

## CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS AND ARBITRATION AGREEMENT

This Confidential Information, Proprietary Rights and Arbitration Agreement is by and between Benchmark Electronics, Inc., a Texas corporation, on behalf of itself, its successors, assigns, subsidiaries, or affiliates (hereafter collectively called “**Benchmark**” or “**Company**”) and the Employee whose name and signature appear below (also referred to herein as “**I**”, “**me**” or “**my**”). In consideration of (i) my prospective or continued employment by Benchmark, (ii) my regular compensation as a Benchmark employee, (iii) disclosures of confidential information to me, (iv) any specialized training provided, and (v) other good and valuable consideration, the receipt and adequacy of which I hereby acknowledge, Benchmark and I hereby agree as follows:

### 1. CONFIDENTIAL INFORMATION.

**a. Acknowledgment and Definition.** I understand and acknowledge that during the course of my employment by Benchmark, I will have access to and learn about Confidential Information. “**Confidential Information**” includes all secret and proprietary documents, technical, business and financial information of Benchmark and its affiliates, businesses and existing and prospective customers, including customer lists and contact information, suppliers, investors and other associated third parties that have entrusted such information to Benchmark in confidence, including but not limited to all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: customer and client lists, supplier and vendor information and lists, pricing and financial information, sales and statistical data, marketing, costs and accounting information and records, agreements and terms of agreements, actual and potential transactions, negotiations, pending negotiations, business practices, processes, methods, research, operations, work-in-process, services, policies, manuals, records, systems, strategies, product plans, future development plans, techniques, know-how, software design, computer programs, inventions, innovations, experimental processes or results, designs, ideas, plans, drawings, trade secrets, proprietary information, construction, legal information, security procedures, passwords, passcodes, human resources information obtained from a confidential personnel file (such as internal evaluations of the performance, capability and potential of any employee of Benchmark). I further understand and acknowledge that this Confidential Information and Benchmark’s ability to reserve it for the exclusive knowledge and use of Benchmark is of great competitive importance and commercial value to Benchmark, and that improper use or disclosure of the Confidential Information by me will cause irreparable harm to Benchmark, for which remedies at law will not be adequate and that may also cause Benchmark to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties. I understand that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. I understand and agree that Confidential Information developed by me in the course of my employment by Benchmark shall be subject to the terms and conditions of this Agreement as if Benchmark had furnished the same Confidential Information to me. Confidential Information does not include information that is generally available to and known by the public, provided that such disclosure to the public is through no breach of this Agreement or a wrongful disclosure by another person with an obligation of confidentiality or where the information was rightfully in my possession or part of my general skill or knowledge prior to the first date of my employment or engagement by Benchmark and was not received from Benchmark.

**b. Disclosure and Use Restrictions.** I agree at all times, both during and after the termination of my employment with Benchmark for whatever reason: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of Benchmark not having a need to know and authority to know and use the Confidential Information in connection with Benchmark’s business), and not to anyone outside of the direct employ of Benchmark, *except* as required in the performance of my authorized employment duties to Benchmark *and then* only after the third party’s (with whom Confidential Information will be shared) execution of a confidentiality agreement consistent with Benchmark requirements; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of Benchmark, *except* as required in the performance of my authorized employment duties to Benchmark.

**i.** Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Except as otherwise provided by law, I shall provide written notice of any such order to an authorized officer of Benchmark within 24 hours of receiving such order where possible, but in any event sufficiently in advance of making any disclosure to permit Benchmark to contest the order or seek confidentiality protections, as determined in Benchmark’s sole discretion.

**ii.** Further, I understand that nothing in this Agreement, including the foregoing, prevents me from communicating with the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Labor, or any other governmental authority, including state agencies, making a report in good faith of possible

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violations of securities or other laws or regulations to a governmental authority, or cooperating with or participating in a legal proceeding relating to such violations.

iii. Additionally, I understand and agree that nothing in the Confidential Information definition encompasses (or places any restriction upon my discussions regarding) employee wages, employee benefits, payroll information and other terms and conditions of employment, nor does anything in this Agreement interfere with in any way, restrict or impede any right any employee may have to engage in activity protected by Section 7 of the National Labor Relations Act without fear of retaliation.

iv. All documents, magnetic media and other materials containing Confidential Information made or compiled by or made available to me during the course of employment, and all copies thereof, are and shall be the property of Benchmark and shall be delivered to Benchmark by me immediately upon the conclusion of my employment.

