confirm our offer of employment on the following terms:

- **Position:** You will be joining the Jabil organization as **Engineer V**, reporting to **Terry MacNeish**. Your starting date will be a mutually agreed upon date and based upon your employment status. You will be scheduled to attend a mandatory New Employee Orientation upon your starting date. A Jabil representative will be contacting you with the details of this Orientation once your signed offer has been received.
- **Location:** You will be based out of your home office in CA.
- **Salary:** Your base salary, if annualized, will be **\$157,000.00 USD**, paid in bi-weekly increments of **\$6,038.46USD**.
- **Bonus:** You will be eligible for a performance bonus of up to **20%** of your base salary. This bonus is paid annually and based upon meeting the goals and objectives set forth for the position, as well as the performance of the corporation. You must be employed on the bonus payment date in order to be eligible and any bonus payable on account of your first year of employment will be pro-rated for the portion of the calendar year you were employed with Jabil.
- **Personal Time Off:** Your annual PTO accrual will be eighty (80) hours per year.
- **Stock Purchase Plan:** You will be eligible to participate in Jabil's Employee Stock Purchase Plan, which allows you to purchase shares of common stock at an amount equal to 85% of the Fair Market Value, at the first offering period following 90 days of employment.
- **401K Retirement Savings Plan:** You will be eligible to participate in Jabil's 401(k) Retirement Savings Plan on the first day of the month following 30 days of employment.
- **Benefits:** You will be eligible to participate in Jabil's comprehensive flexible benefits program. All employees are offered health benefits the first of the month following 30 days of employment. More detailed information regarding Jabil's benefits program will be discussed in New Employee Orientation.

The employment relationship is “at will,” which means the relationship may be ended by you or Jabil Circuit for any reason, at any time.

Please be advised that your employment is contingent upon:

Pre-employment Drug Screen

You will be sent an email from First Advantage to complete the drug screening through Quest Diagnostics. Please complete the pre-employment drug-screening test within three days of receiving this email.

Pre-employment Background Investigation

Your employment is contingent upon your the results of a background screen that will be conducted by Jabil or on the behalf of Jabil. You will be sent a link via email from First Advantage. Please sign and submit the release that you will receive online. Please know that failure to complete the release could delay the hiring process.

ALL screens **MUST** be performed and complete documents submitted to Human Resources upon your written acceptance of your offer letter.

Authorization to Work

In order to comply with federal regulations, relative to authorization to work in the United States (Immigration Reform Act of 1986), you will be required to present documents that establish identity and employment eligibility. Please see the complete list of acceptable documents and be prepared to present them on your first day of employment.

Commitment of Confidentiality

Since you have accepted a position of trust which requires the maintenance of confidential and proprietary information, you will be required to sign the Commitment of Confidentiality. Please sign both copies and return one for our records. This letter also confirms that you have no obligations, oral or in writing, with any of your former employers which restrict your ability to be employed by Jabil.

You understand that your continued employment is contingent upon this representation. Additionally, Jabil has not made this offer of employment to you in order to obtain from you any confidential information or trade secret information of your former employers, and Jabil will not ask you to use or disclose such confidential information in your Jabil employment.

We are committed to our employees and are also confident that your acceptance of employment will provide you with an excellent opportunity to enhance your professional and personal goals.

Please indicate your written acceptance by signing the original copy of this letter and returning all pages of it to Jabil Circuit. Please scan and e-mail your acceptance to **xavier_thomas@jabil.com**. This offer, if not accepted, will expire on **March 27, 2017**.

We look forward to working with you at Jabil Circuit. Should you have any questions pertaining to this offer, feel free to contact me at **727-803-5614**.

Page 3 of 3

Sincerely,

Xavier Thomas
Sr Recruiter

I have read and understand the above terms of this written offer of employment and accept the position as stated.

Jason Greene



Date

March 21, 2017

My Start Date is:

April 10, 2017



JOB DESCRIPTION ACKNOWLEDGEMENT FORM

I have received a copy of the job description for the position I am being offered:

Position: Engr 5

Revision Date: March 20, 2017

I have read this job description (or had it read to me) and I completely understand all my job duties and responsibilities. I am able to perform the essential functions as outlined with or without reasonable accommodation. I understand that I may be required to perform additional job duties on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. If I have any questions about any job duties that I am asked to perform, I should discuss them with my immediate supervisor or a member of the Human Resources staff.

I further understand that future performance evaluations, incentive pay, and merit increases to may be based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor.

I have discussed any questions I may have had about this job description prior to signing this form.


Employee's Signature

Jason Greene
Employee's Printed Name (print)

March 21, 2017
Date

Please return the signed form to your Human Resources Department.



September 6, 2016

Chad Eichele
24381 Calle Pequeno
Lake Forest, CA 92630

Dear Chad,

We are pleased to extend to you an offer of employment to join the Jabil team! We hope that you choose Jabil as we continue to be recognized as a leader in electronic product solutions providing comprehensive electronics design, manufacturing and product management services. Our culture is based on recognizing the valuable contributions of our employees.

This letter will confirm our offer of employment on the following terms:

- **Position:** You will be joining the Jabil organization as **Engineer V**, reporting to **Terry MacNeish**. Your starting date will be a mutually agreed upon date and based upon your employment status. You will be scheduled to attend a mandatory New Employee Orientation upon your starting date. A Jabil representative will be contacting you with the details of this Orientation once your signed offer has been received.
- **Location:** You will work remotely from Orange County CA.
- **Salary:** Your base salary, if annualized, will be **\$140,000.00 USD**, paid in bi-weekly increments of **\$5,384.62 USD**.
- **Bonus:** You will be eligible for a performance bonus of up to 15% of your base salary. This bonus is paid quarterly and based upon meeting the goals and objectives set forth for the position, as well as the performance of the corporation. You must be employed on the bonus payment date in order to be eligible and any bonus payable on account of your first year of employment will be pro-rated for the portion of the calendar year you were employed with Jabil.
- **Personal Time Off:** Your annual **PTO** accrual will be eighty hours per year.
- **Stock Purchase Plan:** You will be eligible to participate in Jabil's Employee Stock Purchase Plan, which allows you to purchase shares of common stock at an amount equal to 85% of the Fair Market Value, at the first offering period following 90 days of employment.
- **401K Retirement Savings Plan:** You will be eligible to participate in Jabil's 401(k) Retirement Savings Plan on the first day of the month following 30 days of employment.
- **Benefits:** You will be eligible to participate in Jabil's comprehensive flexible benefits program. All employees are offered health benefits the first of the month following 30 days of employment. More detailed information regarding Jabil's benefits program will be discussed in New Employee Orientation.

The employment relationship is "at will," which means the relationship may be ended by you or Jabil Circuit for any reason, at any time.

Please be advised that your employment is contingent upon:

Pre-employment Drug Screen

You will be sent an email from First Advantage to complete the drug screening through Quest Diagnostics. Please complete the pre-employment drug-screening test within three days of receiving this email.

Pre-employment Background Investigation

Your employment is contingent upon your the results of a background screen that will be conducted by Jabil or on the behalf of Jabil. You will be sent a link via email from First Advantage. Please sign and submit the release that you will receive online. Please know that failure to complete the release could delay the hiring process.

ALL screens **MUST** be performed and complete documents submitted to Human Resources upon your written acceptance of your offer letter.

Authorization to Work

In order to comply with federal regulations, relative to authorization to work in the United States (Immigration Reform Act of 1986), you will be required to present documents that establish identity and employment eligibility. Please see the complete list of acceptable documents and be prepared to present them on your first day of employment.

Commitment of Confidentiality

Since you have accepted a position of trust which requires the maintenance of confidential and proprietary information, you will be required to sign the Commitment of Confidentiality. Please sign both copies and return one for our records. This letter also confirms that you have no obligations, oral or in writing, with any of your former employers which restrict your ability to be employed by Jabil.

You understand that your continued employment is contingent upon this representation. Additionally, Jabil has not made this offer of employment to you in order to obtain from you any confidential information or trade secret information of your former employers, and Jabil will not ask you to use or disclose such confidential information in your Jabil employment.

We are committed to our employees and are also confident that your acceptance of employment will provide you with an excellent opportunity to enhance your professional and personal goals.

Please indicate your written acceptance by signing the original copy of this letter and returning all pages of it to Jabil Circuit. Please scan and e-mail your acceptance to xavier_thomas@jabil.com. This offer, if not accepted, will expire on **September 12, 2016**.


We look forward to working with you at Jabil Circuit. Should you have any questions pertaining to this offer, feel free to contact me at **727-803-5614**.

Page 3 of 3

Sincerely,

Xavier Thomas
Sr Recruiter

I have read and understand the above terms of this written offer of employment and accept the position as stated.



Chad Eichele

9/8/16

Date

TBD

My Start Date is:



JOB DESCRIPTION ACKNOWLEDGEMENT FORM

I have received a copy of the job description for the position I am being offered:

Position: Engineer V

Revision Date: 2014-02-18

I have read this job description (or had it read to me) and I completely understand all my job duties and responsibilities. I am able to perform the essential functions as outlined with or without reasonable accommodation. I understand that I may be required to perform additional job duties on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. If I have any questions about any job duties that I am asked to perform, I should discuss them with my immediate supervisor or a member of the Human Resources staff.

I further understand that future performance evaluations, incentive pay, and merit increases to may be based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor.

I have discussed any questions I may have had about this job description prior to signing this form.


Employee's Signature

Chad Eschele
Employee's Printed Name (print)

9/8/16
Date

Please return the signed form to your Human Resources Department.

Composite Exhibit B



COMMITMENT OF CONFIDENTIALITY

This Commitment of Confidentiality Agreement (the "Agreement"), is made this 17th Day of April, 2015 between Jabil and Gregory Ojeda ("Employee"). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to Jabil.

Employee and Jabil agree that in the course of Employee's employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy ("Trade Secrets");

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers ("Proprietary Materials"); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee's employment or related to Jabil's business; or (ii) conceived in whole or in part by using Jabil's time or resources ("Work Product").

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as "Confidential Materials". Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

- *I acknowledge that the protection of Confidential Materials and Work Product is critical to Jabil's business and failure to protect the Confidential Materials and Work Product will irreparably harm Jabil.*

- *I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

- *I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to honor this Agreement throughout the Restricted Period (defined below);*

- *I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

- *I agree that this Agreement is effective during my employment and for two years after my employment ends ("Restricted Period"). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

- *I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed "works made for hire" and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil's request, I will perform any acts necessary to perfect Jabil's ownership of Work Product and will comply with Jabil's Innovation Disclosure procedure;*

- *In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

- *I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

PLEASE INITIAL ONE:

i. 6-11-15 No, there are no such existing obligations.

ii. ___ Yes, the existing obligations, for which I own or have any claim in, are listed in Exhibit A.

- *I will not exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement's purpose.*

• *During the Restricted Period, I will not solicit any customer of Jabil, with which I had contact, to provide any goods or services competitive with Jabil's business, and I will not solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil's business.*

• *I understand that, if a judicial order requires my disclosure of the Confidential Materials or Work Product, I will immediately provide Jabil with a written notice. If I am compelled to disclose the Confidential Materials or Work Product or stand liable for contempt, I may disclose such Confidential Materials or Work Product to the court only if I have notified Jabil and disclose only the Confidential Materials that I am legally required to disclose.*

General

1. No Right to Disclosure or Access. This Agreement in no way constitutes an agreement by Jabil to disclose or make available any particular Confidential Materials, Work Product or other information to Employee.

2. Waiver. A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute the waiver of any other breach.

3. Survival. Notwithstanding the termination of Employee's employment by Jabil for any reason, the covenants contained in this Agreement survive and remain in full force and effect.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5. Governing Law. The laws of the State of Florida shall govern this Agreement, excluding any rules relating to conflicts of laws. Employee agrees that any claim arising out or relating to this Agreement shall be brought (i) in the Pinellas County, Florida, or (ii) removed to the United States District Court for the Middle District of Florida, unless it is necessary for Jabil to seek injunctive or equitable relief in some other court of competent jurisdiction in order to prohibit Employee's actual or threatened unauthorized use, disclosure or reproduction of Confidential Materials or Work Product. Employee consents to personal jurisdiction of the courts identified above. In connection with any action brought in such courts, Employee (a) waives any objection to jurisdiction or venue, (b) waives any defense claiming lack of jurisdiction or improper venue, and (c) consents to entry of an order imposing injunctive or equitable relief for any breach of this Agreement, without necessity of posting bond. .

6. Binding Effect. This Agreement is binding upon, and shall inure to the successors and assigns of the respective parties.

7. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one party drafted this Agreement shall not be used in its interpretation.

8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9. Affirmation. Employee acknowledges that he or she has carefully read this Agreement, knows and understands its terms and conditions, and has had the opportunity to ask Jabil any questions that Employee may have had prior to signing this Agreement.

SIGNATURES/AUTHORIZATION

Employee Signature 

Date 4/17/2015

Employee (Printed) Name: Greg Ojeda

Witness Signature: _____ Date: _____

Witness (Printed) Name: _____ Witness Title: _____

Exhibit A
Employee's Existing Obligations, Restrictions, Agreements
and
Proprietary Rights

Exhibit B

CALIFORNIA LABOR CODE SECTION 2870

Employee acknowledges and understands that Jabil's ownership of Work Product does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.



COMMITMENT OF CONFIDENTIALITY

This Commitment of Confidentiality Agreement (the “Agreement”), is made on 1/21/2016 between **Jabil** and Gjovik, Erik John (“Employee”). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to **Jabil**.

Employee and Jabil agree that in the course of Employee’s employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy (“Trade Secrets”);

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers (“Proprietary Materials”); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee’s employment or related to Jabil’s business; or (ii) conceived in whole or in part by using Jabil’s time or resources (“Work Product”).

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as “Confidential Materials”. Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

- *I acknowledge that the protection of Confidential Materials and Work Product is critical to Jabil’s business and failure to protect the Confidential Materials and Work Product will irreparably harm Jabil.*

- *I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

- *I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to*

honor this Agreement throughout the Restricted Period (defined below);

- *I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

- *I agree that this Agreement is effective during my employment and for two years after my employment ends (“Restricted Period”). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

- *I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed “works made for hire” and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil’s request, I will perform any acts necessary to perfect Jabil’s ownership of Work Product and will comply with Jabil’s Innovation Disclosure procedure;*

- *In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

- *I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

PLEASE INITIAL ONE:

i. No, there are no such existing obligations.

ii. Yes, the existing obligations, for which I own or have any claim in, are listed in Exhibit A.

 No, there are no such existing obligations.

• I will not exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement’s purpose.

• During the Restricted Period, I will not solicit any customer of Jabil, with which I had contact, to provide any goods or services competitive with Jabil’s business, and I will not solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil’s business.

• I understand that, if a judicial order requires my disclosure of the Confidential Materials or Work Product, I will immediately provide Jabil with a written notice. If I am compelled to disclose the Confidential Materials or Work Product or stand liable for contempt, I may disclose such Confidential Materials or Work Product to the court only if I have notified Jabil and disclose only the Confidential Materials that I am legally required to disclose.

General

1. No Right to Disclosure or Access. This Agreement in no way constitutes an agreement by Jabil to disclose or make available any particular Confidential Materials, Work Product or other information to Employee.

2. Waiver. A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute the waiver of any other breach.

3. Survival. Notwithstanding the termination of Employee’s employment by Jabil for any reason, the covenants contained in this Agreement survive and remain in full force and effect.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement.

5. Governing Law. The laws of the State of Florida shall govern this Agreement, excluding any rules relating to conflicts of laws. Employee agrees that any claim arising out or relating to this Agreement shall be brought (i) in the Pinellas County, Florida, or (ii) removed to the United States District Court for the Middle District of Florida, unless it is necessary for Jabil to seek injunctive or equitable relief in some other court of competent jurisdiction in order to prohibit Employee’s actual or threatened unauthorized use, disclosure or reproduction of Confidential Materials or Work Product. Employee consents to personal jurisdiction of the courts identified above. In connection with any action brought in such courts, Employee (a) waives any objection to jurisdiction or venue, (b) waives any defense claiming lack of jurisdiction or improper venue, and (c) consents to entry of an order imposing injunctive or equitable relief for any breach of this Agreement, without necessity of posting bond. .

6. Binding Effect. This Agreement is binding upon, and shall inure to the successors and assigns of the respective parties.

7. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one party drafted this Agreement shall not be used in its interpretation.

8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9. Affirmation. Employee acknowledges that he or she has carefully read this Agreement, knows and understands its terms and conditions, and has had the opportunity to ask Jabil any questions that Employee may have had prior to signing this Agreement.

SIGNATURES/AUTHORIZATION

Employee Signature  Digitally Signed By: Erik John Gjovik on 01/21/2016

Date: 1/21/2016

Employee (Printed) Name: Erik John Gjovik

Witness Signature: _____

Date: _____

Witness (Printed) Name: _____

Exhibit A

Employee's Existing Obligations, Restrictions, Agreements

and

Proprietary Rights

Exhibit B

CALIFORNIA LABOR CODE SECTION 2870

Employee acknowledges and understands that Jabil's ownership of Work Product does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.



COMMITMENT OF CONFIDENTIALITY

This Commitment of Confidentiality Agreement (the "Agreement"), is made on 8/30/2016 between **Jabil** and Macneish, William Jack ("Employee"). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to **Jabil**.

Employee and Jabil agree that in the course of Employee's employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy ("Trade Secrets");

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers ("Proprietary Materials"); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee's employment or related to Jabil's business; or (ii) conceived in whole or in part by using Jabil's time or resources ("Work Product").

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as "Confidential Materials". Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

- I acknowledge that the protection of Confidential Materials and Work Product is critical to Jabil's business and failure to protect the Confidential Materials and Work Product will irreparably harm Jabil.*

- I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

- I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to*

honor this Agreement throughout the Restricted Period (defined below);

- I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

- I agree that this Agreement is effective during my employment and for two years after my employment ends ("Restricted Period"). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

- I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed "works made for hire" and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil's request, I will perform any acts necessary to perfect Jabil's ownership of Work Product and will comply with Jabil's Innovation Disclosure procedure;*

- In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

- I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

PLEASE INITIAL ONE:

i. No, there are no such existing obligations.

ii. Yes, the existing obligations, for which I own or have any claim in, are listed in Exhibit A.

No, there are no such existing obligations.

• I will not exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement’s purpose.

• During the Restricted Period, I will not solicit any customer of Jabil, with which I had contact, to provide any goods or services competitive with Jabil’s business, and I will not solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil’s business.

• I understand that, if a judicial order requires my disclosure of the Confidential Materials or Work Product, I will immediately provide Jabil with a written notice. If I am compelled to disclose the Confidential Materials or Work Product or stand liable for contempt, I may disclose such Confidential Materials or Work Product to the court only if I have notified Jabil and disclose only the Confidential Materials that I am legally required to disclose.

General

1. No Right to Disclosure or Access. This Agreement in no way constitutes an agreement by Jabil to disclose or make available any particular Confidential Materials, Work Product or other information to Employee.

2. Waiver. A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute the waiver of any other breach.

3. Survival. Notwithstanding the termination of Employee’s employment by Jabil for any reason, the covenants contained in this Agreement survive and remain in full force and effect.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement.

5. Governing Law. The laws of the State of Florida shall govern this Agreement, excluding any rules relating to conflicts of laws. Employee agrees that any claim arising out or relating to this Agreement shall be brought (i) in the Pinellas County, Florida, or (ii) removed to the United States District Court for the Middle District of Florida, unless it is necessary for Jabil to seek injunctive or equitable relief in some other court of competent jurisdiction in order to prohibit Employee’s actual or threatened unauthorized use, disclosure or reproduction of Confidential Materials or Work Product. Employee consents to personal jurisdiction of the courts identified above. In connection with any action brought in such courts, Employee (a) waives any objection to jurisdiction or venue, (b) waives any defense claiming lack of jurisdiction or improper venue, and (c) consents to entry of an order imposing injunctive or equitable relief for any breach of this Agreement, without necessity of posting bond. .

6. Binding Effect. This Agreement is binding upon, and shall inure to the successors and assigns of the respective parties.

7. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one party drafted this Agreement shall not be used in its interpretation.

