

Offer Packet Check List

Please make sure that the following documents are enclosed:

- Offer Letter (Please initial and sign/return all pages)
- Mutual Negotiation and Arbitration Agreement (sign/return first & last page)
- Non-Disclosure Agreement
- Overall Summary of Keyence Benefits
 - Keyence 2016 Calendar
- Summaries of Insurance Plans

In accepting our offer, please return the following documents and information below at your earliest convenience to PRBQ@Keyence.com or via fax to (201) 782-0843

- Signed Offer Letter (All pages)
- Mutual Negotiation and Arbitration Agreement (sign/return first & last page)
- Non-Disclosure Agreement (All pages)
- Preferred Name: Devon
(Preferred name will be used for email address and internal phone directory. (e.g. Bob@Keyence.com instead of Robert@Keyence.com – this should be what you want on your business cards)
- Date of Birth: 12-22-1993
- Social Security #: 606-76-0664
(DOB and SS# are used to create your personnel file)

If you have any questions, please feel free to contact your Keyence recruiter or HR at (201) 930-0100, extension 70400.

June 21st, 2016

Mr. Devon Quaternik
894 Harrison Street
Santa Clara, CA 95050

Dear Devon,

Thank you for your interest in Keyence Corporation of America ("Keyence"). Throughout our interview process, we have seen great potential in you to succeed at our organization. Keyence is pleased to extend an offer of employment to you as an Application Support Engineer subject to the terms and conditions acknowledged by you in the Employment Application and our Conditions of Employment document and Arbitration Agreement found within this offer package. Please review the following information regarding compensation, benefits and other matters. If you have any questions or concerns, please do not hesitate to contact Human Resources at (201) 930-0100, extension 70400.

- Your start date will be on a mutually agreeable date.
- Your primary duty is to develop a thorough understanding of Keyence products and their applications. This is a non-exempt position with a total salary of \$70,200. Your first paycheck will be held back 1 week in arrears.
- You will represent Keyence's Global Business Development (GBD) Group.
- Your final office location will be our Cupertino, CA office after successful completion of training in Cupertino, CA. Upon entering the on-the-job training period, you will be evaluated as an exempt Application Support Engineer.
- Enclosed is a welcome packet, which includes other detailed information about Keyence's benefits.
- Keyence sales positions concentrate on sales outside the office and at all times require you to have a valid driver's license and your own vehicle that can transport your assigned product line's equipment.
 - Personal automobile insurance coverage must also be maintained throughout your employment. Copies of insurance and valid, unsuspended driver's license will need to be furnished with your acceptance of our employment offer. Your vehicle expenses will be reimbursed based on the then current IRS mileage rate.
- Position requires the ability to lift and carry 35 – 85 lbs. of demonstration equipment in and out of vehicles and through customer locations. Incumbents are expected to demonstrate flexibility to a wide variety of manufacturing environments in terms of level of cleanliness, temperature, and/or noise.
- This offer of employment is contingent upon your obtaining a Bachelor's degree from a four-year college. Degree verification will be completed prior to your start date.

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- This offer is contingent on your demonstration of your authorization to work in the United States. Ongoing employment will require your continuing ability to demonstrate that you remain authorized to work in the United States. Documents acceptable under the Bureau of Citizenship and Immigration Services regulations to establish your right to work in the United States will also need to be submitted on your first date of employment.

Promotion to Exempt Application Support Engineer: After completion of all classroom-based training programs, you will be evaluated for the exempt position of Application Support Engineer. If you are promoted to Application Support Engineer, you will be eligible for performance-based incentives.

Variable Compensation: With Keyence, you will be eligible for performance-based incentives and other variable compensation. After completion of classroom training, you are eligible for the yearly targeted ASE1 (Application Support Engineer 1) incentive of \$11,000. Upon completion of all training, as a ASE2 (Application Support Engineer 2) you are eligible for a yearly targeted incentive of \$25,000. This target was calculated based on 2015 actual result.

Performance Evaluations: Employees will be eligible for their first performance evaluation upon the completion of a full fiscal half. After this initial performance evaluation, all employees' performance will be evaluated at least once annually thereafter. The evaluations, in themselves, do not guarantee salary increases, which are based upon merit and performance progress as well as the profitability of Keyence and the general economic conditions.