v. On the termination of my employment, I will not take with me any of Benchmark's material or otherwise retain any material previously taken containing Confidential Information or copies thereof of any kind without the written consent of an officer of Benchmark. I understand that all Benchmark property must be returned to Benchmark and must not be destroyed by me or anyone acting at my direction. Specifically, I understand that wiping electronic data belonging to Benchmark is not permitted *unless* expressly authorized in writing in advance by the Legal Department.

c. **Duration of Confidentiality Obligations.** I understand and acknowledge that my obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon my first having access to such Confidential Information (whether before or after I begin employment by Benchmark) and shall continue during and after my employment by Benchmark until such time as such Confidential Information has become public knowledge other than as a result of my breach of this Agreement or breach by those acting in concert with me or on my behalf.

## 2. PROPRIETARY RIGHTS.

a. **Work Product.** I acknowledge and agree that all Work Product and Intellectual Property Rights shall be the sole and exclusive property of Benchmark. "**Work Product**" refers to writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by me individually or jointly with others during the period of my employment by Benchmark (and within 1 year thereafter) and relating in any way to the business or contemplated business, research or development of Benchmark (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof, including, but not limited to, plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, manufacturing information, marketing information, advertising information, and sales information. "**Intellectual Property Rights**" refers to any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), mask works, patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof.

i. I acknowledge and agree to keep Benchmark fully and promptly informed of all Work Product that I may develop, improve or perfect during the period of my employment whether solely or jointly with others or whether during working hours or otherwise and for a period of one year thereafter.

b. **Work Made for Hire; Assignment.** I acknowledge that, by reason of being employed by Benchmark at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "**work made for hire**" as defined in the Copyright Act of 1976 (17 U.S.C. §101), and such copyrights are therefore owned by Benchmark. To the extent that the foregoing does not apply, I hereby irrevocably assign to Benchmark, for no additional consideration, my entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit Benchmark's rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that Benchmark would have had in the absence of this Agreement.

c. **Moral Rights.** To the extent any copyrights are assigned under this Agreement, I hereby irrevocably waive, to the extent permitted by applicable law, any and all claims I may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "**moral rights**" with respect to all Work Product and all Intellectual Property Rights therein.

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**d. Further Assurances; Power of Attorney.** During and after my employment, I agree to reasonably cooperate with Benchmark at Benchmark's expense to (i) apply for, obtain, perfect and transfer to Benchmark the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same, including, without limitation, executing and delivering to Benchmark any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by Benchmark. I hereby irrevocably grant Benchmark power of attorney to execute and deliver any such documents on my behalf in my name and to do all other lawfully permitted acts to transfer the Work Product to Benchmark and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if I do not promptly cooperate with Benchmark's request (without limiting the rights Benchmark shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

**e. Notice.** To the extent that I work in California and subject to its law, I acknowledge that I have been notified that the foregoing assignment shall not include inventions excluded under Cal. Lab. Code §2870 which provides: "(a) Any provision in an employment agreement that 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 concept or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer", and to the extent I work in and subject to the law of another state that provides a similar limitation on invention assignments then I am notified that the foregoing assignment shall not include inventions excluded under such law (e.g., , Minnesota Statutes 13A §181.78). To avoid future confusion or dispute, I have listed on Schedule A hereto a description of all inventions and other Intellectual Property, if any, developed or conceived by me in which I claim any ownership or other right (collectively, "**Excluded Inventions**"). It is understood and agreed that the attached list is a complete listing of all Excluded Inventions that are to be excluded from this Agreement as having been made prior to my employment or engagement by Benchmark. I understand that, by not listing an invention or other Intellectual Property, I am acknowledging that such invention or other Intellectual Property was not developed or conceived before my employment or engagement with Benchmark commenced. If no items are listed on Schedule A, I represent that I have no such inventions or materials at the time of signing this Agreement. Notwithstanding the foregoing, I shall not include or incorporate any elements from any patentable inventions or copyrightable materials listed on Schedule A into any Work Product and, to the extent that I do, I agree Benchmark shall be permitted to use such elements royalty and fee free in perpetuity without payment of any license or fee to me or to any third party and I hereby grant Benchmark a non-exclusive and worldwide license, with rights to sublicense through multiple levels of sublicensees, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale and exercise any and all present or future rights in such inventions.

**3. NO LICENSE.** I understand that this Agreement does not, and shall not be construed to, grant me any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to me by Benchmark.