8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9. Affirmation. Employee acknowledges that he or she has carefully read this Agreement, knows and understands its terms and conditions, and has had the opportunity to ask Jabil any questions that Employee may have had prior to signing this Agreement.

SIGNATURES/AUTHORIZATION

Employee Signature  Digitally Signed By: William Jack Macneish III on 08/30/2016

Date: 8/30/2016

Employee (Printed) Name: William Jack Macneish III

Witness Signature: _____

Date: _____

Witness (Printed) Name: _____

Exhibit A

Employee's Existing Obligations, Restrictions, Agreements

and

Proprietary Rights

Exhibit B

CALIFORNIA LABOR CODE SECTION 2870

Employee acknowledges and understands that Jabil's ownership of Work Product does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.



COMMITMENT OF CONFIDENTIALITY

This Commitment of Confidentiality Agreement (the "Agreement"), is made on 03/29/2017 between **Jabil** and Greene, Jason Curtis ("Employee"). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to **Jabil**.

Employee and Jabil agree that in the course of Employee's employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy ("Trade Secrets");

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers ("Proprietary Materials"); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee's employment or related to Jabil's business; or (ii) conceived in whole or in part by using Jabil's time or resources ("Work Product").

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as "Confidential Materials". Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

- I acknowledge that the protection of Confidential Materials and Work Product is critical to Jabil's business and failure to protect the Confidential Materials and Work Product will irreparably harm Jabil.*

- I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

- I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to*

honor this Agreement throughout the Restricted Period (defined below);

- I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

- I agree that this Agreement is effective during my employment and for two years after my employment ends ("Restricted Period"). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

- I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed "works made for hire" and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil's request, I will perform any acts necessary to perfect Jabil's ownership of Work Product and will comply with Jabil's Innovation Disclosure procedure;*

- In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

- I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

PLEASE INITIAL ONE:

i. No, there are no such existing obligations.

ii. Yes, the existing obligations, for which I own or have any claim in, are listed in Exhibit A.

No, there are no such existing obligations.

• I will not exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement’s purpose.

• During the Restricted Period, I will not solicit any customer of Jabil, with which I had contact, to provide any goods or services competitive with Jabil’s business, and I will not solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil’s business.

• I understand that, if a judicial order requires my disclosure of the Confidential Materials or Work Product, I will immediately provide Jabil with a written notice. If I am compelled to disclose the Confidential Materials or Work Product or stand liable for contempt, I may disclose such Confidential Materials or Work Product to the court only if I have notified Jabil and disclose only the Confidential Materials that I am legally required to disclose.

General

1. No Right to Disclosure or Access. This Agreement in no way constitutes an agreement by Jabil to disclose or make available any particular Confidential Materials, Work Product or other information to Employee.

2. Waiver. A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute the waiver of any other breach.

3. Survival. Notwithstanding the termination of Employee’s employment by Jabil for any reason, the covenants contained in this Agreement survive and remain in full force and effect.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement.

5. Governing Law. The laws of the State of Florida shall govern this Agreement, excluding any rules relating to conflicts of laws. Employee agrees that any claim arising out or relating to this Agreement shall be brought (i) in the Pinellas County, Florida, or (ii) removed to the United States District Court for the Middle District of Florida, unless it is necessary for Jabil to seek injunctive or equitable relief in some other court of competent jurisdiction in order to prohibit Employee’s actual or threatened unauthorized use, disclosure or reproduction of Confidential Materials or Work Product. Employee consents to personal jurisdiction of the courts identified above. In connection with any action brought in such courts, Employee (a) waives any objection to jurisdiction or venue, (b) waives any defense claiming lack of jurisdiction or improper venue, and (c) consents to entry of an order imposing injunctive or equitable relief for any breach of this Agreement, without necessity of posting bond. .


6. Binding Effect. This Agreement is binding upon, and shall inure to the successors and assigns of the respective parties.

7. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one party drafted this Agreement shall not be used in its interpretation.

8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9. Affirmation. Employee acknowledges that he or she has carefully read this Agreement, knows and understands its terms and conditions, and has had the opportunity to ask Jabil any questions that Employee may have had prior to signing this Agreement.

SIGNATURES/AUTHORIZATION

Employee Signature  Digitally signed by: Jason Curtis Greene on 03/29/2017

Date: 03/29/2017

Employee (Printed) Name: Jason Curtis Greene

Witness Signature: _____

Date: _____

Witness (Printed) Name: _____

Exhibit A

Employee's Existing Obligations, Restrictions, Agreements

and

Proprietary Rights

Exhibit B

CALIFORNIA LABOR CODE SECTION 2870

Employee acknowledges and understands that Jabil's ownership of Work Product does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.



COMMITMENT OF CONFIDENTIALITY

This Commitment of Confidentiality Agreement (the “Agreement”), is made on 9/19/2016 between **Jabil** and Eichele, Chad Cory (“Employee”). As used herein the term "Jabil" shall mean Jabil, a Delaware Corporation, and all of its direct and indirect subsidiaries, collectively, including but not limited to **Jabil**.

Employee and Jabil agree that in the course of Employee’s employment:

(a) Employee may develop or have access to information not commonly known or available to the public, that derives value from not being generally known to others who would also consider it of value and is the subject of efforts to maintain its secrecy (“Trade Secrets”);

(b) Employee may develop or have access to information that is proprietary to Jabil or its customers (“Proprietary Materials”); and/or

(c) Employee may create or make inventions, improvements, ideas, computer programs, works of authorship, and the like (i) resulting from or within the scope of Employee’s employment or related to Jabil’s business; or (ii) conceived in whole or in part by using Jabil’s time or resources (“Work Product”).

For purposes of this document, Trade Secrets and Proprietary Materials shall be referred to collectively, as “Confidential Materials”. Confidential Materials does not include information or material that is or becomes generally available to the public, other than as a result of unauthorized disclosure, or otherwise enters the public domain through lawful means.

Thus, Employee hereby declares, and agrees to comply with, the following:

≠ *I acknowledge that the protection of Confidential Materials and Work Product is critical to Jabil’s business and failure to protect the Confidential Materials and Work Product will irreparably harm Jabil.*

≠ *I will not use or permit access to the Confidential Materials or Work Product, other than to perform my employment duties with Jabil;*

≠ *I understand that my unauthorized use or disclosure of the Confidential Materials or Work Product may result in immediate termination of my employment, and in the event of such termination, I will immediately return all the Confidential Materials or Work Product in my possession or control to Jabil and notwithstanding my termination continue to*

honor this Agreement throughout the Restricted Period (defined below);

≠ *I will promptly notify Jabil if I have reason to believe that any other person is using the Confidential Materials or Work Product inappropriately and will cooperate with Jabil to prevent such future activity;*

≠ *I agree that this Agreement is effective during my employment and for two years after my employment ends (“Restricted Period”). However, solely with respect to Trade Secrets, this Agreement is effective as long as the information in question constitutes a trade secret under applicable law;*

≠ *I understand that, subject to the limitations of California Labor Code Section 2870, set forth in Exhibit B of this Agreement, all Work Product is deemed “works made for hire” and is owned by Jabil. I hereby assign the entirety of my right, title and interest in and to all Work Product to Jabil. At Jabil’s request, I will perform any acts necessary to perfect Jabil’s ownership of Work Product and will comply with Jabil’s Innovation Disclosure procedure;*

≠ *In the event of my actual or likely breach of this Agreement, Jabil will be entitled, among other remedies, to preliminary and permanent injunctive relief prohibiting any unauthorized use or disclosure of the Confidential Materials or Work Product, without posting bond or proving the inadequacy of available remedies at law.*

≠ *I agree to inform Jabil, upon execution of this Agreement, of any existing obligations that would interfere with my ability to comply with this Agreement.*

PLEASE INITIAL ONE:

i. No, there are no such existing obligations.

ii. Yes, the existing obligations, for which I own or have any claim in, are listed in Exhibit A.

No, there are no such existing obligations.

≠ I will not exploit for personal gain any of the Confidential Materials or Work Product, nor participate or assist with any other person, or entity, directly or indirectly, in a manner that contradicts or frustrates this Agreement's purpose.

≠ During the Restricted Period, I will not solicit any customer of Jabil, with which I had contact, to provide any goods or services competitive with Jabil's business, and I will not solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity engaged in Jabil's business.

≠ I understand that, if a judicial order requires my disclosure of the Confidential Materials or Work Product, I will immediately provide Jabil with a written notice. If I am compelled to disclose the Confidential Materials or Work Product or stand liable for contempt, I may disclose such Confidential Materials or Work Product to the court only if I have notified Jabil and disclose only the Confidential Materials that I am legally required to disclose.

General

1. No Right to Disclosure or Access. This Agreement in no way constitutes an agreement by Jabil to disclose or make available any particular Confidential Materials, Work Product or other information to Employee.

2. Waiver. A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute the waiver of any other breach.

3. Survival. Notwithstanding the termination of Employee's employment by Jabil for any reason, the covenants contained in this Agreement survive and remain in full force and effect.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement.

5. Governing Law. The laws of the State of Florida shall govern this Agreement, excluding any rules relating to conflicts of laws. Employee agrees that any claim arising out or relating to this Agreement shall be brought (i) in the Pinellas County, Florida, or (ii) removed to the United States District Court for the Middle District of Florida, unless it is necessary for Jabil to seek injunctive or equitable relief in some other court of competent jurisdiction in order to prohibit Employee's actual or threatened unauthorized use, disclosure or reproduction of Confidential Materials or Work Product. Employee consents to personal jurisdiction of the courts identified above. In connection with any action brought in such courts, Employee (a) waives any objection to jurisdiction or venue, (b) waives any defense claiming lack of jurisdiction or improper venue, and (c) consents to entry of an order imposing injunctive or equitable relief for any breach of this Agreement, without necessity of posting bond. .

6. Binding Effect. This Agreement is binding upon, and shall inure to the successors and assigns of the respective parties.

7. No Strict Construction. If there is a dispute about the language of this Agreement, the fact that one party drafted this Agreement shall not be used in its interpretation.

8. Entire Agreement. This Agreement, including Exhibit A, which is incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement.

9. Affirmation. Employee acknowledges that he or she has carefully read this Agreement, knows and understands its terms and conditions, and has had the opportunity to ask Jabil any questions that Employee may have had prior to signing this Agreement.

SIGNATURES/AUTHORIZATION

Employee Signature  Digitally Signed By: Chad Cory Eichele on 09/19/2016

Date: 9/19/2016

Employee (Printed) Name: Chad Cory Eichele

Witness Signature: _____

Date: _____

Witness (Printed) Name: _____

Exhibit A

Employee's Existing Obligations, Restrictions, Agreements

and

Proprietary Rights

Exhibit B

CALIFORNIA LABOR CODE SECTION 2870

Employee acknowledges and understands that Jabil's ownership of Work Product does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

Composite Exhibit C



October 11, 2017

Essentium Materials LLC
5880 Imperial Loop Ste. 10,
College Station, Texas, 77845

Re: Confidentiality Obligations, Intellectual Property Rights and Non-Solicitation

Dear Sir or Madam:

We understand Essentium Materials LLC ("Essentium") has recently hired Mr. William MacNeish, a former employee of Jabil, Inc. Given the directly competitive nature of Essentium's business to Jabil's business, and Mr. MacNeish's significant exposure to Jabil's confidential and proprietary information, including but not limited to Jabil's plans, technical roadmaps, specifications, product and material functionalities and know-how that also relate to 3D printers and 3D printer filament, it is important that we make you aware of Mr. MacNeish's ongoing obligations to Jabil in these regards.

We trust that Mr. MacNeish has made you aware of his continuing obligations to Jabil pursuant to his Commitment of Confidentiality, particularly in relation to the protection of Jabil confidential information, assignment of intellectual property rights and the solicitation of other Jabil employees.

Maintaining confidentiality of Jabil's confidential information, including the project(s) Mr. MacNeish worked on, remains paramount to Jabil, particularly in view of Jabil's substantial investment of time and resources. Any unauthorized use or dissemination of this information would adversely affect Jabil's business.

For clarity, Mr. MacNeish has, in his Commitment of Confidentiality with Jabil:

- Acknowledged that the protection of Jabil's Confidential Materials and his Work Product is critical to Jabil's business and failure to protect them will irreparably harm Jabil;
- Agreed he will not use or permit access to Jabil's Confidential Materials or his Work Product, other than to perform his employment duties with Jabil (which have ended); and
- Agreed he would not exploit for personal gain any of the Confidential Materials or his Work Product, nor participate or assist any other persons, or entity, directly or indirectly, in a manner that frustrates the purpose of his Commitment of Confidentiality with Jabil.

Additionally, Mr. MacNeish expressly assigned Jabil all of his right, title and interest in any inventions, improvements, ideas, computer programs and other works of authorship that (i) resulted from or within the scope of his employment with Jabil or related to Jabil's business, or (ii) were conceived in whole or in

10560 DR. MARTIN LUTHER KING JR., ST. N.
ST. PETERSBURG, FL 33716-3718
PHONE 727-577-8749
FAX 727-577-8529
WWW.JABIL.COM

part by using Jabil's time or resources.¹ So, the unauthorized reuse of any such inventions, improvements, ideas, computer programs and other works of authorship, in whole or part, may also violate Jabil's other intellectual property rights, in addition to his confidentiality obligations.

Finally, Mr. MacNeish agreed in writing that he would not, for two years, solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity in Jabil's business (nor participate or assist any other persons, or entity, directly or indirectly, in a manner that frustrates the purpose of his Commitment of Confidentiality with Jabil). Since Jabil is and will continue to be in the 3D printing business, Mr. MacNeish's undertakings are applicable to his current employment with Essentium.

We are not currently aware of any violation by Mr. MacNeish regarding his: (i) confidentiality obligations to Jabil, or any improper use of Jabil's confidential information, materials or work product; or (ii) obligations to Jabil to refrain from soliciting (or assisting Essentium to solicit) any employee to leave Jabil and/or join Essentium. We do, however, expect Mr. MacNeish to refrain from, any such actions.

It has come to our attention that Essentium has and/or may currently be in the process of recruiting other former and current Jabil employees. Please be advised these individuals have comparable confidentiality, assignment and non-solicitation obligations.

This letter does not prejudice any right or remedy which Jabil may have relating to these matters.

Sincerely,



Thomas Corwin
Vice President & Deputy General Counsel – Labor & Employment

¹ Subject to California Labor Code Section §2870.

ups Shipment Receipt

Transaction Date: 11 Oct 2017

Tracking Number:

1Z1011X52598169833

1 ADDRESS INFORMATION

Ship To:

Essentium Materials LLC
5880 Imperial Loop
Suite 10
COLLEGE
STATION TX 778456442
Telephone:727-803-7438
email:tonya_cherviok@jabil.co
m

Ship From:

Jabil Circuit, Inc.
Tonya Cherviok
10560 Dr. MLK Jr. Street North
Legal Department
SAINT PETERSBURG FL 33716
Telephone:727-803-7438
email:Tonya_Cherviok@jabil.co
m

Return Address:

Jabil Circuit, Inc.
Tonya Cherviok
10560 Dr. MLK Jr. Street North
Legal Department
SAINT PETERSBURG FL 33716
Telephone:727-803-7438
email:Tonya_Cherviok@jabil.co
m

2 PACKAGE INFORMATION

	WEIGHT	DIMENSIONS / PACKAGING	DECLARED VALUE	REFERENCE NUMBERS
1.	Letter (Letter billable)	UPS Letter		

3 UPS SHIPPING SERVICE AND SHIPPING OPTIONS

Service:

UPS Next Day Air

Guaranteed By:

10:30 AM Thursday, Oct 12, 2017

Shipping Fees Subtotal:

38.06 USD Additional Shipping Options

Transportation

35.91 USD

Delivery Confirmation:

Fuel Surcharge

2.15 USD

Package 1: Delivery Confirmation

2.00 USD

Total Shipping Charges

40.06 USD

4 PAYMENT INFORMATION

Bill Shipping Charges to:

Shipper's Account 1011X5

Shipping Charges:	40.06 USD
A discount has been applied to the Daily rates for this shipment	
Negotiated Charges:	13.55 USD
Subtotal Shipping Charges:	13.55 USD
Total Charges:	13.55 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

Composite Exhibit C

* For delivery and guarantee information, see the UPS Service Guide ({}). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) do not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.

Composite Exhibit D



October 11, 2017

William "Terry" MacNeish III
603 Clubhouse Ave
Newport Beach, CA 92663

Re: Confidentiality Obligations, Intellectual Property Rights and Non-Solicitation

Dear Mr. MacNeish:

We are aware you have taken a position with Essentium Materials LLC, whose business (according to its website) relates to 3D printers and 3D printer filament. As a recent Jabil employee, you had access to confidential and proprietary information, including, but not limited to, Jabil's plans, technical roadmaps, specifications, product and material functionalities and know-how that also relate to 3D printers and 3D printer filament. The purpose of this letter is to respectfully remind you of your ongoing confidentiality obligations to Jabil.

Maintaining confidentiality of Jabil's confidential information, including, but not limited to, Jabil's "TenX" printer program, remains paramount to Jabil, particularly in view of Jabil's substantial investment of time and resources. Any unauthorized use or dissemination of this or any of Jabil's confidential information would adversely affect Jabil's business.

Please be reminded that pursuant to the Commitment of Confidentiality you signed as part of your employment with Jabil, you are required to keep all Jabil confidential information confidential, and not improperly use or disclose this information. In your Commitment of Confidentiality, you:

- Acknowledged that the protection of Jabil's Confidential Materials and your Work Product is critical to Jabil's business and failure to protect them will irreparably harm Jabil;
- Agreed you will not use or permit access to Jabil's Confidential Materials or your Work Product, other than to perform your employment duties with Jabil (which have ended); and
- Agreed you would not exploit for personal gain any of the Confidential Materials or your Work Product, nor participate or assist any other persons, or entity, directly or indirectly, in a manner that frustrates the purpose of your Commitment of Confidentiality with Jabil.

To the extent you have any documents, records, information (including electronic copies or communications) or other property of Jabil, please immediately return them by contacting me at Thomas_Corwin@Jabil.com or by letter at the address below. I will arrange to have any such Jabil property picked up at Jabil's cost. If you have not retained any such Jabil property, please confirm this by sending me an email or letter.

10580 DR. MARTIN LUTHER KING JR., ST. N.
ST. PETERSBURG, FL 33716-3718
PHONE: 727-577-9749
FAX: 727-577-8520
WWW.JABIL.COM

Composite Exhibit D

Please also be reminded that you expressly assigned Jabil all of your right, title and interest in any inventions, improvements, ideas, computer programs and other works of authorship that (i) resulted from or within the scope of your employment with Jabil or related to Jabil's business, or (ii) were conceived in whole or in part by using Jabil's time or resources.¹ So, the unauthorized reuse of any such inventions, improvements, ideas, computer programs and other works of authorship, in whole or part, may also violate Jabil's other intellectual property rights, in addition to your confidentiality obligations.

Finally, please also be reminded that you agreed in writing that you would not, for two years, solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) work for any other person or entity in Jabil's business (nor participate or assist any other persons, or entity, directly or indirectly, in a manner that frustrates the purpose of your Commitment of Confidentiality with Jabil). Since Jabil is and will continue to be in the 3D printing business, your agreement applies to Essentium Materials LLC. We expect you to honor the obligations under your Commitment of Confidentiality with Jabil.

We are not currently aware of any violation of: (i) your confidentiality obligations to Jabil, or any improper use of Jabil's confidential information, materials or work product by you, whether included in the above-enumerated items or mentally retained, either for yourself or Essentium Materials LLC, or that might impact Jabil's other intellectual property rights; or (ii) your obligations to Jabil to refrain from soliciting (or assisting Essentium Materials LLC to solicit) any employee to leave Jabil and/or join Essentium Materials LLC. You are, however, expected to refrain from, any such actions.

Please know that Jabil takes these matters seriously and will aggressively pursue all available remedies if violations of these obligations are discovered.

Given the directly competitive nature of Essentium Materials LLC's business to Jabil's business, please also be aware that Jabil has separately sent a letter to Essentium Materials LLC regarding your ongoing obligations to Jabil, a copy of which is enclosed.

This letter does not prejudice any right or remedy which Jabil may have regarding these matters.