We look forward to your acceptance of this offer of employment and welcome you to the Keyence family. We feel confident that you will be an asset to our sales team and we greatly look forward to witnessing your accomplishments. Keyence, a company of aggressive growth, innovative products and a fast paced environment, cannot wait for you to begin your career at our organization. If you have any questions, please feel free to contact HR at (201) 930-0100, extension 70400.

Before signing this employment offer upon acceptance, please also read carefully the Conditions of Employment document for this position. By signing this offer letter, you are agreeing that you will abide by the provisions set forth in the Conditions of Employment document as well as what is set forth herein. Finally and most importantly, please review and send back the signed Arbitration Agreement, which is also a condition for your employment with Keyence.

Sincerely,
KEYENCE CORPORATION OF AMERICA



Kentaro Endo
Senior Human Resources Department Manager

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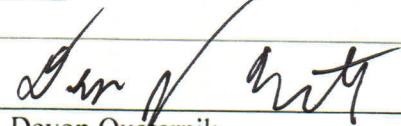


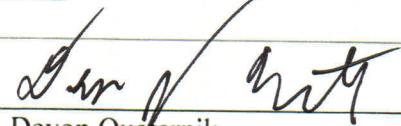
669 River Drive, Suite 403, Elmwood Park, NJ 07407 PHONE: 201-930-0100 FAX 201-930-0950

KEYENCE CORPORATION OF AMERICA

www.keyence.com

Accepted by

 Devon Quaternik

 6/21/2016

Date

Conditions of Employment

To become an employee of Keyence, you are requested to acknowledge and observe several conditions of employment. Due to the highly competitive nature of our business, we must present these terms of employment to you.

In accepting our offer of employment, you represent that you are not violating any covenants with any of your former employers. Your employment will also be subject to your compliance with our policies and practices set forth in our Employee Handbook. We specifically direct your attention to the "Confidentiality" Section, which will govern your conduct during and after your employment with us. You understand and agree that during and after your employment with us, you shall not disclose such confidential and proprietary information pertaining to Keyence customers, products or services, data, know-how, experience and expertise in the development, distribution, marketing and selling of all Keyence products as well as such information of Keyence customers. In the event of a termination of your employment, either voluntarily or involuntarily and for any reason whatsoever, you must return to Keyence all business cards, stationery, office keys, cellular phone, equipment as well as the original and all copies of customer lists, electronic files, records, notes, and written materials of any nature whatsoever relating to the business of Keyence or its manner of conducting its business. You shall not keep in your possession or control any copies of such Keyence records, correspondence and/or written material.

If you have any questions regarding this document, please contact Human Resources at (201) 930-0100, extension 70400.


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MUTUAL NEGOTIATION AND ARBITRATION AGREEMENT

1. Mutual Agreement to Negotiate and Arbitrate Claims: Employee and Keyence Corporation of America ("Company") agree to the resolution of all claims, disputes, and/or controversies ("Claim(s)"), whether or not arising out of Employee's employment or its termination, that Company may have against Employee or that Employee may have against Company, its subsidiaries or affiliated entities, or against its employees or agents in their capacity through good faith negotiation first. If the Claims cannot be settled through such negotiation, the parties agree to the resolution of the Claims through binding arbitration. The Claims covered by this Mutual Negotiation and Arbitration Agreement ("Agreement") include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination or harassment, including, but not limited to, any federal or state civil rights laws, ordinances, regulations or orders, based on charges of discrimination or harassment on account of race, color, religion, sex, sexual orientation, age, citizenship, national origin, mental or physical disability, medical condition, genetic predisposition, marital status, pregnancy, veteran status or any other discrimination prohibited by such laws, ordinances, regulations or orders; claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedures shall culminate in an arbitration procedure different from this), and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, except claims for filing with the National Labor Relations Board and claims excluded in the following paragraph.

2. Claims Not Covered by the Agreement: Any Claims of less than \$10,000 that the parties can file in a Small Claims Court and any Claims that the parties may have for workers compensation, unemployment compensation benefits, or claims for injunctive relief are not covered by this Agreement. If either Company or the Employee has more than one claim against the other, one or more of which is not covered by this Agreement, such claims shall be determined separately in the appropriate forum for resolution of those claims. Nothing in this Agreement shall preclude the parties from agreeing to resolve claims other than Claims covered by this Agreement pursuant to the provisions of this Agreement.