**4. SECURITY AND ACCESS.** I agree and covenant (i) to comply with all Benchmark security policies and procedures as in force from time to time, including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Benchmark intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Benchmark facilities, IT resources and communication technologies ("**Facilities Information Technology and Access Resources**"); (ii) not to access or use any Facilities Information Technology and Access Resources except as authorized by Benchmark; and (iii) not to access or use any Facilities Information Technology and Access Resources in any manner after the termination of my employment with Benchmark, whether termination is voluntary or involuntary. I agree to notify Benchmark promptly in the event I learn of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities Information Technology and Access Resources or other Benchmark property or materials by others. I agree that I will maintain at my work station or in other places under my control only such Confidential Information that I have a current "need to know," and that I will return to the appropriate person or entity or location, or otherwise properly dispose of, all Confidential Information once my need to know no longer exists. I agree that I will not make copies of Confidential Information unless I have a legitimate need for such copies in connection with my work and in any event shall not retain any such copies once my need to know no longer exists. I expressly agree that my need to know shall no longer exist after my employment terminates.

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**5. EXIT OBLIGATIONS.** Upon (i) voluntary or involuntary termination of my employment or (ii) Benchmark's request at any time during my employment, I shall:

a. provide or return to Benchmark any and all Benchmark property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, passwords, network access devices, computers, cell or smartphones, equipment, manuals, reports, files, work product, e-mail messages, recordings, tapes, disks, thumb drives or other removable information storage devices, hard drives and data and all Benchmark documents and materials belonging to Benchmark and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in my possession or control, whether they were provided to me by Benchmark or any of its business associates or created by me in connection with my employment by Benchmark; and

b. after obtaining permission in advance in writing from Benchmark Corporate Legal delete or destroy all copies of any such documents and materials not returned to Benchmark that remain in my possession or control, including those stored on any non-Benchmark devices, networks, storage locations and media in my possession or control.

**6. PUBLICITY.** I hereby consent to any and all uses and displays, by Benchmark and its agents, of my name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the period of my employment by Benchmark, for all legitimate business purposes of Benchmark ("**Permitted Uses**"). I hereby forever release Benchmark and its directors, officers, employees and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of my employment by Benchmark, in connection with any Permitted Use. I understand and agree that all information generated, received, or maintained by or for me arising out of or in connection with my employment with Benchmark or using the equipment, software or systems of Benchmark (including but not limited to computer systems and electronic-mail or voicemail systems) is the property of Benchmark, and **I hereby waive any property or privacy rights that I may have with respect to such information. I understand that I shall have no expectation of privacy** with respect to information transmitted over, received by, or stored in any electronic communications device, server, computer, or other equipment or device owned, leased, or operated in whole or in part by or on behalf of Benchmark, whether intended to be business or personal.

**7. DUTY OF LOYALTY.** I agree that I owe Benchmark a fiduciary duty of loyalty, fidelity and allegiance to act at all times during my employment with Benchmark in the best interests of Benchmark and to do no improper act that would injure Benchmark's business, its interests or its reputation.

a. As part of my fiduciary duties to Benchmark, I agree that I shall not, directly or indirectly, become involved in a conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, I agree that I shall promptly disclose to an officer of Benchmark any facts that might involve any reasonable possibility of a conflict of interest.

b. During the Restricted Period, I agree that I will not solicit, contact or attempt to solicit or contact, any past, current or prospective customers of Benchmark with which I have had business-related contact or about which I have received Confidential Information during the last 2 years of my employment by Benchmark (or such shorter period of time as I may have been employed) for the purpose of selling contract engineering or design, contract manufacturing, precision machining and other competing products or services offered by Benchmark. "**Restricted Period**" means 1 year immediately following the termination of my employment (whatever the reason or cause), followed by an additional 1-year period (for a collective 2-year period). If I reside in California and am subject to its laws, I understand and agree that the foregoing restriction is limited to situations where I am using Benchmark's trade secrets (as defined by California law) in my solicitation efforts.

c. During the term of this Agreement, and the Restricted Period, I agree not to solicit, contact or attempt to induce any employee of Benchmark to terminate his or her employment, accept employment with anyone else, or to otherwise interfere with the employment relationship of Benchmark and its employees.

d. I acknowledge that nothing in the foregoing restrictions is intended to prohibit me from engaging in conduct that is authorized as part of my job duties for the Company and undertaken for the Company's benefit.

e. I agree that any breach or threatened breach of any of the provisions of this Paragraph 7 would cause irreparable injury to Benchmark for which it would have no adequate remedy at law and therefore the remedies outlined below are necessary and reasonable, including injunctive relief. Nothing herein shall be construed as prohibiting Benchmark from pursuing other remedies available to it for any such breach or threatened breach, including the recovery of damages or attorney's fees.

f. In the event that I leave the employ of the Company, I agree to advise the Company of the identity, address and phone number of my next employer and the scope and nature of activities involved in my new role. I hereby consent to the notification

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of my new employer of my rights and obligations under this Agreement and will not assert that the Company's doing so constitutes actionable interference.