Respectfully,



Thomas Corwin
Vice President & Deputy General Counsel – Labor & Employment

¹ Subject to California Labor Code Section §2870.

ups Shipment Receipt

Transaction Date: 11 Oct 2017

Tracking Number:

1Z1011X52599963642

1 ADDRESS INFORMATION

Ship To:

William "Terry" MacNeish III
603 Clubhouse Ave.
NEWPORT
BEACH CA 926633257
Telephone:727-803-7438
email:tonya_chervok@jabil.co
m Residential

Ship From:

Jabil Circuit, Inc
Tonya Chervok
10560 Dr. MLK Jr. Street North
Legal Department
SAINT PETERSBURG FL 33716
Telephone:727-803-7438
email:Tonya_Chervok@jabil.co
m

Return Address:

Jabil Circuit, Inc
Tonya Chervok
10560 Dr. MLK Jr. Street North
Legal Department
SAINT PETERSBURG FL 33716
Telephone:727-803-7438
email:Tonya_Chervok@jabil.co
m

2 PACKAGE INFORMATION

WEIGHT	DIMENSIONS / PACKAGING	DECLARED VALUE	REFERENCE NUMBERS
1. Letter (Letter billable)	UPS Letter		

3 UPS SHIPPING SERVICE AND SHIPPING OPTIONS

Service: UPS Next Day Air
Guaranteed By: 10:30 AM Thursday, Oct 12, 2017

Shipping Fees Subtotal:	47.66 USD	Additional Shipping Options	
Transportation	40.96 USD	Delivery Confirmation:	
Fuel Surcharge	2.70 USD	Package 1: Delivery Confirmation	2.00 USD
Residential Surcharge	4.00 USD	Total Shipping Charges	49.66 USD

4 PAYMENT INFORMATION

Bill Shipping Charges to: Shipper's Account 1011X5

Shipping Charges:	49.66 USD
A discount has been applied to the Daily rates for this shipment	
Negotiated Charges:	15.02 USD
Subtotal Shipping Charges:	15.02 USD
Total Charges:	15.02 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

Composite Exhibit D

* For delivery and guarantee information, see the UPS Service Guide ((0)). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to \$100 without a declaration of value. Unless a greater value is recorded in the declared value field of the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. To increase UPS's limit of liability for loss or damage, a shipper may declare a higher value and pay an additional charge. See the UPS Tariff/Terms and Conditions of Service ("UPS Terms") at www.ups.com for UPS's liability limits, maximum declared values, and other terms of service. UPS does not accept for transportation and shippers are prohibited from shipping, packages with a value of more than \$50,000. The only exception to the \$50,000 per package limit is for a package eligible for the Enhanced Maximum Declared Value of \$70,000 per package, as set forth in the UPS Terms. A package is eligible only if it meets the following requirements. The package must be (i) a domestic shipment; (ii) tendered pursuant to shipper's Scheduled Pickup Service; (iii) a UPS Next Day Air(R) delivery service is the service level selected; (iv) processed for shipment using a UPS Shipping System (declarations of value on paper Source Documents are not eligible for Enhanced Maximum Declared Value); and (v) do not contain hazardous material or a Perishable Commodity. Claims not made within nine months after delivery of the package (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Terms, which can be found at www.ups.com.

Composite Exhibit E

EMPLOYMENT SEPARATION AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This Employment Separation Agreement, Waiver and Release of Claims (“Separation Agreement”) is made and entered into between Erik Gjovik (“Employee”) and Jabil Inc. (“Jabil”).

WHEREAS, Employee is an “at will” employee of Jabil but Jabil and Employee now desire to amicably end their employment relationship and to fully and finally settle any and all existing or potential claims and disputes between them, whether known or unknown as of this date, and,

WHEREAS, Employee and Jabil wish to terminate Employee’s employment with Jabil effective October 13, 2017 (“Separation Date”), and

THEREFORE, the Parties agree as follows:

1. Employee’s separation and future relationship.

A. Employee’s employment by Jabil will end effective as of the close of business on the Separation Date.

B. Jabil will continue to pay Employee’s salary up to the Separation Date and also will pay or provide the following:

i. Employee’s balance (if any) in Jabil’s Employee Stock Purchase Plan as of the Separation Date, according to the Plan’s terms and conditions;

ii. the opportunity to elect the timing of distribution of Employee’s existing account balance in Jabil’s 401(k) plan, according to the terms and conditions of the plan; Jabil will not make any further contribution to Employee’s 401(k) account after the Separation Date and Employee remains responsible for repayment of any loans from the 401(k) account;

iii. any Paid Time Off (“PTO”) days accrued but unused by Employee as of the Separation Date, according to Jabil’s PTO policy; and

iv. the papers necessary for Employee to elect continuation of any group medical insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and the terms and conditions of Jabil’s medical plan.

C. Employee agrees not to disparage Jabil, that is, Employee agrees that in the future Employee will not make negative comments about Jabil or its products/services or personnel, or Employee’s employment by Jabil, whether directly or indirectly, orally or in writing or in any other manner (such as through the use of emails, blogs, photographs, social media (Facebook; Twitter), etc.) or any other electronic or web-based media); however, this sentence will not limit Employee’s right to testify truthfully if required by law or from participating fully in a government investigation. Employee agrees that, immediately after the Separation Date, Employee will update any profiles on any social media sites to reflect the end of Employee’s employment with Jabil.

D. Employee agrees that after the Separation Date, and as long as it does not jeopardize any future employment or cause substantial inconvenience, Employee will be available, upon reasonable notice and with no additional compensation other than as provided in paragraph 2 of this Separation Agreement, to respond to questions and provide assistance to Jabil regarding any transition issues or unfinished business arising from Employee’s departure. Jabil will endeavor to

~~schedule any meetings and/or calls at times that are mutually convenient and that do not interfere with Employee's future activities/employment.~~

E. Employee agrees to continue to be bound by and will abide by any previously-executed "non-disclosure agreement" ("NDA") with Jabil and/or any Jabil "Commitment of Confidentiality" or any customer-specific NDA, and that Employee will continue to be bound by and Employee will abide by all such obligations.

F. Employee agrees that, not later than the Separation Date, Employee will give to Jabil all property in Employee's possession, custody or control which was obtained from Jabil or from any of its customers/potential customers, vendors/potential vendors, merger/acquisition candidates, employees, contractors or consultants, including but not limited to the originals and all copies of any documents, files, data or information (electronic or hard-copy), access cards, credit cards, passwords and file-access methods/protocols, computers/laptops/PDAs (including all software and peripherals), cell phones, credit cards and stored documents/files/information (with all documents, files and information having been returned unaltered and unencrypted). Employee may keep copies of any documents essential to the filing of Employee's tax returns.

G. If Employee has charged personal expenses on a Jabil-issued credit card (e.g., American Express Corporate Card; AMEX Travel Card), Employee agrees to pay the card issuer in full the amount of these expenses, and any outstanding late fees.

H. If Employee has vested Jabil stock options, Employee must exercise them within thirty (30) days of the Separation Date. Any unvested Jabil stock options, stock appreciation rights or restricted stock awards will be forfeited in accordance with the terms of Employee's award agreements with Jabil and the applicable Jabil plan(s). Employee understands and agrees that (a) the federal "insider trading" securities laws continue to apply to Employee notwithstanding separation of employment from Jabil; (b) Jabil's Insider Trading Policy prohibits Employee from trading in Jabil securities while in possession of material nonpublic information concerning Jabil; and (c) the prohibition against such trading continues to apply to Employee after leaving Jabil. Therefore, Employee agrees to abide by the Jabil trading windows even after leaving Jabil until such time as the insider information Employee possesses, if any, becomes public.

2. Jabil's obligations to Employee.

A. In full consideration and as material inducement for Employee signing this Separation Agreement, Jabil will pay or provide Employee the following, which are voluntary payments Jabil is not legally required to make:

i. A one-time payment ("Severance") of Eighty-three Thousand Seventy-six and 92/100 (\$83,076.92) which is equal to Sixteen (16) weeks of Employee's regular compensation. The Severance will be paid on the next scheduled Jabil pay date after: (i) the Effective Date (defined below); and (ii) Jabil is satisfied, in its sole discretion, that Employee has complied with the obligations to return property (paragraph 1(F), above) and to pay in full any personal charges/late fees on Jabil-issued credit cards (paragraph 1(G), above).

ii. If Employee elects to continue any group medical coverage under COBRA, then Jabil will continue to pay the employer's portion of the premium for six (6) months.

Employee understands and agrees that Employee is solely responsible for paying the remaining portion of the COBRA premium for those months and the entire COBRA premium after that period expires.

B. Employee understands and agrees that the monies and benefits described in paragraphs 1 and 2, above, are the sole obligations of Jabil to Employee under this Separation Agreement or arising from Employee's employment by Jabil or the end of that employment. Employee further affirms that, with the payments under this Separation Agreement and that Employee has received from Jabil in the past, Employee then will have received all monies owed by Jabil to Employee, including all compensation (including wages/salary, and earned bonuses and commissions), accrued paid time off and leave (paid or unpaid), and benefits, except for any benefits in which Employee has vested rights pursuant to the terms of the applicable plans under applicable laws.

C. Employee agrees to be solely responsible for and to pay all taxes, contributions or other payments to any taxing authority arising from Employee's receipt of the monies paid under this Separation Agreement. Employee further acknowledges and agrees that Jabil has not provided any tax advice related to the receipt of monies payable under this Separation Agreement. Employee shall indemnify Jabil for any claims arising from Employee's failure to pay taxes owed on the payments herein.

D. Employee agrees that, if rehired by Jabil or hired by one of its affiliated entities, then Employee will not be eligible for severance benefits at the end of that future employment unless Employee completes one year of service after being re-hired/hired and, in that case, any future severance will be computed based on Employee's rehire/hire date and the company's severance policies and practices then in effect.

3. Employee's release of Jabil.

A. In exchange for the benefits given by Jabil to Employee under this Separation Agreement, Employee agrees, on Employee's own behalf and on behalf of any other person entitled to make a claim on behalf of or through Employee, that Employee hereby freely, finally, fully and forever releases and discharges Jabil from any and all claims and causes of action of any kind or nature that Employee once had or now has against Jabil (as defined below), including all claims arising out of Employee's employment or end of employment with Jabil, whether such claims are now known or unknown to Employee ("Released Claims"). Released Claims do not include: (i) any claims arising from events occurring after Employee signs this Separation Agreement; (ii) any Employee claims for vested benefits; (iii) any claims which by law may not be released by Employee; or (iv) any Employee claim for unemployment compensation benefits.

B. Employee realizes that there are many federal, state, and local laws and regulations relating to employment, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act of 1978; the Family and Medical Leave Act, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; the Federal False Claims Act, as amended; the National Labor Relations Act, as amended; the Worker Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Health

~~Insurance Portability and Accountability Act of 1996, as amended; the Employee Retirement and Income Security Act; the Massachusetts Wage Act; and various other federal, state and local constitutions, statutes, ordinances, human rights/discrimination retaliation/wage laws, contract claims, and common laws (including the laws of contract (both express and implied), intentional torts, and negligence), including any related damages, relief, attorneys' fees, and costs. Other than the claims not being released as specified in the last sentence of the previous subparagraph,~~
Employee intends to fully and finally release Jabil from any and all claims arising under such laws which Employee has or may have arising from events occurring prior to the date on which Employee signs this Separation Agreement.

C. Employee agrees that, in order to effect a complete release of all claims against Jabil, including Released Claims, it is Employee's intention that this Agreement shall be effective as a bar as to each and every claim, demand and cause of action specified above and, in furtherance of this intention, Employee hereby expressly waives any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action specified above. Section 1542 provides:

~~"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."~~

Employee acknowledges that Employee may hereafter discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that Employee understands the significance and consequence of such release and such specific waiver of Section 1542.

D. Employee is not aware of any facts suggesting that Jabil has violated any federal, state or local laws, regulations, or rules. Employee represents that Employee has not filed any lawsuit, complaint, grievance or demand for arbitration against Jabil, and agrees not to institute any such proceeding in the future other than a claim that Jabil has breached the terms of this Separation Agreement or as otherwise permitted by paragraph 5(F), below.

E. Nothing in this Separation Agreement constitutes or should be construed to constitute any admission or evidence of any liability by Jabil for a violation of any federal, state or local law. This Separation Agreement is intended to resolve any and all issues or claims that Employee may have against Jabil based on employment and the end of Employee's employment. Further, nothing in this Separation Agreement shall be interpreted or applied to affect or limit Employee's otherwise lawful ability to challenge, under the Older Workers Benefits Protection Act ("OWBPA"), the knowing and voluntary nature of Employee's release of any age discrimination claims before a court, at the United States Equal Employment Opportunity Commission ("EEOC"), or at any other federal, state, or local agency.

4. **Informed, voluntary signature.**

A. Jabil has attached as an exhibit to this Separation Agreement, pursuant to the OWBPA and ADEA statutes, important information about the reduction-in-force that is causing Employee's separation, and the persons selected and not selected for it. Employee agrees that Employee has received and reviewed that information.

B. Employee agrees that Employee was given an opportunity to consider this Separation Agreement and its attachments for forty-five (45) days before signing it. However, Employee cannot sign this Separation Agreement sooner than the close of business on Employee's last day of employment by Jabil. If it is signed sooner than forty-five (45) days after receiving it, Employee agrees that Employee has waived the opportunity to review it for that entire period. **Jabil advises Employee to consult an attorney before signing this Separation Agreement.**

C. Federal law requires that: (i) this Separation Agreement be revocable by Employee for seven (7) days following Employee signing it; and (ii) this Separation Agreement is not effective or enforceable until the 7-day period expires and Employee has not revoked it. If Employee wishes to revoke this Separation Agreement, a written notice of revocation must be sent by mail to Yecenia Smith, Human Resources Generalist, Jabil Inc., 10800 Roosevelt Blvd., St. Petersburg, FL 33716, so it is received not later than the close of business on the seventh day after Employee signed the Separation Agreement. If Employee does not revoke the Separation Agreement during the seven-day period, it will take effect on the eighth (8th) day after Employee's signature ("Effective Date"). If Employee revokes, Jabil will be required to pay/provide Employee only such monies and benefits as are required by law.

5. **Confidentiality.**

A. Employee agrees that, unless compelled by subpoena or requested by Jabil in the course of any transition assistance to Jabil or otherwise required by law, Employee will not at any time use or talk about, write about, disclose in any manner or publicize (i) the existence or terms of this Separation Agreement or its execution or implementation; (ii) Jabil's business operations, business or marketing strategies, finances, or employment data, policies or practices; or (iii) the proprietary or trade secret information of Jabil or its customers, vendors or merger/acquisition candidates ("Confidential Information"). Employee agrees that, promptly after the Separation Date, Employee will permanently delete all Confidential Information from all personal and home electronic storage devices.

B. If Employee is subpoenaed or is required to testify about Jabil or Employee's employment or end of employment by Jabil, Employee agrees to contact Jabil's Legal Department about the subpoena/demand within 72 hours of receiving it or before the date of the proposed testimony, whichever is earlier. Further, Employee agrees to meet and cooperate with Jabil's attorneys in preparation for such testimony (and, of course, Employee is expected at all times to testify truthfully).

C. It will not be a violation of this paragraph for Employee to report the monies being paid by Jabil pursuant to this Separation Agreement on Employee's tax returns or to inform any spouse or professional advisor of the amount/nature of the monies if Employee takes reasonable steps to ensure that the information will not be further disclosed, including Employee informing

any spouse or advisors that such information is confidential and must not be disclosed to others other than as required by law.

D. If Employee receives an inquiry from any representative of the media about Jabil or Employee's employment or end of employment with Jabil, Employee agrees not to respond but to promptly contact Jabil's Human Resources Department to inform it of the media inquiry.

E. Employee's obligations under this paragraph are in addition to and not in lieu of obligations under any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

F. Nothing in this Separation Agreement shall be construed to prohibit Employee from (i) filing a charge or complaint with the EEOC or any other fair employment practices agency; (ii) communicating directly with the United States Securities and Exchange Commission ("SEC") or any member of its staff, about any possible violation of federal securities law; (iii) making any disclosure protected under the whistleblower provisions of federal laws or regulations; or (iv) participating in any investigation or proceeding conducted by the EEOC or the SEC or any such agency. Employee does not need Employer's approval (or the approval of any officer, employee, or agent of Employer, including its legal counsel) prior to communicating directly with the EEOC or the SEC or their staff.

6. Conditions to Jabil's Obligations. Jabil's execution of and performance of obligations under this Separation Agreement are specifically conditioned on (a) Employee signing, dating and delivering to Jabil and not revoking this Separation Agreement; (b) Employee keeping confidential (other than as permitted by this Separation Agreement) the existence and terms of this Separation Agreement; (c) Employee's professional and competent performance of any job duties until the Separation Date; and (d) Employee's compliance with the terms of this Separation Agreement and any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

7. Miscellaneous.

A. This Separation Agreement shall be interpreted and enforced in accordance with the laws of the United States and the State of Florida. Any litigation between the parties must be brought in a court having jurisdiction in Pinellas County, Florida, the location of Jabil's headquarters, unless it is necessary for Jabil to institute suit in another jurisdiction to obtain injunctive relief to enforce the terms of this Separation Agreement.

B. This Separation Agreement, Employee's "Non-Disclosure Agreement" and/or "Commitment of Confidentiality" or customer-specific NDA, and any stock option agreements/awards represent the sole and entire agreement between the parties and supersede any and all prior agreements, negotiations and discussions between the parties with respect to Employee's employment or the end of that employment by Jabil.

C. If Jabil initiates proceedings for Employee's breach of this Separation Agreement, the prevailing party shall recover its attorneys' fees and costs, including such fees and costs on any enforcement or appeal proceedings.

D. If one or more paragraph(s) of this Separation Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Separation Agreement, which shall remain in full force and effect.

E. This Separation Agreement may not be modified orally but only by in writing signed by both Employee and Jabil.

F. This Separation Agreement shall inure to the benefit of and shall be binding upon Jabil, its successors and assigns. Employee's obligations and duties hereunder are personal and not assignable, but Jabil will have the right to assign its rights and obligations under this Separation Agreement to any Jabil affiliate or successor or to any purchaser(s) of their assets.

G. As used in this Separation Agreement, the term "Jabil" shall mean Jabil Inc. and its direct and indirect subsidiaries and affiliated entities except, in the paragraph titled "Employee's release of Jabil," the term "Jabil" shall mean Jabil Inc. as well as its past and current parents, subsidiaries and affiliated entities and their (i) insurers, benefit plans, trustees, and benefit administrators and their respective pension, profit-sharing, savings, health, trusts, and other employee benefit plans of any nature as well as the plans' respective trustees and administrators; (ii) directors, officers, employees, agents, attorneys, representatives and shareholders and their parents, subsidiaries and affiliated organizations; and (iii) heirs, personal representatives, successors and assigns.

H. Employee and Jabil agree that, unless required by law or by a court of competent jurisdiction or allowed by this Separation Agreement, this Separation Agreement shall remain confidential and will not be used for any purpose other than enforcing its specific terms in any proceeding between the parties hereto. If this document must be filed in any court, the person seeking to file it will do so only under seal unless prohibited by the court.

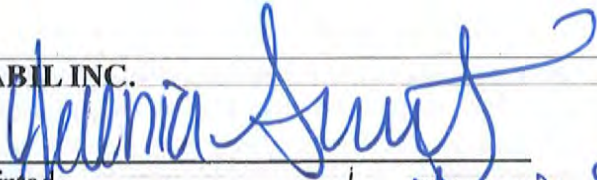
I. Medicare Covenants: Employee affirms, covenants, and warrants that Employee is not a Medicare/Medicaid beneficiary and is not currently receiving; has not received in the past, will not have received at the time of payment pursuant to this Separation Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability, Medicare or Medicaid benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Employee is a Medicare beneficiary, etc.), the following sentences (i.e., the remaining sentences of this paragraph) apply. Employee affirms, covenants, and warrants that Employee has made no claim for illness or injury against, nor is Employee aware of any facts supporting any claim against Jabil under which Jabil could be liable for medical expenses incurred by Employee before or after the execution of this Separation Agreement. Furthermore, Employee is not aware of any medical expenses which Medicare/ Medicaid has paid and for which Jabil is or could be liable now or in the future. Employee agrees and affirms that, to the best of Employee's knowledge, no liens of any governmental entities, including those for Medicare/Medicaid conditional payments, exist. Employee will indemnify, defend, and hold Jabil harmless from Medicare/Medicaid claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, and Employee further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A), et seq., or otherwise.