3. Required Notice of Claims: All statutory Claims for or related to employment discrimination or harassment must first be filed with the California Department of Fair Employment and Housing, or an equivalent State employment anti-discrimination agency if so required by that State law, and/or the federal Equal Employment Opportunity Commission within the time limits set forth by applicable state and federal law, prior to being submitted to arbitration, or such claims are waived.

In all other claims, the employee or Company must make a written request for arbitration within the limitations period applicable to a claim under applicable federal or state law or the party has waived its right to raise that claim, in any forum, arising out of that issue or dispute.

4. Waiver of Jury Trial and Class Action: The parties agree that, by entering into this Agreement, both Company and Employee are each waiving the right to a trial by jury or to participate in a collective or class action. Moreover, Company and Employee are each foregoing and waiving any right to join or consolidate claims in arbitration with others or to make claims in arbitration as a representative or as a member of a class. The parties agree that the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of the provisions in this Agreement. If for any reason, the FAA is deemed inapplicable, only then will this Agreement be governed by the applicable state arbitration statutes.

5. Arbitration Procedure: Once either party determines that efforts at good faith negotiation have failed, either party may initiate arbitration proceedings by submitting to the American Arbitration Association ("AAA") a written demand for arbitration listing the name and contact information for both parties, along with a copy of this Agreement, and providing the other party a copy of the written demand.

The place of the arbitration shall be in the city where Employee last worked for Company. Company agrees to pay all fees and expenses charged or incurred in connection with the arbitration, except each party will bear its/his/her own attorney's fees and costs, unless Employee prevails in the arbitration, and in that case Company will pay for Employee's reasonable attorney's fees and costs incurred in connection with the arbitration. A neutral arbitrator will be selected and the arbitration will proceed according to the then existing Employment Arbitration Rules and Mediation Procedures of the AAA. (The current Employment Arbitration Rules and Mediation Procedures pertaining to arbitration is attached hereto.) The selected neutral arbitrator shall also determine the arbitrability of the Claim.

6. Severability: If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of this Agreement.

7. Voluntary Agreement: Both parties acknowledge that they have carefully read this Agreement, that they understand its terms, that all understandings and agreements between the parties relating to the subjects covered in this Agreement are contained in it, and that the parties have entered into this Agreement voluntarily and not in reliance on any promises or representations by Company.

Employee:



Signature of Employee

Devon Quaternik

Print Name of Employee

6/21/2016

Date

Company



Signature of Authorized Representative

C.O.O.

Title of Representative

11-20-15

Date

NON-DISCLOSURE AGREEMENT AND
COVENANT NOT TO COMPETE UNFAIRLY

THIS NON-DISCLOSURE AGREEMENT AND COVENANT NOT TO COMPETE UNFAIRLY (this "Agreement") effective as of (enter date) 6/21/2016 by and between Keyence Corporation of America, and any of its divisions, affiliates, subsidiaries, successors and assigns as presently constituted and as may be established in the future (the "Company") and Devon Quaternik, Company employee (the "Employee").

This Agreement supersedes and replaces any and all similar agreements or covenants entered into by the Employee in the past with the Company, except for any confidentiality or non-disclosure agreements that the Employee has separately entered into or may enter into in the future pertaining to specific customers, and this Agreement does not supersede or replace such customer agreements but merely supplement them.

IN CONSIDERATION OF the hiring or retention of the Employee by the Company and for the wages and other benefits provided to the Employee by the Company during the Employee's employment with the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Employee, the Employee hereby agrees with the Company as follows:

1. Non-Disclosure of Confidential Information

1.1. The Employee acknowledges that, in the course of his or her employment with the Company, the Company shall give the Employee access to certain confidential information (as defined below) relating to the Company and its customers and customers' affiliated companies, and permit him or her to work thereon and become familiar therewith to whatever extent the Company in its sole discretion determines. The term "Confidential Information" shall include, but shall not be limited to, the Company's and its customers' proprietary information, trade secrets, and other confidential business information relating to the following: products, pricing information, technical information, data, models, compilations, algorithms, object code, source code, analyses, formulae, techniques, personnel information, financial information, the Company's and its customers' research and development plans and activities, the Company's and its customers' manufacturing and production plans and activities, the Company's business and product plans and strategies, the identity, needs, and requirements of the Company's customers, the Company's pricing policies and price lists, operational and functional features and limitations of the Company's software, information subject to non-disclosure agreements with customers, and any other information that the Company notifies Employee is deemed Confidential by the Company. The foregoing shall be deemed "Confidential Information" regardless of whether tangible or intangible, or whether memorialized electronically, graphically, or in writing.

Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Employee can demonstrate with competent evidence: (i) is in the public domain at the time of disclosure or thereafter, other than through breach of this Agreement by the Employee; (ii) already was known to the Employee at the time of disclosure by the Employee; (iii) becomes known to the Employee from a source other than the Company without breach of this Agreement or, without breach of a duty owed by any other person to the Company; (iv) was or is independently developed by the Employee without use of or reference to the Confidential Information and without breach of this Agreement; or (v) that the Employee is required to disclose by law or pursuant to judicial or administrative order or subpoena.

1.2. The Employee agrees that without the prior written consent of the Company he or she shall not, during his or her employment with the Company or at any time thereafter divulge Confidential

Information to anyone who is not employed by the Company or expressly approved by the Company to access the Confidential Information or to use the Confidential Information for his or her own personal benefit that is unrelated to the business of the Company. The Employee shall not take unauthorized photographs or images of the Confidential Information of the Company or its customers or store any such Confidential Information on the Employee's or third party's personal devices, internet servers, Evernote, Cloud, etc. The Employee further agrees to take all reasonable precautions to protect from loss or disclosure all documents supplied to him or her by the Company and all documents, notebooks, materials and other data relating to any work, research and experiments conducted by him or her or others relating to the Confidential Information, and upon termination for whatever reason of his or her employment with the Company to deliver these documents, notebooks, materials and data forthwith to the Company.

- 1.3 The Employee agrees that, if he/she intentionally discloses any Confidential Information in breach of this Agreement, the damages to the Company will be difficult to determine. Therefore, if any such disclosure occurs, the Employee agrees to pay the Company \$100,000 to compensate the Company for damages caused by the breach, and the Employee agrees that such amount is a reasonable estimation of such damages. Payment of the above amount does not limit the Employee's liability for any damages caused by any other breach of this Agreement.

2. Covenant Not to Compete Unfairly

- 2.1 The Employee hereby covenants and agrees that he or she will not, directly or indirectly, for himself or herself, or on behalf of any other person or entity, do the following:

- 2.1.1 While employed by the Company or for 60 days after separation from the Company, cause or encourage anyone or any entity outside the Company to solicit any business from any current or prospective customers of the Company; provided, however, that Employee may refer machine integrators to Customers; or

- 2.1.2 While employed by the Company or for one year after separation from the Company, call upon any persons who are employees or consultants of the Company for the purpose of diverting or taking them away from their employment or consultancy with the Company; or

- 2.1.3 While employed by the Company, engage as an owner, manager, agent, consultant, director or employee in any business competitive with or similar to any business which is being conducted by the Company, or become a stockholder of such business unless the aggregate ownership is one (1%) percent or less of the capital stock regularly traded on a stock exchange or in the over-the-counter market. Entities listed in Exhibit 1 are known to be competitors of the Company as of the date of this Agreement; the list set forth in Exhibit 1 is not comprehensive, and, therefore, the absence of any particular entity from this list does not indicate that the particular entity is not a competitor of the Company; or

- 2.1.4 While employed by the Company or for three years after separation from the Company, disclose to anyone or any entity outside the Company the names or addresses of any current customers, or cause any such disclosure, as most customers' non-disclosure agreements prohibit such disclosure.

- 2.1.5 While employed by the Company or for one year after separation from the Company, request any current customers and clients to cancel or terminate any business relationship with the Company.

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3. Employee's Representation and Warranties

The Employee hereby represents and warrants to the Company that:

- 3.1 he or she is not a party to or in any way bound by any prior agreement whether with a prior employer or otherwise, which could in any way prohibit him or her from becoming or continuing as an employee of the Company or from carrying out his or her obligations under this Agreement, including specifically, but without limitation to, his or her obligations under Sections 1 and 2 of this Agreement; and
- 3.2 he or she will not disclose to any employee or representative of the Company any proprietary or confidential information of any former employer.