**8. NO RESTRICTIONS.** Except as disclosed to Benchmark in writing, I am not a party to any other employment, noncompetition or other agreement or restriction that could interfere with my employment with Benchmark, and my employment with Benchmark and the performance of my duties with Benchmark will not breach the provisions of any contract, agreement or understanding to which I am a party. I agree not to disclose to Benchmark or to use for Benchmark's benefit any confidential, proprietary information or property of any third party that I do not have a legal right to disclose or use. I represent that my work as an employee of Benchmark will be my own original work and does not and will not use or incorporate or breach any agreement or obligation to keep in confidence or not use any proprietary information, confidential information, or trade secret information or knowledge or data acquired by me prior to my becoming an employee of Benchmark or otherwise, and I will not improperly use or incorporate or disclose to Benchmark, or induce Benchmark to use or incorporate or disclose, any confidential, proprietary or trade secret information or knowledge or data belonging to any previous employer or other person or entity. Without limiting the foregoing, I will not bring onto the premises of Benchmark or disclose or distribute any nonpublic documents or any property belonging to any former employer or any other person or entity to whom I have an obligation of confidentiality or nonuse unless consented to in writing by that former employer or other person or entity.

**9. REFORMATION AND SURVIVAL.** Should any restriction on me created by this Agreement be deemed unreasonable or unenforceable as written, then the Company and I recognize and agree that a court may (where permitted under applicable law) modify any unreasonable or unenforceable element of the restriction (such as time, geography, or scope of activity restrained) to make it reasonable and enforceable or enforce it only to the extent it is reasonable and enforceable; to the maximum amount allowed by law to protect the Company's legitimate business interests. I agree that if any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable and cannot be cured by reformation, this Agreement shall be interpreted as if such provision had never been contained herein.

**10. SUCCESSORS AND ASSIGNS.** Benchmark may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of Benchmark without the need for any further notice to or approval by me. I may not assign this Agreement or any part hereof. Any purported assignment by me shall be null and void from the initial date of the purported assignment.

**11. ACKNOWLEDGMENT.** I acknowledge and agree that the services to be rendered by me to Benchmark are of a special and unique character; that I will obtain knowledge and skill relevant to Benchmark's industry, methods of doing business and marketing strategies by virtue of my employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. I further acknowledge that the amount of my compensation reflects, in part, my obligations and Benchmark's rights under this Agreement; that I have no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that I will not be subject to undue hardship by reason of my full compliance with the terms and conditions of this Agreement or Benchmark's enforcement thereof; and that this Agreement is not a contract of continuing employment and shall not be construed as a commitment by either of the parties to continue an employment relationship for any certain period of time. I further acknowledge and agree that nothing in this Agreement shall be construed to in any way terminate, supersede, undermine or otherwise modify the "at-will" status of my employment relationship with Benchmark, pursuant to which either Benchmark or I may terminate the employment relationship at any time, with or without cause, and with or without notice. I have also read, understood and received a copy of the Benchmark Code of Conduct (the "*Code*"), updated from time to time at [www.bench.com](http://www.bench.com). I agree to comply with the Code in my everyday work activities and to observe the policies and procedures in the Code. I understand it is my responsibility to regularly review the Code and abide by it.

**12. REMEDIES.** I acknowledge that Benchmark's Confidential Information and Benchmark's ability to reserve it for the exclusive knowledge and use of Benchmark is of great competitive importance and commercial value to Benchmark, and that improper use or disclosure of Confidential Information by me will cause irreparable harm to Benchmark, for which remedies at law will not be adequate. In the event of a breach or threatened breach by me of any of the provisions of this Agreement, I hereby consent and agree that Benchmark shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. If I violate one of the post-

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employment restrictions in this Agreement on which there is a specific time limitation, the time period for that restriction will be extended by one day for each day I violate it, up to a maximum extension of 2 years.