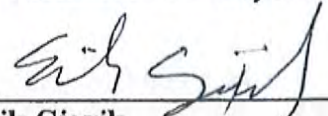
J. This Separation Agreement may be signed in counterparts, and all so executed counterparts shall constitute one agreement which shall be binding on all of the parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.

8. Knowing and Voluntary Agreement.

THE PARTIES EACH ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, HAD A REASONABLE PERIOD TO CONSIDER IT PRIOR TO SIGNING IT, HAVE BEEN INSTRUCTED TO CONSULT AND HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY AS TO ITS CONTENTS AND EFFECT, AND SIGN THIS SEPARATION AGREEMENT KNOWINGLY AND VOLUNTARILY.

JABIL INC.

 10/20/2017
Printed Name: Erik Gjovik Yeumia Smith Date

Title: Sr. Dir Eng. Services - AM HR Generalist
 10/13/17
Erik Gjovik Date

Exit Interview Acknowledgement

I, Erik Gjovik [print name], acknowledge that as part of my exit interview I was reminded of my ongoing obligation to protect any confidential information disclosed to me or to which I was exposed during my employment with Jabil. Specifically, I confirm that:

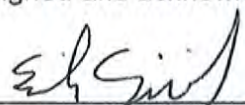
- I cannot use, disclose or share any confidential information or confidential materials for a period of two (2) years following the termination of my employment with Jabil. I specifically understand confidential information and materials to include, without limitation, information relating to Jabil and its customers, such as contract terms w/ customers and suppliers, pricing information, product information (e.g., designs, specifications, drawings, pictures), accounting, finance, manufacturing, purchasing, and engineering information, plus any other information which is not generally known to the public or within the industry. It also includes any information received from Jabil's customers or suppliers and any information developed by any Jabil employee, including inventions, improvements, ideas, and computer programs, plus any such information I developed while employed by Jabil.
- If I violate these terms regarding the protection of confidential information or materials, Jabil will be entitled to pursue all available legal remedies, including damages and preliminary and permanent injunctive relief, to prohibit any unauthorized use or disclosure of confidential information or materials.
- Further, for two (2) years after my employment ends, I agree that I will not solicit any customer of Jabil Circuit, Inc. or its subsidiaries or affiliates ("Jabil"), with which I had contact, to provide any goods or services competitive with Jabil's business, nor solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) go to work for any other person or entity engaged in Jabil's business.

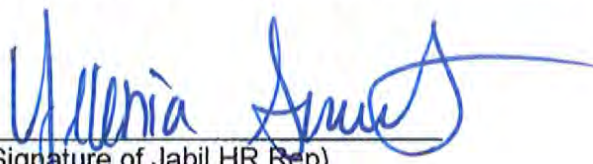
I further acknowledge that I have returned all confidential and/or proprietary information and materials, and all trade secret material that I obtained during my employment. This includes any items that I may have had at work, my home or elsewhere, including any and all copies and electronic or computerized versions thereof.

I also acknowledge that I have returned all other Jabil property, including computers, phones, equipment, keys, security passes and all other items owned by the company.

Finally, I acknowledge that I was provided with the opportunity to ask questions in the exit interview. I hereby confirm that the information provided by me in the exit interview was truthful.

Signed and acknowledged by:


 (Signature of Individual)
Erik Gjovik
 (Print Name)
10/13/17
 (Date)


 (Signature of Jabil HR Rep)
Yecenia Smith
 (Print Name)
10/20/17
 (Date)

EMPLOYMENT SEPARATION AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This Employment Separation Agreement, Waiver and Release of Claims ("Separation Agreement") is made and entered into between Gregory Ojeda ("Employee") and Jabil Inc. ("Jabil").

WHEREAS, Employee is an "at will" employee of Jabil but Jabil and Employee now desire to amicably end their employment relationship and to fully and finally settle any and all existing or potential claims and disputes between them, whether known or unknown as of this date, and,

WHEREAS, Employee and Jabil wish to terminate Employee's employment with Jabil effective October 13, 2017 ("Separation Date"), and

THEREFORE, the Parties agree as follows:

1. Employee's separation and future relationship.

A. Employee's employment by Jabil will end effective as of the close of business on the Separation Date.

B. Jabil will continue to pay Employee's salary up to the Separation Date and also will pay or provide the following:

- i. Employee's balance (if any) in Jabil's Employee Stock Purchase Plan as of the Separation Date, according to the Plan's terms and conditions;
- ii. the opportunity to elect the timing of distribution of Employee's existing account balance in Jabil's 401(k) plan, according to the terms and conditions of the plan; Jabil will not make any further contribution to Employee's 401(k) account after the Separation Date and Employee remains responsible for repayment of any loans from the 401(k) account;
- iii. any Paid Time Off ("PTO") days accrued but unused by Employee as of the Separation Date, according to Jabil's PTO policy; and
- iv. the papers necessary for Employee to elect continuation of any group medical insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the terms and conditions of Jabil's medical plan.

C. Employee agrees not to disparage Jabil, that is, Employee agrees that in the future Employee will not make negative comments about Jabil or its products/services or personnel, or Employee's employment by Jabil, whether directly or indirectly, orally or in writing or in any other manner (such as through the use of emails, blogs, photographs, social media (Facebook; Twitter), etc.) or any other electronic or web-based media); however, this sentence will not limit Employee's right to testify truthfully if required by law or from participating fully in a government investigation. Employee agrees that, immediately after the Separation Date, Employee will update any profiles on any social media sites to reflect the end of Employee's employment with Jabil.

D. Employee agrees that after the Separation Date, and as long as it does not jeopardize any future employment or cause substantial inconvenience, Employee will be available, upon reasonable notice and with no additional compensation other than as provided in paragraph 2 of this Separation Agreement, to respond to questions and provide assistance to Jabil regarding any transition issues or unfinished business arising from Employee's departure. Jabil will endeavor to

schedule any meetings and/or calls at times that are mutually convenient and that do not interfere with Employee's future activities/employment.

E. Employee agrees to continue to be bound by and will abide by any previously-executed "non-disclosure agreement" ("NDA") with Jabil and/or any Jabil "Commitment of Confidentiality" or any customer-specific NDA, and that Employee will continue to be bound by and Employee will abide by all such obligations.

F. Employee agrees that, not later than the Separation Date, Employee will give to Jabil all property in Employee's possession, custody or control which was obtained from Jabil or from any of its customers/potential customers, vendors/potential vendors, merger/acquisition candidates, employees, contractors or consultants, including but not limited to the originals and all copies of any documents, files, data or information (electronic or hard-copy), access cards, credit cards, passwords and file-access methods/protocols, computers/laptops/PDAs (including all software and peripherals), cell phones, credit cards and stored documents/files/information (with all documents, files and information having been returned unaltered and unencrypted). Employee may keep copies of any documents essential to the filing of Employee's tax returns.

G. If Employee has charged personal expenses on a Jabil-issued credit card (e.g., American Express Corporate Card; AMEX Travel Card), Employee agrees to pay the card issuer in full the amount of these expenses, and any outstanding late fees.

H. If Employee has vested Jabil stock options, Employee must exercise them within thirty (30) days of the Separation Date. Any unvested Jabil stock options, stock appreciation rights or restricted stock awards will be forfeited in accordance with the terms of Employee's award agreements with Jabil and the applicable Jabil plan(s). Employee understands and agrees that (a) the federal "insider trading" securities laws continue to apply to Employee notwithstanding separation of employment from Jabil; (b) Jabil's Insider Trading Policy prohibits Employee from trading in Jabil securities while in possession of material nonpublic information concerning Jabil; and (c) the prohibition against such trading continues to apply to Employee after leaving Jabil. Therefore, Employee agrees to abide by the Jabil trading windows even after leaving Jabil until such time as the insider information Employee possesses, if any, becomes public.

2. Jabil's obligations to Employee.

A. In full consideration and as material inducement for Employee signing this Separation Agreement, Jabil will pay or provide Employee the following, which are voluntary payments Jabil is not legally required to make:

i. A one-time payment ("Severance") of Fifty-five Thousand Three Hundred Eighty-four and 62/100 (\$55,384.62) which is equal to Sixteen (16) weeks of Employee's regular compensation. The Severance will be paid on the next scheduled Jabil pay date after: (i) the Effective Date (defined below); and (ii) Jabil is satisfied, in its sole discretion, that Employee has complied with the obligations to return property (paragraph 1(F), above) and to pay in full any personal charges/late fees on Jabil-issued credit cards (paragraph 1(G), above).

ii. If Employee elects to continue any group medical coverage under COBRA, then Jabil will continue to pay the employer's portion of the premium for six (6) months.

Employee understands and agrees that Employee is solely responsible for paying the remaining portion of the COBRA premium for those months and the entire COBRA premium after that period expires.

B. Employee understands and agrees that the monies and benefits described in paragraphs 1 and 2, above, are the sole obligations of Jabil to Employee under this Separation Agreement or arising from Employee's employment by Jabil or the end of that employment. Employee further affirms that, with the payments under this Separation Agreement and that Employee has received from Jabil in the past, Employee then will have received all monies owed by Jabil to Employee, including all compensation (including wages/salary, and earned bonuses and commissions), accrued paid time off and leave (paid or unpaid), and benefits, except for any benefits in which Employee has vested rights pursuant to the terms of the applicable plans under applicable laws.

C. Employee agrees to be solely responsible for and to pay all taxes, contributions or other payments to any taxing authority arising from Employee's receipt of the monies paid under this Separation Agreement. Employee further acknowledges and agrees that Jabil has not provided any tax advice related to the receipt of monies payable under this Separation Agreement. Employee shall indemnify Jabil for any claims arising from Employee's failure to pay taxes owed on the payments herein.

D. Employee agrees that, if rehired by Jabil or hired by one of its affiliated entities, then Employee will not be eligible for severance benefits at the end of that future employment unless Employee completes one year of service after being re-hired/hired and, in that case, any future severance will be computed based on Employee's rehire/hire date and the company's severance policies and practices then in effect.

3. Employee's release of Jabil.

A. In exchange for the benefits given by Jabil to Employee under this Separation Agreement, Employee agrees, on Employee's own behalf and on behalf of any other person entitled to make a claim on behalf of or through Employee, that Employee hereby freely, finally, fully and forever releases and discharges Jabil from any and all claims and causes of action of any kind or nature that Employee once had or now has against Jabil (as defined below), including all claims arising out of Employee's employment or end of employment with Jabil, whether such claims are now known or unknown to Employee ("Released Claims"). Released Claims do not include: (i) any claims arising from events occurring after Employee signs this Separation Agreement; (ii) any Employee claims for vested benefits; (iii) any claims which by law may not be released by Employee; or (iv) any Employee claim for unemployment compensation benefits.

B. Employee realizes that there are many federal, state, and local laws and regulations relating to employment, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act of 1978; the Family and Medical Leave Act, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; the Federal False Claims Act, as amended; the National Labor Relations Act, as amended; the Worker Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Health

~~Insurance Portability and Accountability Act of 1996, as amended; the Employee Retirement and Income Security Act; the Massachusetts Wage Act; and various other federal, state and local constitutions, statutes, ordinances, human rights/discrimination retaliation/wage laws, contract claims, and common laws (including the laws of contract (both express and implied), intentional torts, and negligence), including any related damages, relief, attorneys' fees, and costs. Other than the claims not being released as specified in the last sentence of the previous subparagraph, Employee intends to fully and finally release Jabil from any and all claims arising under such laws which Employee has or may have arising from events occurring prior to the date on which Employee signs this Separation Agreement.~~

C. Employee agrees that, in order to effect a complete release of all claims against Jabil, including Released Claims, it is Employee's intention that this Agreement shall be effective as a bar as to each and every claim, demand and cause of action specified above and, in furtherance of this intention, Employee hereby expressly waives any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action specified above. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Employee acknowledges that Employee may hereafter discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that Employee understands the significance and consequence of such release and such specific waiver of Section 1542.

D. Employee is not aware of any facts suggesting that Jabil has violated any federal, state or local laws, regulations, or rules. Employee represents that Employee has not filed any lawsuit, complaint, grievance or demand for arbitration against Jabil, and agrees not to institute any such proceeding in the future other than a claim that Jabil has breached the terms of this Separation Agreement or as otherwise permitted by paragraph 5(F), below.

E. Nothing in this Separation Agreement constitutes or should be construed to constitute any admission or evidence of any liability by Jabil for a violation of any federal, state or local law. This Separation Agreement is intended to resolve any and all issues or claims that Employee may have against Jabil based on employment and the end of Employee's employment. Further, nothing in this Separation Agreement shall be interpreted or applied to affect or limit Employee's otherwise lawful ability to challenge, under the Older Workers Benefits Protection Act ("OWBPA"), the knowing and voluntary nature of Employee's release of any age discrimination claims before a court, at the United States Equal Employment Opportunity Commission ("EEOC"), or at any other federal, state, or local agency.

4. Informed, voluntary signature.

A. Jabil has attached as an exhibit to this Separation Agreement, pursuant to the OWBPA and ADEA statutes, important information about the reduction-in-force that is causing Employee's separation, and the persons selected and not selected for it. Employee agrees that Employee has received and reviewed that information.

B. Employee agrees that Employee was given an opportunity to consider this Separation Agreement and its attachments for forty-five (45) days before signing it. However, Employee cannot sign this Separation Agreement sooner than the close of business on Employee's last day of employment by Jabil. If it is signed sooner than forty-five (45) days after receiving it, Employee agrees that Employee has waived the opportunity to review it for that entire period. **Jabil advises Employee to consult an attorney before signing this Separation Agreement.**

C. Federal law requires that: (i) this Separation Agreement be revocable by Employee for seven (7) days following Employee signing it; and (ii) this Separation Agreement is not effective or enforceable until the 7-day period expires and Employee has not revoked it. If Employee wishes to revoke this Separation Agreement, a written notice of revocation must be sent by mail to Yecenia Smith, Human Resources Generalist, Jabil Inc., 10800 Roosevelt Blvd., St. Petersburg, FL 33716, so it is received not later than the close of business on the seventh day after Employee signed the Separation Agreement. If Employee does not revoke the Separation Agreement during the seven-day period, it will take effect on the eighth (8th) day after Employee's signature ("Effective Date"). If Employee revokes, Jabil will be required to pay/provide Employee only such monies and benefits as are required by law.

5. Confidentiality.

A. Employee agrees that, unless compelled by subpoena or requested by Jabil in the course of any transition assistance to Jabil or otherwise required by law, Employee will not at any time use or talk about, write about, disclose in any manner or publicize (i) the existence or terms of this Separation Agreement or its execution or implementation; (ii) Jabil's business operations, business or marketing strategies, finances, or employment data, policies or practices; or (iii) the proprietary or trade secret information of Jabil or its customers, vendors or merger/acquisition candidates ("Confidential Information"). Employee agrees that, promptly after the Separation Date, Employee will permanently delete all Confidential Information from all personal and home electronic storage devices.

B. If Employee is subpoenaed or is required to testify about Jabil or Employee's employment or end of employment by Jabil, Employee agrees to contact Jabil's Legal Department about the subpoena/demand within 72 hours of receiving it or before the date of the proposed testimony, whichever is earlier. Further, Employee agrees to meet and cooperate with Jabil's attorneys in preparation for such testimony (and, of course, Employee is expected at all times to testify truthfully).

C. It will not be a violation of this paragraph for Employee to report the monies being paid by Jabil pursuant to this Separation Agreement on Employee's tax returns or to inform any spouse or professional advisor of the amount/nature of the monies if Employee takes reasonable steps to ensure that the information will not be further disclosed, including Employee informing

any spouse or advisors that such information is confidential and must not be disclosed to others other than as required by law.

D. If Employee receives an inquiry from any representative of the media about Jabil or Employee's employment or end of employment with Jabil, Employee agrees not to respond but to promptly contact Jabil's Human Resources Department to inform it of the media inquiry.

E. Employee's obligations under this paragraph are in addition to and not in lieu of obligations under any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

F. Nothing in this Separation Agreement shall be construed to prohibit Employee from (i) filing a charge or complaint with the EEOC or any other fair employment practices agency; (ii) communicating directly with the United States Securities and Exchange Commission ("SEC") or any member of its staff, about any possible violation of federal securities law; (iii) making any disclosure protected under the whistleblower provisions of federal laws or regulations; or (iv) participating in any investigation or proceeding conducted by the EEOC or the SEC or any such agency. Employee does not need Employer's approval (or the approval of any officer, employee, or agent of Employer, including its legal counsel) prior to communicating directly with the EEOC or the SEC or their staff.

6. **Conditions to Jabil's Obligations.** Jabil's execution of and performance of obligations under this Separation Agreement are specifically conditioned on (a) Employee signing, dating and delivering to Jabil and not revoking this Separation Agreement; (b) Employee keeping confidential (other than as permitted by this Separation Agreement) the existence and terms of this Separation Agreement; (c) Employee's professional and competent performance of any job duties until the Separation Date; and (d) Employee's compliance with the terms of this Separation Agreement and any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

7. **Miscellaneous.**

A. This Separation Agreement shall be interpreted and enforced in accordance with the laws of the United States and the State of Florida. Any litigation between the parties must be brought in a court having jurisdiction in Pinellas County, Florida, the location of Jabil's headquarters, unless it is necessary for Jabil to institute suit in another jurisdiction to obtain injunctive relief to enforce the terms of this Separation Agreement.

B. This Separation Agreement, Employee's "Non-Disclosure Agreement" and/or "Commitment of Confidentiality" or customer-specific NDA, and any stock option agreements/awards represent the sole and entire agreement between the parties and supersede any and all prior agreements, negotiations and discussions between the parties with respect to Employee's employment or the end of that employment by Jabil.

C. If Jabil initiates proceedings for Employee's breach of this Separation Agreement, the prevailing party shall recover its attorneys' fees and costs, including such fees and costs on any enforcement or appeal proceedings.

D. If one or more paragraph(s) of this Separation Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Separation Agreement, which shall remain in full force and effect.

E. This Separation Agreement may not be modified orally but only by in writing signed by both Employee and Jabil.

F. This Separation Agreement shall inure to the benefit of and shall be binding upon Jabil, its successors and assigns. Employee's obligations and duties hereunder are personal and not assignable, but Jabil will have the right to assign its rights and obligations under this Separation Agreement to any Jabil affiliate or successor or to any purchaser(s) of their assets.

G. As used in this Separation Agreement, the term "Jabil" shall mean Jabil Inc. and its direct and indirect subsidiaries and affiliated entities except, in the paragraph titled "Employee's release of Jabil," the term "Jabil" shall mean Jabil Inc. as well as its past and current parents, subsidiaries and affiliated entities and their (i) insurers, benefit plans, trustees, and benefit administrators and their respective pension, profit-sharing, savings, health, trusts, and other employee benefit plans of any nature as well as the plans' respective trustees and administrators; (ii) directors, officers, employees, agents, attorneys, representatives and shareholders and their parents, subsidiaries and affiliated organizations; and (iii) heirs, personal representatives, successors and assigns.

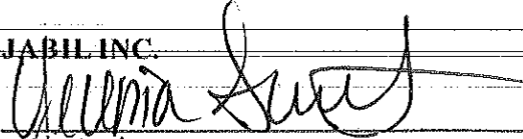
H. Employee and Jabil agree that, unless required by law or by a court of competent jurisdiction or allowed by this Separation Agreement, this Separation Agreement shall remain confidential and will not be used for any purpose other than enforcing its specific terms in any proceeding between the parties hereto. If this document must be filed in any court, the person seeking to file it will do so only under seal unless prohibited by the court.