4. Remedy for Breach

The Employee acknowledges that the development or acquisition of such Confidential Information is the result of great effort and expense by the Company or its customers, that the Confidential Information is critical to the survival and success of the Company, and that the unauthorized disclosure or use of the Confidential Information would cause the Company irreparable harm. Despite any arbitration or mediation agreement with the Employee, the Employee agrees that the Company shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction to enforce the specific performance of this Agreement by the Employee and to enjoin the Employee from activities in violation of this Agreement without posting a bond and without the necessity of proving any damage to the Company in addition to seeking any damages from the breach of this Agreement..

5. Acknowledgment

The Employee specifically acknowledges that he or she has read, carefully considered, and understands this Agreement, that each of the terms and conditions of this Agreement are fair and reasonable, that he or she executes this Agreement voluntarily, and that this Agreement is not the product of fraud, duress or coercion. The Employee acknowledges that he or she has not executed this Agreement in reliance upon any promises, representations, warranties, or statements not incorporated by reference into the Agreement.

6. Entire Agreement: Modification and Non-Waiver

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to in this Agreement. This Agreement may be altered, amended or superseded only by an agreement in writing, signed by both parties or the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. No action or course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms and conditions of this Agreement, or of such terms and conditions on any other occasion.

7. Severability

The Employee and the Company hereby expressly agree that the provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any

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provision or covenant herein contained is invalid, or overly broad or unreasonable under applicable law, in whole or in part, the court is hereby requested and authorized by the parties hereto to revise said provision or covenant so as to provide the maximum benefit allowed by law to the Company and that the remaining provisions or covenant shall remain unchanged and enforceable.

8. Binding Effect: Benefit

This Agreement shall be binding upon the Employee, without regard to the duration of his or her employment by the Company or the reasons for the cessation of such employment, which cessation may be voluntary or involuntary, and which may be with or without cause. This Agreement shall also be binding upon the Employee's administrators, executors, heirs, and assigns, and shall inure to the benefit of the Company.

In the event this Agreement is executed by the Employee at a date following the first date of employment of the Employee by the Company, the Employee represents that he or she has complied with all of the terms herein during the period commencing upon his or her employment.

The above is hereby agreed and accepted:

Employee

Printed: Devon Quaternik
Signature: Dan J. Haskins

Keyence Corporation of America

Printed: Robert J. Hasler
Signature: Patyle
Title: Chief Operating Officer

Exhibit 1

Entities listed below in this Exhibit 1 are known to be competitors of the Company as of the date of this Agreement. The list set forth in this Exhibit 1 is not comprehensive, and therefore, the absence of any particular entity from this list does not indicate that said entity is not a competitor of the Company:

ACCUSORT	MTI
ACUITY	NIKON
ALIKONA	OLYMPUS
ALLEN BRADLEY	OMRON (STI)
AUTOMATION DIRECT	OPTEX
ANRITSU	OPTICON
BALLUFF	PEPPERL & FUCHS
BANNER	SCHMERSAL
BAUMER	SEEKA (TAKENAKA)
BETA LASERMIKE	SEIMENS
BRUKER	SELCOM (LMI, DYNAVISION)
COGNEX (DVT)	SICK
DALSA	SIKORA
DATALOGIC	SIMCO-ION
DOMINO	SMC PNEUMATICS
HIROX	SOLARTRON
HONEYWELL	SONY
HYDE PARK	SUNX
IMF (EFFECTOR)	SYMBOL TECHNOLOGIES
IPD	SYNRAD
LAP	TELEMECHANIQUE
LASERLINC	TELESIS
LEICA	TRUMPF
MARKEM	TURK
MATROX	UNITEK MIYACHI
MATSUSHITA (ARMOMAT, PANASONIC)	VIDEOJET
MECCO	VISOLUX
MEECH	WENGLOR
MICRO EPSILON	X-RITE
MICROSCAN	YAMATAKE
MITUTOYO	ZEISS
	ZUMBACH
	ZYGO
	*ANY DISTRIBUTORS OF COMPANIES LISTED ABOVE

The information set forth in this Exhibit 1 is agreed to and understood by:

Employee: D.J.Q.
(Please initial)

Company: R.J.H.
(Please initial)