**13. ARBITRATION PROVISION.** Except as otherwise provided in this Arbitration Provision, Benchmark and I agree that all (i) legal disputes and claims of any nature that I may have and/or that may arise against Benchmark and/or any subsidiaries or affiliates and/or their officers and employees, including all federal or state statutory, contractual, and common law claims (including all employment discrimination claims) arising from, concerning, or relating in any way to our employment relationship, (ii) all disputes and claims of any nature that Benchmark may have against me, and/or (iii) any dispute that exists or that may arise between us about the arbitrability of any claims or controversy arising out of or relating to my employment or this Agreement, will be resolved out of court. Nothing in this Arbitration Provision prevents Benchmark and me from agreeing to attempt resolution through mediation, but if there is no mediation or if mediation is unsuccessful, Benchmark and I will formally resolve the matter through final and binding arbitration as provided in this Arbitration Provision. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) (“*FAA*”) and is a transaction in commerce. To the extent the *FAA* is held not to apply to this agreement to arbitrate, the Arbitration Provision shall be governed by the state law of the state in which I worked for Benchmark.

**a. Covered Claims.** This Arbitration Provision covers all legally cognizable disputes, claims, or causes of action (collectively, “*claims*”) that otherwise could be brought in a federal, state or local court or agency under applicable federal, state or local laws, arising out of or relating to my employment with Benchmark or the termination thereof, including claims I may have or that may arise against Benchmark and/or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that Benchmark may have or that may arise against me. Except as otherwise provided in this Arbitration Provision, the claims covered by this Agreement include, but are not limited to, claims arising out of or relating to this Agreement, my application for employment, background checks, privacy, the employment relationship or the termination of that relationship (including post-termination defamation or retaliation), trade secrets, unfair competition, compensation, classification, wage and hour, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, retaliation, breach of any contract or covenant (express or implied), torts, discrimination or harassment (including, but not limited to, harassment or discrimination based on race, sex, gender, religion, national origin, age, marital status, medical condition, psychological condition, mental condition, disability, or sexual orientation and any other characteristic protected by federal or state law), violation of any federal, state, or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, and Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by Benchmark and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to my employment or the termination of employment.

**b. Claims Not Covered.** This Arbitration Provision does not apply to: any pending litigation between you and Benchmark as of the Effective Date; disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order; claims for workers’ compensation, state disability insurance or unemployment insurance benefits; prevent or excuse you (individually or in concert with others) or Benchmark from utilizing Benchmark’s existing internal procedures for resolution of complaints, and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures; claims that may be brought before and remedies awarded by an administrative agency if applicable law permits the agency to prosecute or adjudicate the claim notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act, including without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, the SEC, or the Office of Federal Contract Compliance Programs and any such state agency; administrative claims before any agency in order to fulfill the party’s obligation to exhaust administrative remedies before making a claim in arbitration.

**c. Waiver of Trial by Jury.** Benchmark and I understand and fully agree that by entering into this Arbitration Provision they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of a decision except as applicable law provides for judicial review of arbitration proceedings. Benchmark and I anticipate that by entering into this Agreement, we will gain the benefits of a speedy and less expensive dispute resolution procedure.

**d. Arbitration Procedure.** Unless otherwise agreed in writing by Benchmark and I, any arbitration proceeding will be held in the state and county of my employment. The arbitration will be conducted under the Employment Arbitration Rules of the American Arbitration Association (“*AAA Rules*”). The *AAA Rules* may be found at [www.adr.org](http://www.adr.org) or by asking the Company’s Human Resources Department for a copy of the rules. If for any reason the *AAA* will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be

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conducted for appointment of a neutral Arbitrator. The claim will be submitted to a single experienced, neutral employment arbitrator selected in accordance with the AAA Rules. The arbitrator shall have full authority to award or grant all remedies provided by law, but only to the same extent as would a court hearing the claim that is in arbitration. The arbitrator shall have full authority to permit adequate discovery. At the conclusion of the arbitration proceeding, the arbitrator shall issue a written, reasoned decision. The award of the arbitration shall be final and binding. A judgment upon the award may be entered and enforced by any court having jurisdiction. Each party shall pay the fees of their respective attorneys, the expenses of their witnesses, and any other expenses incurred by such party in connection with the arbitration, provided, however, that Benchmark shall pay for the fees of the arbitrator and the administrative and filing fees charged by the AAA, and further provided that if any party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the arbitrator may award attorneys' fees and costs to the prevailing party in accordance with applicable law.