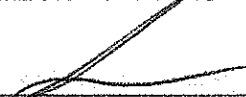
I. Medicare Covenants: Employee affirms, covenants, and warrants that Employee is not a Medicare/Medicaid beneficiary and is not currently receiving; has not received in the past, will not have received at the time of payment pursuant to this Separation Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability, Medicare or Medicaid benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Employee is a Medicare beneficiary, etc.), the following sentences (i.e., the remaining sentences of this paragraph) apply. Employee affirms, covenants, and warrants that Employee has made no claim for illness or injury against, nor is Employee aware of any facts supporting any claim against Jabil under which Jabil could be liable for medical expenses incurred by Employee before or after the execution of this Separation Agreement. Furthermore, Employee is not aware of any medical expenses which Medicare/ Medicaid has paid and for which Jabil is or could be liable now or in the future. Employee agrees and affirms that, to the best of Employee's knowledge, no liens of any governmental entities, including those for Medicare/Medicaid conditional payments, exist. Employee will indemnify, defend, and hold Jabil harmless from Medicare/Medicaid claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, and Employee further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A), et seq., or otherwise.

J. This Separation Agreement may be signed in counterparts, and all so executed counterparts shall constitute one agreement which shall be binding on all of the parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.

8. Knowing and Voluntary Agreement.

~~THE PARTIES EACH ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, HAD A REASONABLE PERIOD TO CONSIDER IT PRIOR TO SIGNING IT, HAVE BEEN INSTRUCTED TO CONSULT AND HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY AS TO ITS CONTENTS AND EFFECT, AND SIGN THIS SEPARATION AGREEMENT KNOWINGLY AND VOLUNTARILY.~~

JABIL INC.

Printed Name: Yecenia Smith Date: 10/27/17
Title: HR Generalist


Gregory Ojeda Date: 10/27/2017

Exit Interview Acknowledgement

I, GREGORY OSEDA [print name], acknowledge that as part of my exit interview I was reminded of my ongoing obligation to protect any confidential information disclosed to me or to which I was exposed during my employment with Jabil. Specifically, I confirm that:


- I cannot use, disclose or share any confidential information or confidential materials for a period of two (2) years following the termination of my employment with Jabil. I specifically understand confidential information and materials to include, without limitation, information relating to Jabil and its customers, such as contract terms w/ customers and suppliers, pricing information, product information (e.g., designs, specifications, drawings, pictures), accounting, finance, manufacturing, purchasing, and engineering information, plus any other information which is not generally known to the public or within the industry. It also includes any information received from Jabil's customers or suppliers and any information developed by any Jabil employee, including inventions, improvements, ideas, and computer programs, plus any such information I developed while employed by Jabil.
- If I violate these terms regarding the protection of confidential information or materials, Jabil will be entitled to pursue all available legal remedies, including damages and preliminary and permanent injunctive relief, to prohibit any unauthorized use or disclosure of confidential information or materials.
- Further, for two (2) years after my employment ends, I agree that I will not solicit any customer of Jabil Circuit, Inc. or its subsidiaries or affiliates ("Jabil"), with which I had contact, to provide any goods or services competitive with Jabil's business, nor solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) go to work for any other person or entity engaged in Jabil's business.

I further acknowledge that I have returned all confidential and/or proprietary information and materials, and all trade secret material that I obtained during my employment. This includes any items that I may have had at work, my home or elsewhere, including any and all copies and electronic or computerized versions thereof.

I also acknowledge that I have returned all other Jabil property, including computers, phones, equipment, keys, security passes and all other items owned by the company.

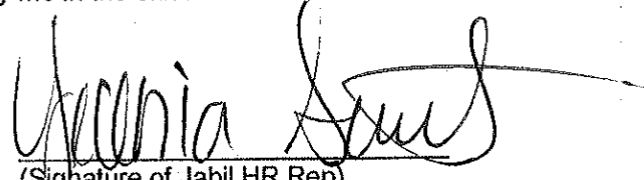
Finally, I acknowledge that I was provided with the opportunity to ask questions in the exit interview. I hereby confirm that the information provided by me in the exit interview was truthful.

Signed and acknowledged by:


(Signature of Individual)

GREGORY M. OSEDA
(Print Name)

10/27/17
(Date)


(Signature of Jabil HR Rep)

Yecenia Smith
(Print Name)

10/27/17
(Date)

EMPLOYMENT SEPARATION AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This Employment Separation Agreement, Waiver and Release of Claims (“Separation Agreement”) is made and entered into between Jason Greene (“Employee”) and Jabil Inc. (“Jabil”).

WHEREAS, Employee is an "at will" employee of Jabil but Jabil and Employee now desire to amicably end their employment relationship and to fully and finally settle any and all existing or potential claims and disputes between them, whether known or unknown as of this date, and,

WHEREAS, Employee and Jabil wish to terminate Employee’s employment with Jabil effective October 13, 2017 (“Separation Date”), and

THEREFORE, the Parties agree as follows:

1. **Employee’s separation and future relationship.**

A. Employee’s employment by Jabil will end effective as of the close of business on the Separation Date.

B. Jabil will continue to pay Employee’s salary up to the Separation Date and also will pay or provide the following:

- i. Employee’s balance (if any) in Jabil’s Employee Stock Purchase Plan as of the Separation Date, according to the Plan’s terms and conditions;
- ii. the opportunity to elect the timing of distribution of Employee’s existing account balance in Jabil’s 401(k) plan, according to the terms and conditions of the plan; Jabil will not make any further contribution to Employee’s 401(k) account after the Separation Date and Employee remains responsible for repayment of any loans from the 401(k) account;
- iii. any Paid Time Off (“PTO”) days accrued but unused by Employee as of the Separation Date, according to Jabil’s PTO policy; and
- iv. the papers necessary for Employee to elect continuation of any group medical insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and the terms and conditions of Jabil’s medical plan.

C. Employee agrees not to disparage Jabil, that is, Employee agrees that in the future Employee will not make negative comments about Jabil or its products/services or personnel, or Employee’s employment by Jabil, whether directly or indirectly, orally or in writing or in any other manner (such as through the use of emails, blogs, photographs, social media (Facebook; Twitter), etc.) or any other electronic or web-based media); however, this sentence will not limit Employee’s right to testify truthfully if required by law or from participating fully in a government investigation. Employee agrees that, immediately after the Separation Date, Employee will update any profiles on any social media sites to reflect the end of Employee’s employment with Jabil.

D. Employee agrees that after the Separation Date, and as long as it does not jeopardize any future employment or cause substantial inconvenience, Employee will be available, upon reasonable notice and with no additional compensation other than as provided in paragraph 2 of this Separation Agreement, to respond to questions and provide assistance to Jabil regarding any transition issues or unfinished business arising from Employee’s departure. Jabil will endeavor to

schedule any meetings and/or calls at times that are mutually convenient and that do not interfere with Employee's future activities/employment.

E. Employee agrees to continue to be bound by and will abide by any previously-executed "non-disclosure agreement" ("NDA") with Jabil and/or any Jabil "Commitment of Confidentiality" or any customer-specific NDA, and that Employee will continue to be bound by and Employee will abide by all such obligations.

F. Employee agrees that, not later than the Separation Date, Employee will give to Jabil all property in Employee's possession, custody or control which was obtained from Jabil or from any of its customers/potential customers, vendors/potential vendors, merger/acquisition candidates, employees, contractors or consultants, including but not limited to the originals and all copies of any documents, files, data or information (electronic or hard-copy), access cards, credit cards, passwords and file-access methods/protocols, computers/laptops/PDAs (including all software and peripherals), cell phones, credit cards and stored documents/files/information (with all documents, files and information having been returned unaltered and unencrypted). Employee may keep copies of any documents essential to the filing of Employee's tax returns.

G. If Employee has charged personal expenses on a Jabil-issued credit card (e.g., American Express Corporate Card; AMEX Travel Card), Employee agrees to pay the card issuer in full the amount of these expenses, and any outstanding late fees.

H. If Employee has vested Jabil stock options, Employee must exercise them within thirty (30) days of the Separation Date. Any unvested Jabil stock options, stock appreciation rights or restricted stock awards will be forfeited in accordance with the terms of Employee's award agreements with Jabil and the applicable Jabil plan(s). Employee understands and agrees that (a) the federal "insider trading" securities laws continue to apply to Employee notwithstanding separation of employment from Jabil; (b) Jabil's Insider Trading Policy prohibits Employee from trading in Jabil securities while in possession of material nonpublic information concerning Jabil; and (c) the prohibition against such trading continues to apply to Employee after leaving Jabil. Therefore, Employee agrees to abide by the Jabil trading windows even after leaving Jabil until such time as the insider information Employee possesses, if any, becomes public.

2. Jabil's obligations to Employee.

A. In full consideration and as material inducement for Employee signing this Separation Agreement, Jabil will pay or provide Employee the following, which are voluntary payments Jabil is not legally required to make:

i. A one-time payment ("Severance") of Thirty-six Thousand Two Hundred Thirty and 77/100 (\$36,230.77) which is equal to Twelve (12) weeks of Employee's regular compensation. The Severance will be paid on the next scheduled Jabil pay date after: (i) the Effective Date (defined below); and (ii) Jabil is satisfied, in its sole discretion, that Employee has complied with the obligations to return property (paragraph 1(F), above) and to pay in full any personal charges/late fees on Jabil-issued credit cards (paragraph 1(G), above).

ii. If Employee elects to continue any group medical coverage under COBRA, then Jabil will continue to pay the employer's portion of the premium for three (3) months.

Employee understands and agrees that Employee is solely responsible for paying the remaining portion of the COBRA premium for those months and the entire COBRA premium after that period expires.

B. Employee understands and agrees that the monies and benefits described in paragraphs 1 and 2, above, are the sole obligations of Jabil to Employee under this Separation Agreement or arising from Employee's employment by Jabil or the end of that employment. Employee further affirms that, with the payments under this Separation Agreement and that Employee has received from Jabil in the past, Employee then will have received all monies owed by Jabil to Employee, including all compensation (including wages/salary, and earned bonuses and commissions), accrued paid time off and leave (paid or unpaid), and benefits, except for any benefits in which Employee has vested rights pursuant to the terms of the applicable plans under applicable laws.

C. Employee agrees to be solely responsible for and to pay all taxes, contributions or other payments to any taxing authority arising from Employee's receipt of the monies paid under this Separation Agreement. Employee further acknowledges and agrees that Jabil has not provided any tax advice related to the receipt of monies payable under this Separation Agreement. Employee shall indemnify Jabil for any claims arising from Employee's failure to pay taxes owed on the payments herein.

D. Employee agrees that, if rehired by Jabil or hired by one of its affiliated entities, then Employee will not be eligible for severance benefits at the end of that future employment unless Employee completes one year of service after being re-hired/hired and, in that case, any future severance will be computed based on Employee's rehire/hire date and the company's severance policies and practices then in effect.

3. Employee's release of Jabil.

A. In exchange for the benefits given by Jabil to Employee under this Separation Agreement, Employee agrees, on Employee's own behalf and on behalf of any other person entitled to make a claim on behalf of or through Employee, that Employee hereby freely, finally, fully and forever releases and discharges Jabil from any and all claims and causes of action of any kind or nature that Employee once had or now has against Jabil (as defined below), including all claims arising out of Employee's employment or end of employment with Jabil, whether such claims are now known or unknown to Employee ("Released Claims"). Released Claims do not include: (i) any claims arising from events occurring after Employee signs this Separation Agreement; (ii) any Employee claims for vested benefits; (iii) any claims which by law may not be released by Employee; or (iv) any Employee claim for unemployment compensation benefits.

B. Employee realizes that there are many federal, state, and local laws and regulations relating to employment, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act of 1978; the Family and Medical Leave Act, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; the Federal False Claims Act, as amended; the National Labor Relations Act, as amended; the Worker Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Health

Insurance Portability and Accountability Act of 1996, as amended; the Employee Retirement and Income Security Act; the Massachusetts Wage Act; and various other federal, state and local constitutions, statutes, ordinances, human rights/discrimination retaliation/wage laws, contract claims, and common laws (including the laws of contract (both express and implied), intentional torts, and negligence), including any related damages, relief, attorneys' fees, and costs. Other than the claims not being released as specified in the last sentence of the previous subparagraph, **Employee intends to fully and finally release Jabil from any and all claims arising under such laws which Employee has or may have arising from events occurring prior to the date on which Employee signs this Separation Agreement.**

C. Employee agrees that, in order to effect a complete release of all claims against Jabil, including Released Claims, it is Employee's intention that this Agreement shall be effective as a bar as to each and every claim, demand and cause of action specified above and, in furtherance of this intention, Employee hereby expressly waives any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action specified above. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Employee acknowledges that Employee may hereafter discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that Employee understands the significance and consequence of such release and such specific waiver of Section 1542.

D. Employee is not aware of any facts suggesting that Jabil has violated any federal, state or local laws, regulations, or rules. Employee represents that Employee has not filed any lawsuit, complaint, grievance or demand for arbitration against Jabil, and agrees not to institute any such proceeding in the future other than a claim that Jabil has breached the terms of this Separation Agreement or as otherwise permitted by paragraph 5(F), below.

E. Nothing in this Separation Agreement constitutes or should be construed to constitute any admission or evidence of any liability by Jabil for a violation of any federal, state or local law. This Separation Agreement is intended to resolve any and all issues or claims that Employee may have against Jabil based on employment and the end of Employee's employment. Further, nothing in this Separation Agreement shall be interpreted or applied to affect or limit Employee's otherwise lawful ability to challenge, under the Older Workers Benefits Protection Act ("OWBPA"), the knowing and voluntary nature of Employee's release of any age discrimination claims before a court, at the United States Equal Employment Opportunity Commission ("EEOC"), or at any other federal, state, or local agency.

4. Informed, voluntary signature.

A. Jabil has attached as an exhibit to this Separation Agreement, pursuant to the OWBPA and ADEA statutes, important information about the reduction-in-force that is causing Employee's separation, and the persons selected and not selected for it. Employee agrees that Employee has received and reviewed that information.

B. Employee agrees that Employee was given an opportunity to consider this Separation Agreement and its attachments for forty-five (45) days before signing it. However, Employee cannot sign this Separation Agreement sooner than the close of business on Employee's last day of employment by Jabil. If it is signed sooner than forty-five (45) days after receiving it, Employee agrees that Employee has waived the opportunity to review it for that entire period. **Jabil advises Employee to consult an attorney before signing this Separation Agreement.**

C. Federal law requires that: (i) this Separation Agreement be revocable by Employee for seven (7) days following Employee signing it; and (ii) this Separation Agreement is not effective or enforceable until the 7-day period expires and Employee has not revoked it. If Employee wishes to revoke this Separation Agreement, a written notice of revocation must be sent by mail to Yecenia Smith, Human Resources Generalist, Jabil Inc., 10800 Roosevelt Blvd., St. Petersburg, FL 33716, so it is received not later than the close of business on the seventh day after Employee signed the Separation Agreement. If Employee does not revoke the Separation Agreement during the seven-day period, it will take effect on the eighth (8th) day after Employee's signature ("Effective Date"). If Employee revokes, Jabil will be required to pay/provide Employee only such monies and benefits as are required by law.

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B. If Employee is subpoenaed or is required to testify about Jabil or Employee's employment or end of employment by Jabil, Employee agrees to contact Jabil's Legal Department about the subpoena/demand within 72 hours of receiving it or before the date of the proposed testimony, whichever is earlier. Further, Employee agrees to meet and cooperate with Jabil's attorneys in preparation for such testimony (and, of course, Employee is expected at all times to testify truthfully).

C. It will not be a violation of this paragraph for Employee to report the monies being paid by Jabil pursuant to this Separation Agreement on Employee's tax returns or to inform any spouse or professional advisor of the amount/nature of the monies if Employee takes reasonable steps to ensure that the information will not be further disclosed, including Employee informing

any spouse or advisors that such information is confidential and must not be disclosed to others other than as required by law.

D. If Employee receives an inquiry from any representative of the media about Jabil or Employee's employment or end of employment with Jabil, Employee agrees not to respond but to promptly contact Jabil's Human Resources Department to inform it of the media inquiry.

E. Employee's obligations under this paragraph are in addition to and not in lieu of obligations under any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

F. Nothing in this Separation Agreement shall be construed to prohibit Employee from (i) filing a charge or complaint with the EEOC or any other fair employment practices agency; (ii) communicating directly with the United States Securities and Exchange Commission ("SEC") or any member of its staff, about any possible violation of federal securities law; (iii) making any disclosure protected under the whistleblower provisions of federal laws or regulations; or (iv) participating in any investigation or proceeding conducted by the EEOC or the SEC or any such agency. Employee does not need Employer's approval (or the approval of any officer, employee, or agent of Employer, including its legal counsel) prior to communicating directly with the EEOC or the SEC or their staff.

6. Conditions to Jabil's Obligations. Jabil's execution of and performance of obligations under this Separation Agreement are specifically conditioned on (a) Employee signing, dating and delivering to Jabil and not revoking this Separation Agreement; (b) Employee keeping confidential (other than as permitted by this Separation Agreement) the existence and terms of this Separation Agreement; (c) Employee's professional and competent performance of any job duties until the Separation Date; and (d) Employee's compliance with the terms of this Separation Agreement and any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

7. Miscellaneous.

A. This Separation Agreement shall be interpreted and enforced in accordance with the laws of the United States and the State of Florida. Any litigation between the parties must be brought in a court having jurisdiction in Pinellas County, Florida, the location of Jabil's headquarters, unless it is necessary for Jabil to institute suit in another jurisdiction to obtain injunctive relief to enforce the terms of this Separation Agreement.

B. This Separation Agreement, Employee's "Non-Disclosure Agreement" and/or "Commitment of Confidentiality" or customer-specific NDA, and any stock option agreements/awards represent the sole and entire agreement between the parties and supersede any and all prior agreements, negotiations and discussions between the parties with respect to Employee's employment or the end of that employment by Jabil.

C. If Jabil initiates proceedings for Employee's breach of this Separation Agreement, the prevailing party shall recover its attorneys' fees and costs, including such fees and costs on any enforcement or appeal proceedings.

D. If one or more paragraph(s) of this Separation Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Separation Agreement, which shall remain in full force and effect.

E. This Separation Agreement may not be modified orally but only by in writing signed by both Employee and Jabil.

F. This Separation Agreement shall inure to the benefit of and shall be binding upon Jabil, its successors and assigns. Employee's obligations and duties hereunder are personal and not assignable, but Jabil will have the right to assign its rights and obligations under this Separation Agreement to any Jabil affiliate or successor or to any purchaser(s) of their assets.

G. As used in this Separation Agreement, the term "Jabil" shall mean Jabil Inc. and its direct and indirect subsidiaries and affiliated entities except, in the paragraph titled "Employee's release of Jabil," the term "Jabil" shall mean Jabil Inc. as well as its past and current parents, subsidiaries and affiliated entities and their (i) insurers, benefit plans, trustees, and benefit administrators and their respective pension, profit-sharing, savings, health, trusts, and other employee benefit plans of any nature as well as the plans' respective trustees and administrators; (ii) directors, officers, employees, agents, attorneys, representatives and shareholders and their parents, subsidiaries and affiliated organizations; and (iii) heirs, personal representatives, successors and assigns.

H. Employee and Jabil agree that, unless required by law or by a court of competent jurisdiction or allowed by this Separation Agreement, this Separation Agreement shall remain confidential and will not be used for any purpose other than enforcing its specific terms in any proceeding between the parties hereto. If this document must be filed in any court, the person seeking to file it will do so only under seal unless prohibited by the court.


I. Medicare Covenants: Employee affirms, covenants, and warrants that Employee is not a Medicare/Medicaid beneficiary and is not currently receiving; has not received in the past, will not have received at the time of payment pursuant to this Separation Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability, Medicare or Medicaid benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Employee is a Medicare beneficiary, etc.), the following sentences (i.e., the remaining sentences of this paragraph) apply. Employee affirms, covenants, and warrants that Employee has made no claim for illness or injury against, nor is Employee aware of any facts supporting any claim against Jabil under which Jabil could be liable for medical expenses incurred by Employee before or after the execution of this Separation Agreement. Furthermore, Employee is not aware of any medical expenses which Medicare/ Medicaid has paid and for which Jabil is or could be liable now or in the future. Employee agrees and affirms that, to the best of Employee's knowledge, no liens of any governmental entities, including those for Medicare/Medicaid conditional payments, exist. Employee will indemnify, defend, and hold Jabil harmless from Medicare/Medicaid claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, and Employee further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A), et seq., or otherwise.

