**Annex to Employment Agreement – Sales Commissions**

**Effective as of 27th December, 2020**

Where your employment agreement with the relevant Mobileye entity which employs you provides for the payment of commission (“**Commission**”), the following will apply:

1. Mobileye shall calculate the Commission on a quarterly basis (according to Intel accounting quarters, whereby quarters end on the last Saturday of each of the months of March, June, September, and December) for the previous calendar quarter (the **“Previous Quarter**”), according to the following equation:

$$Commission =Commissionable Revenues x Applicable Percentage(s)$$

Where:

$Commissionable Revenues = Net Revenues for Hardware + Net Revenues for Services –Refunds$

1. Definitions:
	1. “**Net Revenues** **for Hardware**” means revenues actually received by Mobileye, from a Relevant Customer, and recognized, in the Previous Quarter, for sales of aftermarket Mobileye hardware at Mobileye’s list price\*, based on USGAAP (and also on ‘cash collection’), less any credits, allowances, offsets, sales or value-added taxes, customs duties or levies, transportation or insurance charges, or other deductions in respect of those revenues.
	2. “**Net Revenues** **for Services**” means revenues received by Mobileye, from a Relevant Customer, and ratably recognized, in the Previous Quarter, for sales of aftermarket Mobileye services at Mobileye’s list price\*, based on USGAAP (and also on ‘cash collection’), less any credits, allowances, offsets, sales or value-added taxes, customs duties or levies, transportation or insurance charges, revenue shares, or other deductions in respect of those revenues.

But – where a particular Relevant Customer pays for services on a recurring basis (e.g. monthly, quarterly), only the revenues received from such Relevant Customer in respect of the first 24 months of Mobileye’s supply of services to that Relevant Customer, and ratably recognized in that period, will count toward the calculation of Net Revenues for Services. (E.g., if Mobileye agrees to make data available to a particular customer for 36 months in return for a monthly payment from that customer, then only the customer’s payments in respect of the first 24 months will count toward the revenue calculation.)

 *\*For sales of Mobileye hardware or services at prices other than Mobileye’s list price, Commission payable will be set on a case-by-case basis, and this Annex will not apply to such sales.*

* + 1. “**Relevant Customer**” means a customer assigned to you in writing by your manager. (Your manager may assign you a particular region, in which case any customer from that region is a “Relevant Customer”.) Mobileye may re-assign a customer or a region from a colleague to you, or vice versa.
	1. “**Refunds**” means any revenues received from a Relevant Customer that Mobileye, for whatever reason, refunded in the Previous Quarter (including by way of credit or set-off), even if the revenues were received before the Previous Quarter, and even if Mobileye has already paid Commission to you in respect of those revenues.
	2. “**Applicable Percentage(s)**” – means the percentage(s) set out in your individual commission structure attached hereto or agreed in writing elsewhere.
1. Your total Commission for a given calendar year may not exceed $500,000. (In the event that your employment began during the course of a calendar year, the above cap will be proportionate to your term of employment during that year; e.g. if your employment began on 1st July, then your total Commission for that year may not exceed $250,000.)
2. In the event that particular revenues are attributable to someone/s else in addition to you, the division of the Commission payable between you and that other person/those other persons will be set on a case-by-case basis.
3. Mobileye’s CRM system is the authority on (i) whether a customer/region has been assigned to you and (ii) whether sales have been made and revenues received in respect of them.
4. Where a sum in not in US dollars, it will be converted into US dollars according to Mobileye’s standard practice.
5. Mobileye will send you a report of Commission payable for a Previous Quarter during the first whole month of the current quarter and Mobileye will pay Commission in respect of a Previous Quarter with the salary for the first whole month of the current quarter (e.g. Commission for Q1 will be paid with the salary for April, the first whole month of Q2, i.e. in early May).
6. Upon termination of your employment, for whatever reason, you will be entitled to receive Commission in accordance with this Annex solely for Commissionable Revenues received and (ratably) recognized by Mobileye prior to the date of such termination.
7. You may not transfer the right to receive Commission from yourself to another Mobileye employee.
8. Mobileye will deduct from Commission whatever it is required to by law to deduct from payments to employees, such as income tax and national insurance.
9. Mobileye may revise this Annex periodically, but such revision will take effect only at the start of the next calendar quarter, and will thus apply only to revenues actually recognized as from that quarter.

**BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE READ THIS ANNEX CAREFULLY AND UNDERSTAND ITS TERMS.**

**Name: Signature: Date:**

**INDIVIDUAL COMMISSION STRUCTURE FOR Cindy Lu**

**Relevant Mobileye entity: Mobileye Automotive Products Service (Shanghai) Co., Ltd.**

1. Mobileye and you will agree quarterly targets for four quarters of given year (note: this is an ‘Intel’ accounting year, commencing on the last Sunday of a civil year and ending on the last Saturday of the next year, e.g. 28th December, 2020-25th December, 2021) around the beginning of that year.
2. Your annual target is the sum of your four quarterly targets for a given year.
3. Commission is calculated according to the table below:

|  |  |
| --- | --- |
| **Commssionable Revenues as Percentage of Quarterly Target (for Relevant Quarter)** | **Applicable Percentage** |
| 0%-20% | 0% |
| 21%-30% | 0.40% |
| 31%-40% | 0.80% |
| 41%-50% | 1.10% |
| 51%-60% | 1.40% |
| 61%-70% | 1.70% |
| 71%-80% | 1.80% |
| 81%-120% | 2% |
| 121%-130% | 2.50% |
| Above 131% | 3% |

*\*Commission payable subject to maximum, per paragraph ‎3 of Annex. Percentages are rounded up or down to nearest integer according to mathematical convention*

1. In addition:
2. If Commissionable Revenues reach 100% of your annual target (irrespective of your achievements in individual quarters), you will become eligible to an additional 1% commission; and
3. If applicable and subject to Mobileye’s specific confirmation in writing on a case-by-case basis, you will be eligible for an additional 0.5% commission on Commissionable Revenues attributable to (1) the team you lead and/or (2) the region for which you are responsible and/or (3) a multi-national customer for whose relationship with Mobileye you are generally responsible (from the first dollar) (not including Commissionable Revenues for which you already receive Commission under section ‎C above, i.e. Commission is not payable on the same Commissionable Revenues under more than one head). (For example, if you are responsible for region x, and the Commissionable Revenues for that region are 100, of which 70 are directly attrituable to you, then you will receive Commission on the 70 according to the above table, and you will receive 0.5% commission on the remaining 30.)

**BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND ITS TERMS.**

**Name: Signature: Date:**