**e. Confidentiality.** All information regarding the dispute or claim or mediation or arbitration proceedings, including the mediation settlement or arbitration award, will not be disclosed by myself or by Benchmark or any mediator or arbitrator to any third party without the written consent of myself and Benchmark or unless otherwise permitted or required by applicable law, as determined by the arbitrator.

**f. Class, Collective and Representative Action Waiver.** Both Benchmark and you agree to bring any dispute in arbitration on an individual basis only. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, or representative action, or as a member in any such class, collective, or representative proceeding, save for any such proceedings that may not be arbitrated by law ("**Class Action Waiver**"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If either Party initiates or joins a lawsuit or arbitration against the other party in violation of this waiver and a court or arbitrator deems the waiver to be unenforceable for any reason, then to the extent the waiver is invalidated, claims subject to the invalidated waiver shall no longer be subject to arbitration, but shall instead proceed in court, with all remaining claims remaining subject to arbitration. In that event, the arbitration claims shall proceed first with the court claims stayed until the resolution of the arbitrated claims. Specifically, representative claims under the Private Attorney's General Act ("**PAGA**"), if applicable, shall not be subject to arbitration and any such PAGA claims shall be stayed in court pending final resolution of the arbitration proceedings. The Class Action Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of others. In the event a court or arbitrator determines in a particular case that this Agreement is lacking an employee protection required by statute, court decision, or public policy, to avoid a finding that the Agreement is unconscionable, Benchmark shall be entitled at its discretion to offer the protection the court deems necessary to preserve the enforceability of this Agreement in that particular case. You will not be retaliated against, disciplined or threatened with discipline as a result of your exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum. However, Benchmark may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

**g. Opt Out.** You have thirty (30) days from the date of this Agreement to opt out of arbitration. If you opt out, then neither you or Benchmark will be bound by this Arbitration Provision. To opt out you must: (1) notify Benchmark in writing that you are opting out, (2) sign the writing (so we know it is from you); and (3) mail or have it delivered to Benchmark Electronics, Inc., 4141 N. Scottsdale Road, Suite 301, Scottsdale, AZ 85251, Attn: Corporate Legal, so that it is received no later than thirty (30) days after the date you received this Agreement. Such written notice may simply state "I wish to opt out of arbitration" or words to that effect. If no such notice is delivered before the thirty-day deadline then this agreement to arbitrate will become fully effective and binding upon the date of this Agreement. If you opt out, your decision to do so will not adversely affect your employment in any way.

**h. Equitable Relief.** A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief.

**i. Prior Arbitration Clause(s).** This Arbitration Provision replaces all prior agreements, if any, regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision as well as all other portions of this Agreement will be enforceable.

**14. GENERAL.** Unless specifically provided herein, this Agreement contains all the understandings and representations between Benchmark and me pertaining to the subject matter hereof and supersedes all prior and contemporaneous

**CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS  
AND ARBITRATION AGREEMENT**

understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may not be modified in any respect by any verbal statement, representation or agreement made by any employee, officer or representative of Benchmark or by any written agreement unless signed by me and an officer of Benchmark who is expressly authorized by Benchmark to execute such document. This Agreement shall survive any termination of my employment with Benchmark, at any time and for any reason and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, representatives, and assigns. Nothing in this Agreement shall eliminate, reduce, or otherwise remove any legal duties or obligations that I would otherwise have to the Company through common law or statute. A waiver of any provision hereof shall not affect any other provision.

IN WITNESS WHEREOF, I have executed this Agreement at \_\_\_\_\_, \_\_\_\_\_, on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, (the "*Effective Date*").

**EMPLOYEE:**

By:   
Signature

Jacob Knaup  
Printed Name

4190 W Allen Rd, Queen Creek, AZ 85142 4/11/18  
Address Date

**WITNESSED BY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title Date



**CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS  
AND ARBITRATION AGREEMENT**

**Schedule A**

**Excluded Inventions**

1. Except as set forth below, there are no Excluded Inventions that I wish to exclude from the operation of this Agreement (attach additional sheets if necessary):

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2. Due to prior confidentiality agreement(s), I cannot complete the above disclosure with respect to the Excluded Inventions generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe the following parties (attach additional sheets if necessary):

<u>Inventions or Improvements</u>	<u>Parties</u>	<u>Relationship</u>
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[Please note: Any blanks not filled in will be deemed to indicate "none"]