J. This Separation Agreement may be signed in counterparts, and all so executed counterparts shall constitute one agreement which shall be binding on all of the parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.

8. Knowing and Voluntary Agreement.

THE PARTIES EACH ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, HAD A REASONABLE PERIOD TO CONSIDER IT PRIOR TO SIGNING IT, HAVE BEEN INSTRUCTED TO CONSULT AND HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY AS TO ITS CONTENTS AND EFFECT, AND SIGN THIS SEPARATION AGREEMENT KNOWINGLY AND VOLUNTARILY.


JABIL INC.



Printed Name: Yecenia Smith

Title: HR Generalist

10/16/17
Date


Jason Greene

10-16-17
Date

Exit Interview Acknowledgement

I, Jason Greene [print name], acknowledge that as part of my exit interview I was reminded of my ongoing obligation to protect any confidential information disclosed to me or to which I was exposed during my employment with Jabil. Specifically, I confirm that:

- I cannot use, disclose or share any confidential information or confidential materials for a period of two (2) years following the termination of my employment with Jabil. I specifically understand confidential information and materials to include, without limitation, information relating to Jabil and its customers, such as contract terms w/ customers and suppliers, pricing information, product information (e.g., designs, specifications, drawings, pictures), accounting, finance, manufacturing, purchasing, and engineering information, plus any other information which is not generally known to the public or within the industry. It also includes any information received from Jabil's customers or suppliers and any information developed by any Jabil employee, including inventions, improvements, ideas, and computer programs, plus any such information I developed while employed by Jabil.
- If I violate these terms regarding the protection of confidential information or materials, Jabil will be entitled to pursue all available legal remedies, including damages and preliminary and permanent injunctive relief, to prohibit any unauthorized use or disclosure of confidential information or materials.
- Further, for two (2) years after my employment ends, I agree that I will not solicit any customer of Jabil Circuit, Inc. or its subsidiaries or affiliates ("Jabil"), with which I had contact, to provide any goods or services competitive with Jabil's business, nor solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) go to work for any other person or entity engaged in Jabil's business.

I further acknowledge that I have returned all confidential and/or proprietary information and materials, and all trade secret material that I obtained during my employment. This includes any items that I may have had at work, my home or elsewhere, including any and all copies and electronic or computerized versions thereof.

I also acknowledge that I have returned all other Jabil property, including computers, phones, equipment, keys, security passes and all other items owned by the company.

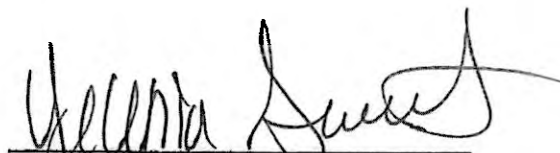
Finally, I acknowledge that I was provided with the opportunity to ask questions in the exit interview. I hereby confirm that the information provided by me in the exit interview was truthful.

Signed and acknowledged by:


(Signature of Individual)

Jason Greene
(Print Name)

10-16-17
(Date)


(Signature of Jabil HR Rep)

Yecenia Smith
(Print Name)

10/16/17
(Date)

EMPLOYMENT SEPARATION AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This Employment Separation Agreement, Waiver and Release of Claims ("Separation Agreement") is made and entered into between Chad Eichele ("Employee") and Jabil Inc. ("Jabil").

WHEREAS, Employee is an "at will" employee of Jabil but Jabil and Employee now desire to amicably end their employment relationship and to fully and finally settle any and all existing or potential claims and disputes between them, whether known or unknown as of this date, and,

WHEREAS, Employee and Jabil wish to terminate Employee's employment with Jabil effective October 13, 2017 ("Separation Date"), and

THEREFORE, the Parties agree as follows:

1. Employee's separation and future relationship.

A. Employee's employment by Jabil will end effective as of the close of business on the Separation Date.

B. Jabil will continue to pay Employee's salary up to the Separation Date and also will pay or provide the following:

- i. Employee's balance (if any) in Jabil's Employee Stock Purchase Plan as of the Separation Date, according to the Plan's terms and conditions;
- ii. the opportunity to elect the timing of distribution of Employee's existing account balance in Jabil's 401(k) plan, according to the terms and conditions of the plan; Jabil will not make any further contribution to Employee's 401(k) account after the Separation Date and Employee remains responsible for repayment of any loans from the 401(k) account;
- iii. any Paid Time Off ("PTO") days accrued but unused by Employee as of the Separation Date, according to Jabil's PTO policy; and
- iv. the papers necessary for Employee to elect continuation of any group medical insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the terms and conditions of Jabil's medical plan.

C. Employee agrees not to disparage Jabil, that is, Employee agrees that in the future Employee will not make negative comments about Jabil or its products/services or personnel, or Employee's employment by Jabil, whether directly or indirectly, orally or in writing or in any other manner (such as through the use of emails, blogs, photographs, social media (Facebook; Twitter), etc.) or any other electronic or web-based media); however, this sentence will not limit Employee's right to testify truthfully if required by law or from participating fully in a government investigation. Employee agrees that, immediately after the Separation Date, Employee will update any profiles on any social media sites to reflect the end of Employee's employment with Jabil.

D. Employee agrees that after the Separation Date, and as long as it does not jeopardize any future employment or cause substantial inconvenience, Employee will be available, upon reasonable notice and with no additional compensation other than as provided in paragraph 2 of this Separation Agreement, to respond to questions and provide assistance to Jabil regarding any transition issues or unfinished business arising from Employee's departure. Jabil will endeavor to

schedule any meetings and/or calls at times that are mutually convenient and that do not interfere with Employee's future activities/employment.

E. Employee agrees to continue to be bound by and will abide by any previously-executed "non-disclosure agreement" ("NDA") with Jabil and/or any Jabil "Commitment of Confidentiality" or any customer-specific NDA, and that Employee will continue to be bound by and Employee will abide by all such obligations.

F. Employee agrees that, not later than the Separation Date, Employee will give to Jabil all property in Employee's possession, custody or control which was obtained from Jabil or from any of its customers/potential customers, vendors/potential vendors, merger/acquisition candidates, employees, contractors or consultants, including but not limited to the originals and all copies of any documents, files, data or information (electronic or hard-copy), access cards, credit cards, passwords and file-access methods/protocols, computers/laptops/PDAs (including all software and peripherals), cell phones, credit cards and stored documents/files/information (with all documents, files and information having been returned unaltered and unencrypted). Employee may keep copies of any documents essential to the filing of Employee's tax returns.

G. If Employee has charged personal expenses on a Jabil-issued credit card (e.g., American Express Corporate Card; AMEX Travel Card), Employee agrees to pay the card issuer in full the amount of these expenses, and any outstanding late fees.

H. If Employee has vested Jabil stock options, Employee must exercise them within thirty (30) days of the Separation Date. Any unvested Jabil stock options, stock appreciation rights or restricted stock awards will be forfeited in accordance with the terms of Employee's award agreements with Jabil and the applicable Jabil plan(s). Employee understands and agrees that (a) the federal "insider trading" securities laws continue to apply to Employee notwithstanding separation of employment from Jabil; (b) Jabil's Insider Trading Policy prohibits Employee from trading in Jabil securities while in possession of material nonpublic information concerning Jabil; and (c) the prohibition against such trading continues to apply to Employee after leaving Jabil. Therefore, Employee agrees to abide by the Jabil trading windows even after leaving Jabil until such time as the insider information Employee possesses, if any, becomes public.

2. Jabil's obligations to Employee.

A. In full consideration and as material inducement for Employee signing this Separation Agreement, Jabil will pay or provide Employee the following, which are voluntary payments Jabil is not legally required to make:

i. A one-time payment ("Severance") of Forty- Three Thousand Seventy-Six and 92/100 (\$43,076.92) which is equal to Sixteen (16) weeks of Employee's regular compensation. The Severance will be paid on the next scheduled Jabil pay date after: (i) the Effective Date (defined below); and (ii) Jabil is satisfied, in its sole discretion, that Employee has complied with the obligations to return property (paragraph 1(F), above) and to pay in full any personal charges/late fees on Jabil-issued credit cards (paragraph 1(G), above).

ii. If Employee elects to continue any group medical coverage under COBRA, then Jabil will continue to pay the employer's portion of the premium for ~~three~~ (4) months.

Four

Employee understands and agrees that Employee is solely responsible for paying the remaining portion of the COBRA premium for those months and the entire COBRA premium after that period expires.

B. Employee understands and agrees that the monies and benefits described in paragraphs 1 and 2, above, are the sole obligations of Jabil to Employee under this Separation Agreement or arising from Employee's employment by Jabil or the end of that employment. Employee further affirms that, with the payments under this Separation Agreement and that Employee has received from Jabil in the past, Employee then will have received all monies owed by Jabil to Employee, including all compensation (including wages/salary, and earned bonuses and commissions), accrued paid time off and leave (paid or unpaid), and benefits, except for any benefits in which Employee has vested rights pursuant to the terms of the applicable plans under applicable laws.

C. Employee agrees to be solely responsible for and to pay all taxes, contributions or other payments to any taxing authority arising from Employee's receipt of the monies paid under this Separation Agreement. Employee further acknowledges and agrees that Jabil has not provided any tax advice related to the receipt of monies payable under this Separation Agreement. Employee shall indemnify Jabil for any claims arising from Employee's failure to pay taxes owed on the payments herein.

D. Employee agrees that, if rehired by Jabil or hired by one of its affiliated entities, then Employee will not be eligible for severance benefits at the end of that future employment unless Employee completes one year of service after being re-hired/hired and, in that case, any future severance will be computed based on Employee's rehire/hire date and the company's severance policies and practices then in effect.

3. Employee's release of Jabil.

A. In exchange for the benefits given by Jabil to Employee under this Separation Agreement, Employee agrees, on Employee's own behalf and on behalf of any other person entitled to make a claim on behalf of or through Employee, that Employee hereby freely, finally, fully and forever releases and discharges Jabil from any and all claims and causes of action of any kind or nature that Employee once had or now has against Jabil (as defined below), including all claims arising out of Employee's employment or end of employment with Jabil, whether such claims are now known or unknown to Employee ("Released Claims"). Released Claims do not include: (i) any claims arising from events occurring after Employee signs this Separation Agreement; (ii) any Employee claims for vested benefits; (iii) any claims which by law may not be released by Employee; or (iv) any Employee claim for unemployment compensation benefits.

B. Employee realizes that there are many federal, state, and local laws and regulations relating to employment, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act of 1978; the Family and Medical Leave Act, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; the Federal False Claims Act, as amended; the National Labor Relations Act, as amended; the Worker Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Health

Insurance Portability and Accountability Act of 1996; as amended; the Employee Retirement and Income Security Act; the Massachusetts Wage Act; and various other federal, state and local constitutions, statutes, ordinances, human rights/discrimination retaliation/wage laws, contract claims, and common laws (including the laws of contract (both express and implied), intentional torts, and negligence), including any related damages, relief, attorneys' fees, and costs. Other than the claims not being released as specified in the last sentence of the previous subparagraph, **Employee intends to fully and finally release Jabil from any and all claims arising under such laws which Employee has or may have arising from events occurring prior to the date on which Employee signs this Separation Agreement.**

C. Employee agrees that, in order to effect a complete release of all claims against Jabil, including Released Claims, it is Employee's intention that this Agreement shall be effective as a bar as to each and every claim, demand and cause of action specified above and, in furtherance of this intention, Employee hereby expressly waives any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action specified above. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Employee acknowledges that Employee may hereafter discover claims or facts in addition to or different from those which Employee now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that Employee understands the significance and consequence of such release and such specific waiver of Section 1542.

D. Employee is not aware of any facts suggesting that Jabil has violated any federal, state or local laws, regulations, or rules. Employee represents that Employee has not filed any lawsuit, complaint, grievance or demand for arbitration against Jabil, and agrees not to institute any such proceeding in the future other than a claim that Jabil has breached the terms of this Separation Agreement or as otherwise permitted by paragraph 5(F), below.

E. Nothing in this Separation Agreement constitutes or should be construed to constitute any admission or evidence of any liability by Jabil for a violation of any federal, state or local law. This Separation Agreement is intended to resolve any and all issues or claims that Employee may have against Jabil based on employment and the end of Employee's employment. Further, nothing in this Separation Agreement shall be interpreted or applied to affect or limit Employee's otherwise lawful ability to challenge, under the Older Workers Benefits Protection Act ("OWBPA"), the knowing and voluntary nature of Employee's release of any age discrimination claims before a court, at the United States Equal Employment Opportunity Commission ("EEOC"), or at any other federal, state, or local agency.

4. Informed, voluntary signature.

A. ~~Jabil has attached as an exhibit to this Separation Agreement, pursuant to the OWBPA and ADEA statutes, important information about the reduction-in-force that is causing Employee's separation, and the persons selected and not selected for it. Employee agrees that Employee has received and reviewed that information.~~

B. ~~Employee agrees that Employee was given an opportunity to consider this Separation Agreement and its attachments for forty-five (45) days before signing it. However, Employee cannot sign this Separation Agreement sooner than the close of business on Employee's last day of employment by Jabil. If it is signed sooner than forty-five (45) days after receiving it, Employee agrees that Employee has waived the opportunity to review it for that entire period.~~
Jabil advises Employee to consult an attorney before signing this Separation Agreement.

C. Federal law requires that: (i) this Separation Agreement be revocable by Employee for seven (7) days following Employee signing it; and (ii) this Separation Agreement is not effective or enforceable until the 7-day period expires and Employee has not revoked it. If Employee wishes to revoke this Separation Agreement, a written notice of revocation must be sent by mail to Yecenia Smith, Human Resources Generalist, Jabil Inc., 10800 Roosevelt Blvd., St. Petersburg, FL 33716, so it is received not later than the close of business on the seventh day after Employee signed the Separation Agreement. If Employee does not revoke the Separation Agreement during the seven-day period, it will take effect on the eighth (8th) day after Employee's signature ("Effective Date"). If Employee revokes, Jabil will be required to pay/provide Employee only such monies and benefits as are required by law.

5. Confidentiality.

A. Employee agrees that, unless compelled by subpoena or requested by Jabil in the course of any transition assistance to Jabil or otherwise required by law, Employee will not at any time use or talk about, write about, disclose in any manner or publicize (i) the existence or terms of this Separation Agreement or its execution or implementation; (ii) Jabil's business operations, business or marketing strategies, finances, or employment data, policies or practices; or (iii) the proprietary or trade secret information of Jabil or its customers, vendors or merger/acquisition candidates ("Confidential Information"). Employee agrees that, promptly after the Separation Date, Employee will permanently delete all Confidential Information from all personal and home electronic storage devices.

B. If Employee is subpoenaed or is required to testify about Jabil or Employee's employment or end of employment by Jabil, Employee agrees to contact Jabil's Legal Department about the subpoena/demand within 72 hours of receiving it or before the date of the proposed testimony, whichever is earlier. Further, Employee agrees to meet and cooperate with Jabil's attorneys in preparation for such testimony (and, of course, Employee is expected at all times to testify truthfully).

C. It will not be a violation of this paragraph for Employee to report the monies being paid by Jabil pursuant to this Separation Agreement on Employee's tax returns or to inform any spouse or professional advisor of the amount/nature of the monies if Employee takes reasonable steps to ensure that the information will not be further disclosed, including Employee informing

any spouse or advisors that such information is confidential and must not be disclosed to others other than as required by law.

D. If Employee receives an inquiry from any representative of the media about Jabil or Employee's employment or end of employment with Jabil, Employee agrees not to respond but to promptly contact Jabil's Human Resources Department to inform it of the media inquiry.

E. Employee's obligations under this paragraph are in addition to and not in lieu of obligations under any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

F. Nothing in this Separation Agreement shall be construed to prohibit Employee from (i) filing a charge or complaint with the EEOC or any other fair employment practices agency; (ii) communicating directly with the United States Securities and Exchange Commission ("SEC") or any member of its staff, about any possible violation of federal securities law; (iii) making any disclosure protected under the whistleblower provisions of federal laws or regulations; or (iv) participating in any investigation or proceeding conducted by the EEOC or the SEC or any such agency. Employee does not need Employer's approval (or the approval of any officer, employee, or agent of Employer, including its legal counsel) prior to communicating directly with the EEOC or the SEC or their staff.

6. **Conditions to Jabil's Obligations.** Jabil's execution of and performance of obligations under this Separation Agreement are specifically conditioned on (a) Employee signing, dating and delivering to Jabil and not revoking this Separation Agreement; (b) Employee keeping confidential (other than as permitted by this Separation Agreement) the existence and terms of this Separation Agreement; (c) Employee's professional and competent performance of any job duties until the Separation Date; and (d) Employee's compliance with the terms of this Separation Agreement and any Employee NDA and/or Commitment of Confidentiality and/or any customer-specific NDA.

7. **Miscellaneous.**

A. This Separation Agreement shall be interpreted and enforced in accordance with the laws of the United States and the State of Florida. Any litigation between the parties must be brought in a court having jurisdiction in Pinellas County, Florida, the location of Jabil's headquarters, unless it is necessary for Jabil to institute suit in another jurisdiction to obtain injunctive relief to enforce the terms of this Separation Agreement.

B. This Separation Agreement, Employee's "Non-Disclosure Agreement" and/or "Commitment of Confidentiality" or customer-specific NDA, and any stock option agreements/awards represent the sole and entire agreement between the parties and supersede any and all prior agreements, negotiations and discussions between the parties with respect to Employee's employment or the end of that employment by Jabil.

C. If Jabil initiates proceedings for Employee's breach of this Separation Agreement, the prevailing party shall recover its attorneys' fees and costs, including such fees and costs on any enforcement or appeal proceedings.

D. If one or more paragraph(s) of this Separation Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Separation Agreement, which shall remain in full force and effect.

~~E. This Separation Agreement may not be modified orally but only by in writing signed by both Employee and Jabil.~~

~~F. This Separation Agreement shall inure to the benefit of and shall be binding upon Jabil, its successors and assigns. Employee's obligations and duties hereunder are personal and not assignable, but Jabil will have the right to assign its rights and obligations under this Separation Agreement to any Jabil affiliate or successor or to any purchaser(s) of their assets.~~

~~G. As used in this Separation Agreement, the term "Jabil" shall mean Jabil Inc. and its direct and indirect subsidiaries and affiliated entities except, in the paragraph titled "Employee's release of Jabil," the term "Jabil" shall mean Jabil Inc. as well as its past and current parents, subsidiaries and affiliated entities and their (i) insurers, benefit plans, trustees, and benefit administrators and their respective pension, profit-sharing, savings, health, trusts, and other employee benefit plans of any nature as well as the plans' respective trustees and administrators; (ii) directors, officers, employees, agents, attorneys, representatives and shareholders and their parents, subsidiaries and affiliated organizations; and (iii) heirs, personal representatives, successors and assigns.~~

~~H. Employee and Jabil agree that, unless required by law or by a court of competent jurisdiction or allowed by this Separation Agreement, this Separation Agreement shall remain confidential and will not be used for any purpose other than enforcing its specific terms in any proceeding between the parties hereto. If this document must be filed in any court, the person seeking to file it will do so only under seal unless prohibited by the court.~~

~~I. Medicare Covenants: Employee affirms, covenants, and warrants that Employee is not a Medicare/Medicaid beneficiary and is not currently receiving; has not received in the past, will not have received at the time of payment pursuant to this Separation Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability, Medicare or Medicaid benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Employee is a Medicare beneficiary, etc.), the following sentences (i.e., the remaining sentences of this paragraph) apply. Employee affirms, covenants, and warrants that Employee has made no claim for illness or injury against, nor is Employee aware of any facts supporting any claim against Jabil under which Jabil could be liable for medical expenses incurred by Employee before or after the execution of this Separation Agreement. Furthermore, Employee is not aware of any medical expenses which Medicare/ Medicaid has paid and for which Jabil is or could be liable now or in the future. Employee agrees and affirms that, to the best of Employee's knowledge, no liens of any governmental entities, including those for Medicare/Medicaid conditional payments, exist. Employee will indemnify, defend, and hold Jabil harmless from Medicare/Medicaid claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, and Employee further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A), et seq., or otherwise.~~

~~J. This Separation Agreement may be signed in counterparts, and all so executed counterparts shall constitute one agreement which shall be binding on all of the parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.~~

8. Knowing and Voluntary Agreement.

THE PARTIES EACH ACKNOWLEDGE THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, HAD A REASONABLE PERIOD TO CONSIDER IT PRIOR TO SIGNING IT, HAVE BEEN INSTRUCTED TO CONSULT AND HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY AS TO ITS CONTENTS AND EFFECT, AND SIGN THIS SEPARATION AGREEMENT KNOWINGLY AND VOLUNTARILY.

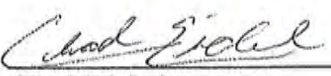
JABIL INC.



Printed Name: Yecenia Smith

Title: HR Generalist

10/25/17
Date


Chad Eichele

10/24/17
Date

Exit Interview Acknowledgement

I, CHAD EICHELE [print name], acknowledge that as part of my exit interview I was reminded of my ongoing obligation to protect any confidential information disclosed to me or to which I was exposed during my employment with Jabil. Specifically, I confirm that:


- I cannot use, disclose or share any confidential information or confidential materials for a period of two (2) years following the termination of my employment with Jabil. I specifically understand confidential information and materials to include, without limitation, information relating to Jabil and its customers, such as contract terms w/ customers and suppliers, pricing information, product information (e.g., designs, specifications, drawings, pictures), accounting, finance, manufacturing, purchasing, and engineering information, plus any other information which is not generally known to the public or within the industry. It also includes any information received from Jabil's customers or suppliers and any information developed by any Jabil employee, including inventions, improvements, ideas, and computer programs, plus any such information I developed while employed by Jabil.
- If I violate these terms regarding the protection of confidential information or materials, Jabil will be entitled to pursue all available legal remedies, including damages and preliminary and permanent injunctive relief, to prohibit any unauthorized use or disclosure of confidential information or materials.
- Further, for two (2) years after my employment ends, I agree that I will not solicit any customer of Jabil Circuit, Inc. or its subsidiaries or affiliates ("Jabil"), with which I had contact, to provide any goods or services competitive with Jabil's business, nor solicit any Jabil employee to (i) terminate his or her employment relationship with Jabil, or (ii) go to work for any other person or entity engaged in Jabil's business.

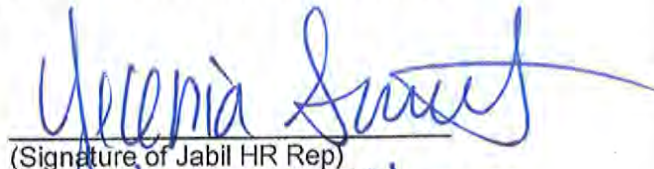
I further acknowledge that I have returned all confidential and/or proprietary information and materials, and all trade secret material that I obtained during my employment. This includes any items that I may have had at work, my home or elsewhere, including any and all copies and electronic or computerized versions thereof.

I also acknowledge that I have returned all other Jabil property, including computers, phones, equipment, keys, security passes and all other items owned by the company.

Finally, I acknowledge that I was provided with the opportunity to ask questions in the exit interview. I hereby confirm that the information provided by me in the exit interview was truthful.

Signed and acknowledged by:


 (Signature of Individual)
CHAD EICHELE
 (Print Name)
10/24/17
 (Date)


 (Signature of Jabil HR Rep)
Yecenia Smith
 (Print Name)
10/25/17
 (Date)

Composite Exhibit F

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

JABIL INC.,

Plaintiff,

v.

ESSENTIUM, INC.; ESSENTIUM
MATERIALS, LLC; ERIK GJOVIK;
GREG OJEDA; WILLIAM “TERRY”
MACNEISH III; and LARS UFFHAUSEN,

Defendants.

Case No. 8:19-cv-1567-T-23SPF

DECLARATION OF MARK LANTERMAN

Under 28 U.S.C. § 1746, I declare as follows:

1. My name is Mark Lanterman. I am the Chief Technology Officer of Computer Forensic Services (“CFS”) located in Minnetonka, Minnesota. CFS and I have been retained by Greenberg Traurig, PA, to analyze digital evidence in this action.

2. Our firm specializes in the analysis of digital evidence in civil and criminal litigation. I have over 25 years of experience in computer forensics and cybersecurity. Prior to joining CFS, I was a sworn investigator for the United States Secret Service Electronic Crimes Task Force and acted as its senior computer forensic analyst.

3. I am certified by the United States Department of Homeland Security as a “Seized Computer Evidence Recovery Specialist,” as well as certified in computer forensics by the National White-Collar Crime Center. Both federal and state court judges have appointed me as a neutral computer forensic analyst and special master.

4. I graduated from Upsala College in New Jersey with both a Bachelor of Science and a Master's degree in computer science. I completed post graduate work in cyber security at Harvard University.

5. I am currently adjunct faculty of computer science for the University of Minnesota Technological Leadership Institute's Master of Science and Security Technologies program (MSST). I am also faculty at the Mitchell Hamline School of Law and a professor of cybersecurity at the University of St. Thomas School of Law in Minnesota. I am also faculty for the National Judicial College in Reno, Nevada and the Federal Judicial Center in Washington D.C.

6. I have previously provided training or delivered keynote addresses for the United States Supreme Court; the Eleventh Circuit Federal Judicial Conference; the Eighth Circuit Federal Judicial Conference; the Southern District of Georgia; the Western District of Tennessee; and several state judicial conferences. I recently delivered the keynote address at the Chief Justices' Conference in Newport, Rhode Island. In 2018, I delivered the keynote address at Georgetown Law School's e-discovery conference.

7. I was appointed by the Minnesota Supreme Court to serve as a member of Minnesota's Lawyers' Professional Responsibility Board (LPRB). I was recently appointed to sit on its Opinion Committee.

8. I am a co-author of the Minnesota State Bar's e-Discovery Deskbook, and I also write monthly articles for *Minnesota Bench & Bar* magazine.

9. CFS is the exclusive, contracted computer forensic expert for the Hennepin County Sheriff's Office; the Ramsey County Attorney's Office; the Washington County

Attorney's Office in Minnesota; as well as the Metropolitan Airports Commission, also known as the Minneapolis/Saint Paul International Airport. CFS is also partnered with the U.S. Secret Service to assist with its electronic investigations.

10. CFS and I were engaged by Greenberg Traurig on October 21, 2019, to assist with the analysis of digital evidence in the above-captioned lawsuit. I offer this Declaration to discuss the preliminary results of my analysis of digital evidence provided to me to date. Because the results are preliminary, I reserve the right to supplement this Declaration after I am able to devote additional time to the digital evidence I have already received, and as additional information becomes available.

11. I am familiar with the facts as alleged, and Plaintiff's counsel has provided me with the pleadings, and Defendants' Motion to Compel and for Protective Order ("Defendants' Motion") filed on October 23, 2019.

12. Additionally, counsel has provided me with relevant "log" data. I understand that Jabil uses data-loss-prevention software called Digital Guardian. Among other functions, Digital Guardian helps Jabil to identify malicious programs and malicious user actions (including data copying) by tracking and logging file activity on Jabil computers. I understand that, at the direction of Greenberg Traurig, Jabil used Digital Guardian to generate logs of file activities associated with multiple employee numbers, including those of Defendants Terry MacNeish and Erik Gjovik ("the logs").¹ Counsel provided copies of these logs to me for analysis on October 31, 2019.

¹ Each Jabil employee is assigned a unique employee number, so that activities may be more easily tracked and identified in resulting log files.

13. In addition to contextual documents and the logs, Plaintiff's counsel has also provided "forensic images" of two Jabil-owned computers.² I understand that these forensic images represent computers that were used by Defendants during their tenure with Jabil. Forensic "imaging" is a process used to create a copy of an electronic device's data, including deleted data. The comprehensive nature of this preservation process allows for the assembly of a timeline of user actions. More specifically, the process preserves data such as logs, deleted data, and Internet browsing records, which in the aggregate create a narrative of user actions.

14. In summary, consistent with the opinions expressed in this Declaration, and based upon the materials that have been made available to me, I have concluded thus far that there is evidence to support the following:

- a. Using a workstation computer located at a Jabil facility where Defendants MacNeish, Gjovik, and Ojeda formerly worked ("the workstation"), a user profile associated with Defendant MacNeish was used to "package" relevant Computer Aided Design ("CAD") and other files that appear to represent Jabil intellectual property on September 13, 2017;
- b. On September 13, 2017, the workstation was used to export a list of Jabil contacts to a file called "Jabil Contacts1.CSV;"
- c. On September 13, 2017, shortly after the files were packaged and the "contacts" file was created, a USB data storage device was attached to the workstation;

² CFS was provided with a forensic image designated as "Q-19-DT-178357-Kiosk" on October 30, 2019. CFS later received a forensic image designated as "Q-19-DT-178355-2nd_Floor_workstation" on November 4, 2019.

d. The logs contain evidence that another laptop assigned to Defendant MacNeish by Jabil was used to interact with “cloud” services on December 7, 2017—months after his resignation.³ According to the logs, the cloud service data repository contained CAD and other files that are the same or similar to the files that were “packaged” on September 13, 2017.

15. For the purposes of this Declaration, all dates/times are reported in the time zone in which the workstation was set—Pacific Standard Time.

16. As noted above, one of the forensic images that I have started to analyze represents a workstation computer that was located at a Jabil facility where Defendants MacNeish, Gjovik, and Ojeda formerly worked.⁴ I determined that by June 20, 2017, the workstation was put into service. At that time, the workstation’s “Registered Owner” was designated as “Terry,” and a user profile called “terry” was created.

17. Later, on July 7, 2017, another user profile called “100031794” was created. I understand that this number is Defendant MacNeish’s Jabil employee identification number. (*See supra* fn. 1.)

18. I further understand that Defendant MacNeish resigned from Jabil on September 13, and left the company on September 15, 2017. (*See* Defendants’ Motion at 3; Compl. ¶ 36.)

³ “Cloud” accounts, generally, are used to centrally store files so that they can be accessed remotely from any computer or device connected to the Internet.

⁴ The forensic image is named “Q-19-DT-178357-Kiosk”, and was created on September 23, 2019.

19. On September 12, 2017, the “100031794” profile was used to package files into a compressed archive called “Terry Local Desktop ZIP - 9-12-2017.zip.”⁵ Notably, this file was stored in “OneDrive.” OneDrive is a “cloud” file storage service offered by Microsoft. (*See supra* fn. 3.) Thus, the OneDrive account, to which the file was uploaded, afforded anyone with knowledge of the OneDrive account’s username as password the capability of accessing and downloading the file from any computer that can access the Internet.

20. On September 13, 2017, the date of Defendant MacNeish’s resignation and two days before his last day of employment at Jabil, a user logged into the workstation using Defendant MacNeish’s employee number profile. During the morning of September 13, 2017 (approximately 7:35 AM), that user searched the Internet for “outlook export collected email addresses,” using the Firefox web browser. Shortly thereafter (approximately 7:40 AM), I have identified indications that the user using Defendant MacNeish’s employee number profile indeed exported a list of contacts, saving them to a file located at: “\Users\100031794\Desktop\Jabil Contacts1.CSV.” To date, I have not recovered the content of this file from the forensic image of the workstation, but the evidence indicates that the file may have included the fields: name, address, Billing Information, Categories, Importance, Mileage, and Sensitivity.

21. Later in the morning of September 13, 2017, the same user then created another ZIP archive file called simply “jabil.zip.” The “jabil.zip” file contained thousands of CAD and other files, a large majority of which were stored within subfolders, including

⁵ A ZIP file (a file with a .zip file extension) is, essentially, a container that allows for the compression and packaging of several files. ZIP files are often used to facilitate file transfers to another device.

“FDM\CAD\10X Machine.” I am familiar with the allegations underlying this action and understand “FDM” to mean fused deposition modeling (also known as fused filament fabrication), “CAD” to refer to Computer-Aided Design, and “10X” to refer to Jabil’s TenX 3D-printing platform. (*See, generally, Compl.*)

22. The “jabil.zip” file was created on September 13, 2017, at approximately 9:42 AM. The file was last modified that same day at approximately 9:48 AM. This is consistent with the time it would have taken to “package” the CAD and other files into the ZIP container.

23. Minutes after the “jabil.zip” container completed the packaging process, at approximately 9:52 AM, a USB data storage device was attached to workstation, while it was logged into using Defendant MacNeish’s employee number profile.

24. I also note that on August 25, 2017, a user, while logged into the workstation using Defendant MacNeish’s profile, conducted a search on the Internet for “ccleaner.” CCleaner is a commercially and freely available data wiping/cleanup software tool. While the program was installed, and set to run when the computer started up, I have not determined the extent, if any, of its usage.

25. CFS and I understand from Jabil that Defendant MacNeish was also issued a laptop that was owned by Jabil and intended for use in connection with MacNeish’s job responsibilities (the “laptop”). I understand further that the laptop is not in Jabil’s possession. However, the Digital Guardian logs indicate that the laptop was accessed (powered on, and connected to the Internet) after Defendant MacNeish’s resignation from Jabil, using a profile associated with his employee identification number.

26. For example, the logs show that on December 7, 2017, Defendant MacNeish's profile was used to access the laptop, and the laptop synchronized with, and downloaded files from, a Dropbox account. Dropbox is a cloud data-storage service that offers the ability to upload and access files from multiple devices. According to the logs, when the laptop synchronized with Dropbox on December 7, 2017, thousands of CAD and other files were downloaded from the Dropbox account.

27. Notably, the files, as they existed in Dropbox, were contained within a folder called "Jabil." A substantial amount of the files had been stored in subfolders including: "fdm/cad/10x machine." This is the same folder path that I observed in the "jabil.zip" file created at Jabil using Defendant MacNeish's profile less than three months earlier.

28. The logs also show that Defendant MacNeish's profile continued to be used to access the laptop well into 2018. CFS and I understand that Greenberg Traurig has requested that the Defendants immediately return the laptop, but Defendants have thus far failed to do so. I have requested that Plaintiff's counsel provide that laptop to me for forensic preservation and analysis.

29. CFS and I are also in the process of reviewing Digital Guardian logs of activity associated with Defendant Erik Gjovik's employee number.

30. CFS's investigation and forensic analysis is ongoing. Indeed, I received the forensic images less than one week prior to the execution of this Declaration. For this reason, I respectfully reserve the right, to amend and supplement this Declaration.

I declare under penalty of perjury under the law of the United States that the foregoing is true and correct.

Executed on November 6, 2019

A handwritten signature in black ink, appearing to read "Mark Lanterman", written in a cursive style.

Mark Lanterman

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

JABIL INC.,

Plaintiff,

v.

ESSENTIUM, INC.; ESSENTIUM
MATERIALS, LLC; ERIK GJOVIK;
GREG OJEDA; WILLIAM “TERRY”
MACNEISH III; and LARS UFFHAUSEN,

Defendants.

Case No. 8:19-cv-1567-T-23SPF

SECOND DECLARATION OF MARK LANTERMAN

Under 28 U.S.C. § 1746, I declare as follows:

1. My name is Mark Lanterman. I am the Chief Technology Officer of Computer Forensic Services (“CFS”) located in Minneapolis, Minnesota. CFS and I have been retained by Greenberg Traurig, PA, counsel for Plaintiff Jabil, to analyze digital evidence. I have previously provided a Declaration in this action on November 6, 2019. My previous testimony is incorporated by reference.

2. I offer this second Declaration to supplement my first Declaration, and to discuss findings that I have made to date. CFS’s analysis of the data that has been provided by Plaintiff Jabil is ongoing, and I therefore reserve the right to amend or supplement this Declaration.

3. As stated in my previous Declaration, I am familiar with the facts as alleged, and Plaintiff's counsel has provided me with additional documents since my November 6, 2019 Declaration, including:

- a. Defendant's Reply to Jabil's Memorandum in Opp. To the Motion to Compel, filed on November 21, 2019;
- b. The Declaration of Terry MacNeish, filed on November 21, 2019;
- c. Defendant Gjovik's Answers to Jabil's First Set of Interrogatories, dated November 25, 2019; and
- d. Defendant MacNeish's Answers to Jabil's First Set of Interrogatories, dated November 25, 2019.

I. Analysis of Digital Evidence Related to Terry MacNeish

4. As discussed in my previous Declaration, counsel for Jabil has previously provided me with log files that were generated by its data-loss-prevention software called Digital Guardian. The Digital Guardian logs reveal that Defendant MacNeish's Jabil employee user credentials were used to interact with Jabil data on his missing Jabil-issued laptop as late as July 2018.¹ (*See also* First Lanterman Decl. ¶ 28.)

5. My review of the provided Digital Guardian logs related to MacNeish's missing Jabil-issued laptop demonstrate that after MacNeish departed Jabil, files with Defendant MacNeish's name, including what is, ostensibly, private financial information, were saved to

¹ I understand that Defendant MacNeish has represented that he "discarded the used Jabil HP Z-Book 15 in a dumpster outside of the [Essentium West] building." (MacNeish Decl. ¶ 22.) He also claims that "[i]f the HP Z-Book 15 was used after [he] left Jabil on September 13, 2017, it was powered up and used by someone other than [him]." (*Id.* ¶ 20.)

his missing Jabil-issued laptop. For example, the following selection of files appeared on MacNeish's missing Jabil-issued laptop in 2018:

- a. `essentium_-_form_offer_letter_(ca)_(restricted_stock)_-_william_macneish - accepted and executed - wjm3 - 6-21-2018.pdf`;
- b. `2016 w2 - william macneish - jabil.pdf`;
- c. `essentium_-_form_offer_letter_(ca)_(restricted_stock)_-_william_macneish_terry_edit.pdf`.

6. As demonstrated by the Digital Guardian log file associated with MacNeish's missing Jabil-issued laptop, Dropbox was used to synchronize thousands of files. As I noted in my previous Declaration, Dropbox is a cloud data-storage service that offers the ability to upload and access files from multiple devices. Here, Dropbox synchronized with the missing Jabil laptop on several occasions.

7. On December 7, 2017, hundreds of files were deleted from and saved to the Dropbox folder on the missing Jabil-issued laptop. On that same day, a folder called "newco" was created within Dropbox. Notably, of the approximately 500 hundred files that were deleted, no files from within the "newco" folder, nor any files related to Jabil or 10X, were deleted. The deleted files appear to relate to clients of MacNeish's consulting firm.²

8. The Digital Guardian logs for the missing Jabil-issued laptop also show that files, including files referencing "Jabil" and "10X," were copied from the missing Jabil-issued laptop to unidentified external data volume(s). Please refer to the table below for a list of the files' origins and destinations.

² See Def. MacNeish Answer to Pl.'s Interrog. 2, 4(2).

Date	Original File Location	Filename	Destination for Copy
12/3/2017	c:\users\100031794\desktop\amc files\	heaterdata.csv	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	heater2.csv	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	extruder - terry - 5-27-2017.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	cnc_homing_stateoldstyle.sch	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	cnc_homing_statemovingxandy.sch	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	cnc_homing_state.sch	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	10x_jabil_x_axis_san_dimas_machine_3.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	ch3 - y - terry - 6-21-2017.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	z1_rs232.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	10x_jabil_y_axis_san_dimas_machine_3.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	z1_new.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	y_axis_tuning_fe_enable_d_04212017.log	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	y_axis_tuning_fe_enable_d_04212017.adf	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	x_axis_tuning_fe_enable_d_04212017.log	d:\amc\
12/3/2017	c:\users\100031794\desktop\amc files\	x_axis_tuning_fe_enable_d_04212017.adf	d:\amc\
12/20/2017	c:\users\public\documents\driveware 7.3.2\my projects\	10x_machine3_h.adf	d:\
12/20/2017	c:\users\public\documents\driveware 7.3.2\my projects\	10x_machine3_heater.adf	d:\
12/20/2017	c:\users\public\documents\driveware 7.3.2\my projects\	heaterrandd.adf	d:\
12/20/2017	c:\users\public\documents\driveware 7.4\my projects\	heater_redo6_1.adf	d:\
1/24/2018	c:\candm\working_5_4_2e\examples\jabil3dprinter_31_no_home\source\sch\	cnc_running_state.sch	d:\
1/24/2018	c:\candm\working_5_4_2e\examples\jabil3dprinter_31_no_home\source\sch\	cnc_running_state.sch	d:\
1/25/2018	c:\candm\working_5_4_2e\examples\jabil3dprinter_31_no_home\source\sch\	cnc_running_state.sch	d:\

9. According to the Digital Guardian logs, on March 28, 2018, the file “jabil’s assy with lsi-75 x 23 (5-24-2017).zip” and “jabil’s assy with lsi-75 x 23 (5-24-2017).err” were

copied to the “newco” folder within Dropbox on the missing Jabil-issued laptop. The names of these files also exist within the Jabil.zip file that was packaged the day MacNeish departed from Jabil. (See First Lanterman Decl. ¶ 21.)

II. Analysis of Digital Evidence Related to Erik Gjovik

10. As noted in my previous Declaration, I was provided with a forensic image, representing the Jabil-owned computer system issued to Erik Gjovik (“the Gjovik System”).³ The Gjovik System had been primarily used under the profile designated as “100022209,” which I understand is the employee identification number assigned to Defendant Gjovik while he was employed at Jabil. I understand that Defendant Gjovik left Jabil on October 13, 2017.

11. In summary, I have concluded thus far that there is evidence to support the following, as it pertains to the Gjovik System:

- a. A user logged into the Gjovik System using the Gjovik profile and interacted with files synced with Dropbox. Most of these thousands of files appear to represent Jabil’s property;
- b. On August 7, 2017, a user using the Gjovik profile attached a USB data storage device to the Gjovik System;
- c. On October 5, 2017, a user using the Gjovik profile conducted a search for data destruction software, downloaded it, and subsequently executed it on the Gjovik System;

³The computer was designated as “USBLU80000036MZ.” Forensic “imaging” is a process used to create a copy of an electronic device’s data, including deleted data. The comprehensive nature of this preservation process allows for the assembly of a timeline of user actions. More specifically, the process preserves data such as logs, deleted data, and Internet browsing records, which in the aggregate create a narrative of user actions.

d. On October 13, 2017, Gjovik's last day at Jabil, a user using the Gjovik profile attached another USB data storage device to the Gjovik System;

12. Defendant Gjovik's user profile on the Gjovik System was first created on July 10, 2017. Shortly thereafter, the Dropbox application was installed. Specifically, data contained within the forensic image indicates that on July 10, 2017, a user using the Gjovik profile downloaded the Dropbox application from the Internet.

13. In some cases, the Dropbox application adds extended "attributes" to files synchronized with the service. These attributes are often used by Dropbox to accurately synchronize metadata fields, such as date/timestamps, filenames, and other information across different devices. I have identified in excess of 15,000 files that are associated with Dropbox's attributes on the Gjovik System.

14. For example, I identified that Dropbox appended such attributes to files that once existed on the Gjovik System, for example:

- a. /Users/100022209/Documents/Current/10x Alpha Head 5/;
- b. /Users/100022209/Documents/Work/TenX.

15. Because Dropbox attributes are contained within the above-listed folders, files that once existed within the folders had synchronized with or originated from Dropbox. This further indicates that the files may still exist within the Dropbox account that was used to synchronize with the Gjovik System. I identified evidence to support that the Dropbox account on the Gjovik System was associated with the personal email address "erikgj@cox.net."⁴

⁴ I understand that Jabil has requested credentials to Defendant Gjovik's cloud accounts and that Defendant Gjovik has admitted to having credentials to a "personal" Dropbox account. (See Def. Gjovik Answer to Pl.'s Interrog. 4).

16. A user using the Gjovik profile uninstalled Dropbox from the Gjovik System shortly before Gjovik's departure from Jabil.

17. In addition to the use of "Cloud" data storage, I also identified and extracted the Gjovik System's Internet browsing history. On October 5, 2017, the user "100022209" (Gjovik's profile) conducted both Bing and Google searches for the "Eraser" program. Eraser is a freely available application that is akin to CCleaner, the data-destruction software downloaded by MacNeish, in that it can be used to permanently destroy data. After conducting this search, a user using the Gjovik profile installed and executed the Eraser application.

18. On August 7 and October 13, 2017, the user "100022209" attached USB data storage devices to the Gjovik System. USB devices are commonly used to copy and transfer data. I respectfully request access to these devices for preservation and analysis.

III. Analysis of Digital Evidence Related to Jason Greene

19. On November 12, 2019, CFS and I were provided with the laptop computer that was previously issued to Jason Greene by Jabil.⁵ I confirmed that the primary user profile on the computer was designated as "100042695," which I understand was Jason Greene's Jabil employee identification number.

20. I understand that Greene's employment at Jabil ended on October 13, 2017, and he conducted an exit interview on or before October 16, 2017. On October 18, 2017, Greene's user account, "100042695," was active when an external USB hard drive was attached to the computer. At that time, files were copied to the external device *en masse*.

21. Specifically, at approximately 8:51 AM on October 18, 2017, Greene's user

⁵ HP ZBook 15 G3 Laptop, bearing the serial number CND7115HWF.

profile was used to generate a backup of data contained within Microsoft Outlook to include emails, contacts, calendar entries, and other information. The data was packaged as a “.pst” file. PST is an acronym for “Personal Storage Table” and is a file format that contains Microsoft Outlook data. The PST file was initially saved at the following location: “Users\100042695\AppData\Local\Microsoft\Outlook\Jason_Greene@jabil.com.ost\Outlook Data\backup.pst.”

22. Shortly after the “backup.pst” file was created on Greene’s Jabil-issued laptop, it was copied to the external USB hard drive. At approximately 8:55 AM on October 18, 2017, Greene’s user account, “100042695,” accessed the copied file located at “D:\Outlook Data\backup.pst.” Here, the prefix “D:\” refers to the external data storage device.

23. Greene’s Jabil-issued computer also revealed that other files had been copied to the external USB data storage device. For example, one folder called “C:\Designs\10X\Beta\Cabling\Drawings” was accessed from Greene’s Jabil-issued computer. The same folder path was also identified and accessed from “D:\Final\Designs\10X\Beta\Cabling\Drawings.” This pattern of activity is consistent with 1) file copying, and 2) a user subsequently confirming that the targeted files copied successfully.

I declare under penalty of perjury under the law of the United States that the foregoing is true and correct.

Executed on January 17, 2020

A handwritten signature in black ink, appearing to read "Mark Lanterman", written over a horizontal line.

Mark Lanterman

Exhibit G

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

JABIL INC.,

Plaintiff,

v.

ESSENTIUM, INC.; ESSENTIUM MATERIALS,
L.L.C; ERIK GJOVIK; GREG OJEDA; WILLIAM
"TERRY" MACNEISH III; and LARS
UFFHAUSEN,

Defendants.

Case No. 8:19-cv-1567-T-23SPF

DECLARATION OF GREGORY OJEDA

Under 28 U.S.C. § 1746, I declare as follows:

1. My name is Gregory Ojeda. I was formerly employed by Jabil Inc. ("Jabil") as a Business Development Manager in the additive manufacturing group.

2. In 2017, I helped found Essentium Machines, LLC, with a group of people that included other former Jabil employees and a former Jabil contractor. In the course of creating Essentium Machines and its successor company, Essentium, Inc., attracting investors and capital, and operating the company, I agreed with the other Defendants, Gene Birdwell, and Steven Birdwell to engage in the conduct set forth below. I regret that things unfolded as they did, and I have entered into a Settlement Agreement with Jabil and provided this Declaration in an effort to make amends.

3. In 2016 and 2017, I worked with Erik Gjovik, Terry MacNeish, Lars Uffhausen, and others to develop a Jabil 3D-printer called TenX as well as related technologies, business plans, marketing materials, and supplier partnerships.

4. In or before approximately August of 2017, Gjovik, MacNeish, Uffhausen, and I reached an agreement to create a new company to produce and sell an extrusion-based 3D-

printer based on TenX. Our plan was that Jabil would have no ownership or other interest in this company, which we referred to as “NewCo.”

5. We used and based many aspects of NewCo’s business model on Jabil’s confidential technical, business, and marketing information (“Jabil Trade Secrets”).

6. We knew that Jabil leadership would likely oppose our efforts to use the TenX’s technology, business plans, and marketing materials to create NewCo for our own personal gain, so we took steps to conceal our efforts. Among other things, we used personal email accounts to discuss our plan, to share and store confidential Jabil documents, and to communicate with potential third-party investors we solicited.

7. For example, Uffhausen created a detailed multi-year business plan for NewCo while we were all still employed by or under contract with Jabil. He incorporated into the plan, among other things, technical aspects of the TenX printer and other confidential information relating to: the expected performance of the TenX printer; pro forma sales data, pricing, costs, margins, materials, accessories, and consumables; staffing plans; anticipated capital and operational expenditures; research-and-development plans and budgets; and timelines for the use of resources and related development benchmarks. MacNeish, Gjovik, and I reviewed and contributed to this document.

8. Uffhausen also used confidential Jabil materials to create a “white paper” and a two-page “teaser” for prospective investors in NewCo. MacNeish, Gjovik, and I reviewed and contributed to this document as well.

9. Additionally, we utilized confidential Jabil information regarding important supply-chain and development partners Jabil had identified, vetted, and selected for use in connection with additional research, development, and production of TenX printers and related

technologies, including the bids those vendors had provided for various TenX subsystems. We used this information in connection with preparing our business plans and marketing materials for NewCo.

10. Also on or before approximately August of 2017, Gjovik, MacNeish, Uffhausen, and I agreed to contact Essentium Materials, LLC, confidentially and without Jabil's knowledge, to inquire whether it and its principals would invest in and assist with the creation of NewCo so that Essentium Materials could develop and sell a printer based on TenX so we could each personally profit.

11. I specifically reached out to Blake Teipel, who was then the President of Essentium Materials. He was interested in NewCo but said he needed the approval of Steven Birdwell, an investor and Board Member of Essentium Materials, and Gene Birdwell, an investor, CEO, and Chairman of the Board of Essentium Materials, before agreeing to help create NewCo.

12. Over the course of approximately the next month, Gjovik, MacNeish, Uffhausen, and I repeatedly and continually discussed NewCo with Teipel and the Birdwells. Because all of us understood that Jabil would likely oppose these discussions and the contemplated NewCo plan, Teipel and the Birdwells primarily communicated with us through our private, non-Jabil email accounts or through meetings in person, by telephone, or by video.

13. Teipel and the Birdwells viewed Jabil's TenX technology, its TenX team, its strategic partnerships, and its business plan as potentially highly profitable and critical to the success of their existing venture. They were concerned, however, with the legal risk associated with using Jabil technology, information, and personnel to create NewCo without Jabil's consent. We shared our Jabil contracts with Teipel and the Birdwells, including our

Commitments of Confidentiality. Everyone understood that creating, pitching, and operating NewCo as contemplated would require the use of documents and information that Jabil considered to be Confidential Materials pursuant to the Commitments of Confidentiality.

14. Nevertheless, Teipel and the Birdwells agreed to invest and help us form NewCo so long as we all took steps to “de-risk” the investment. Gjovik, MacNeish, Uffhausen, Teipel, the Birdwells, and I formed a two-pronged “de-risking” plan.

15. First, we planned for MacNeish and Uffhausen, two of the four Jabil employees or contractors, to leave Jabil. We agreed that Gjovik and I would temporarily stay behind. After MacNeish left, Gjovik and I would attempt to use this departure to convince Jabil that the viability of the TenX program was in jeopardy and Jabil should license the TenX technology to Essentium Materials to salvage some of the project’s value. Meanwhile, MacNeish and Uffhausen would immediately join Essentium Materials. There, MacNeish, who had been involved in the application process for TenX patents, would attempt to recreate an improved version of TenX that would not, in his view, infringe on Jabil’s present and anticipated patents. Uffhausen, for his part, would immediately begin work on creating NewCo and would take steps to attract additional investors using the business and marketing materials we had been developing at Jabil.

16. All of us, including Teipel and the Birdwells, agreed that Gjovik, MacNeish, Uffhausen, and I would conceal our plans to move to Essentium and create NewCo. We all believed that Jabil leadership would shut down licensing negotiations and decline the license request the minute they learned that MacNeish had gone to Essentium and that we would likely soon follow. We wanted to do everything we could to ensure that Jabil did not know about

our plans to form NewCo during the licensing negotiation process. We discussed this issue repeatedly with Teipel, Gene Birdwell, and Steve Birdwell.

17. The Birdwells in particular requested that Gjovik and I continue our employment with Jabil during the licensing attempts because they, either individually or through other entities owned or controlled by them, would be the primary investors in NewCo. They viewed the time Gjovik and I spent working to advance NewCo while still employed by Jabil as time spent on Essentium's behalf at Jabil's expense. To that end, they guaranteed us salaries of \$250,000 each per year, 6-month severance agreements, and 12.5% founders' equity of NewCo.

18. Sometime in the first half of September, Teipel and the Birdwells conveyed that they had set aside money to be invested in NewCo with provisions for the salaries and equity that we had previously negotiated.

19. Based on that support and according to our plan, MacNeish and Uffhausen resigned from Jabil on approximately September 13, 2017. When Jabil leadership asked Gjovik and I if we knew where they were going, we falsely told them that we did not know.

20. I told Jabil leadership that I believed the TenX program could not go on without MacNeish, and I obtained authority to explore licensing opportunities with Essentium. Over the course of the next few weeks, I used my Jabil email address to ostensibly negotiate potential licensing terms with Essentium. At or about the same time, I used my personal email address and personal conferences to discuss with Gjovik, MacNeish, Uffhausen, Teipel, and Steven Birdwell which licensing terms would be most favorable to Essentium and NewCo. While negotiating the license agreement, I did not disclose that I was also advancing my own prospective future interests as a founder of NewCo.

21. During and before these licensing negotiations, Uffhausen prepared investment materials for NewCo, which would eventually be named Essentium Machines. Gjovik, MacNeish, Teipel, Steven Birdwell, and I all reviewed and contributed to these materials.

22. These investment materials incorporated confidential Jabil business, technical, and marketing materials. Among other things, a “teaser” document for Essentium Machines utilized Jabil data. Some iterations of the teaser included photographs and CAD depictions of Jabil’s pre-market TenX printer. Iterations of the teaser included financial projections that were incorporated and adopted from the business plans and business information we learned and helped create while employed at Jabil.

23. Also used was an Essentium Machines white paper that was based on a highly confidential Jabil TenX product and business plan, which included confidential information obtained from third parties, otherwise not publicly known. Several passages of the white paper were lifted substantially verbatim from the Jabil TenX product and business plan. Steven Birdwell distributed versions of these teasers and white papers to prospective investors with this information while Gjovik and I were still employed by Jabil. Some versions of the teaser alluded to Gjovik and I being founders of Essentium Machines, and others expressly identified us by name.

24. We concealed our efforts and these related investment materials from Jabil leadership.

25. By now, Jabil had learned that MacNeish and Uffhausen had gone to Essentium. On October 11, 2017, Jabil sent both Essentium Materials and MacNeish letters that, among other things, stated that “Jabil is and will continue to be in the 3D printing business,” that MacNeish and other employees he worked with had “significant exposure to Jabil’s

confidential and proprietary information, including but not limited to Jabil's plans, technical roadmaps, specifications, product and material functionalities and know-how that also relate to 3D printers and 3D printer filament," that the nature of Essentium's business was "directly competitive" to Jabil's, and that MacNeish and others were subject to continuing confidentiality obligations, including those in their Commitments of Confidentiality. The Birdwells, Teipel, Gjovik, MacNeish, and I discussed these letters on at least one telephone conference. We ultimately agreed to proceed with Essentium Machines as planned and took no corrective action.

26. Prior to October 13, 2017, Jabil declined to license the TenX technology to Essentium. I requested an exit package from Jabil. Erik Gjovik and I separated from Jabil on Friday, October 13, 2017.

27. I received a separation package. As a condition of obtaining the severance payments made to me by Jabil pursuant to our separation agreements, I purported to agree to abide by my Commitments of Confidentiality to Jabil.

28. By the following Monday, October 16, 2017, Gjovik and I began openly working for Essentium Machines, LLC, which the Birdwells, Uffhausen, MacNeish, and Teipel had formed. As promised, we received our salaries, equity, and employment agreements as promised by Gene and Steven Birdwell.

29. Essentium did not have a 3D printer of its own before MacNeish left Jabil and began working at Essentium Machines. By the time Gjovik and I arrived, MacNeish had either already completed or was nearly finished creating a 3D-printing technology demonstrator. We planned on using the technology demonstrator during investor pitch meetings and later converting it into the High Speed Extrusion, or "HSE," platform. I was not involved in the

engineering of the technology demonstrator, but I know from communications with MacNeish and others at Essentium that he selected components based on the design experience and “know-how” he had acquired at Jabil, and he sourced components from the supply-chain partners we had identified, vetted, and selected at Jabil for use in TenX.

30. I immediately began assisting with investment pitches to prospective investors introduced to us by the Birdwells. Uffhausen, Teipel, MacNeish, Gjovik, and I continued to review and contribute to pitch materials that included Jabil confidential information. A central theme and message we conveyed to prospective investors was that we were “not guessing” about our business plan because we had “used Jabil as a petri dish.” We knew from our time and resources at Jabil, for example, exactly the right suppliers to partner with so that we could ensure that appropriate global supply chains were then available to provide the components we would use in the new printer. We also knew the appropriate markets to target from research conducted by Jabil, we had contacts and leads from marketing efforts at Jabil, and MacNeish’s engineering team had devoted substantial time and resources, while at Jabil, to progressing 3D-printer design technology and component-selection to a point where they were capable of printing substantially faster than existing competitors. Our intention was that potential investors would conclude that we would use their investments to finish what we had started at Jabil.

31. I kept all or most of the Jabil confidential communications, files, and information that I had stored on my computer at Jabil. I knowingly used those confidential communications, files, and information while employed at Essentium, for its benefit.

32. It is my understanding that Uffhausen, MacNeish, and Gjovik also retained certain Jabil confidential information and assets that Essentium principals and employees

accessed and referenced well into our time at Essentium. In order to further our own and Essentium's interests, Teipel and Uffhausen, for instance, continued to use the detailed business plans we had created from Jabil information and files at least well into 2018, and the information in those plans was incorporated into pro forma and numerous other documents disseminated to investors and used to satisfy the Birdwells' requirements to continue funding.

33. Uffhausen converted Jabil's confidential Lean Product Plan into an Essentium product plan. The result was Essentium's Product Plan, which is a 46-page, approximately 7,300-word business plan that is essentially identical to Jabil's Lean Product Plan but with references to Jabil deleted and the word "EM" (or Essentium Machines) substituted for the word "TenX." Teipel and other Essentium principals who used the document knew its origin, versions of which were circulated still including commentary from a Jabil employee who never joined Essentium.

34. Uffhausen, Teipel, and I created an Early Access Partner ("EAP") program as a go-to-market strategy for the Essentium printer, and the "EAP" was based on a customer agreement I negotiated while at Jabil.

35. I separated from Essentium in August 2018.

36. In late May 2019, I encountered John Dulchinos from Jabil at the Rapid 2019 trade show in Detroit, Michigan. I tried to speak with him, but Dulchinos declined and said that we could not speak because of potential legal disputes between Jabil and Essentium. Later, I encountered Gjovik and Teipel at that same trade show, and I told them that Jabil might be mobilizing to sue Essentium. After this lawsuit began, I learned from MacNeish's declaration that Gjovik called MacNeish and told him about my conversation with Dulchinos at Rapid. According to his declaration, at some point after Gjovik's conversation with MacNeish,

MacNeish disposed of a Jabil laptop that had been stored at an Essentium facility. Approximately six weeks later, Jabil filed this lawsuit. I do not know any valid reason why MacNeish would have disposed of the Jabil laptop.

37. Essentium Machines and Essentium Inc. would either not exist or would not be the same companies that they are today if we had not worked for Jabil and subsequently used Jabil confidential information. Without this leverage, we would have faced significant challenges raising investor funds and producing the HSE printer as we did. We also would not have developed or executed these strategies or plans without the financial inducement and support of the Birdwells, who guided us through the process to conceal our plan from Jabil and ultimately funded the venture, enabling us to leave Jabil and engage in the above-described conduct.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on June 18, 2020 @ 7:50 pm



Gregory Ojeda