**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:

Where:

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 \_\_\_\_\_\_\_\_**

**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 (for Relevant Quarter)** | **Applicable Percentage** |
| Sales in China (from the first dollar) | 1% |

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

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

**Name: Signature: Date:**

**劳动合同附件——销售佣金**

**2020 年 12 月 27 日起生效**

若您与作为您雇主的 Mobileye 相关实体之间的劳动合同规定支付佣金（“**佣金**”），则以下规定将适用：

1. Mobileye 应按季度（根据英特尔会计季度，其中 3 月、6 月、9 月和 12 月的最后一个星期六为季度结束之日）计算上一日历季度（“**上一季度**”）的佣金，计算公式如下：

其中：

1. 定义：
   1. “**硬件净收入**”是指根据美国会计准则（以及“回款”），Mobileye 在上一季度因按 Mobileye 的标价\*销售二级市场 Mobileye 硬件而从相关客户那里实际收到并确认的收入，减去与这些收入有关的任何赊销、津贴、抵消、销售税或增值税、关税或征收额、运输或保险费或其他扣减项。
   2. “**服务净收入**”是指根据美国会计准则（以及“回款”），Mobileye 在上一季度因按 Mobileye 的标价\*销售二级市场 Mobileye 服务而从相关客户那里实际收到并按比例确认的收入，减去与这些收入有关的任何赊销、津贴、抵消、销售税或增值税、关税或征收额、运输或保险费、收入分成或其他扣减项。

但是，若某相关客户以经常性的方式（如按月、按季）支付服务费用，则只有 Mobileye 向该相关客户提供服务的前 24 个月中从该相关客户处收到并在该服务期按比例确认的收入，才会计入服务净收入。（例如，若 Mobileye 同意向某一特定客户提供 36 个月的数据，以换取该客户按月付款，则只有该客户在前 24 个月的付款会计入收入）。

*\*对于以 Mobileye 标价以外的价格销售 Mobileye 硬件或服务，应付佣金将根据具体情况逐项确定，本附件将不适用于此类销售。*

* + 1. “**相关客户**”是指由您的经理以书面形式分配给您的客户。（您的经理可能会分配给您一个特定区域，在这种情况下，该区域的任何客户都属于“相关客户”。）Mobileye 可能从某同事手中将某一客户或某一区域重新分配给您，反之亦然。
  1. “**退款**”是指无论出于何种原因，Mobileye 在上一季度退还的从相关客户处收到的任何收入（包括通过赊销或抵消的方式），即使这些收入已在上一季度之前收到、即使 Mobileye 已经就这些收入向您支付了佣金。
  2. “**适用百分比**”——指本文件附件关于您的个人佣金结构中规定的百分比，或在其他地方书面同意的百分比。

1. 您在某一日历年的佣金总额不得超过 500,000 美元。（若您是在一个日历年的年中入职，则上述上限将根据您在本年度的工作期限按比例计算；例如，若您在 7 月 1 日入职，则您本年度的总佣金不得超过 250,000 美元。）
2. 若特定收入归属于您以及其他人，则您和此人之间的应付佣金分配将根据具体情况逐项确定。
3. 对于以下事项，以 Mobileye 的 CRM 系统为准：(i) 客户/地区是否已经分配给您；(ii) 是否发生了销售并收到了相应的收入。
4. 若金额不是以美元表示，则将根据 Mobileye 的惯例兑换成美元。
5. Mobileye 将在本季度的第一个整月向您发送上一季度的应付佣金报告，Mobileye 将在本季度第一个整月的工资中支付上一季度的佣金（例如，第一季度的佣金将在第二季度的第一个整月支付，即连同 5 月初支付的 4 月工资一起支付）。
6. 当离职时，无论出于何种原因，您即有权根据本附件的规定，仅就 Mobileye 在该离职日期之前收到并（按比例）确认的可提成收入收取佣金。
7. 您不得将自己收取佣金的权利转让给其他 Mobileye 员工。
8. Mobileye 将从佣金中扣除法律要求从员工薪资中扣除的任何费用，如所得税和国民保险。
9. Mobileye 可能会定期修订本附件，但此类修订仅会在下一日历季度开始时生效，因此仅适用于从该季度开始实际确认的收入。

**在下面签名，即表示您已仔细阅读本附件并理解其条款。**

**姓名： 签名： 日期：**

**\_\_\_\_\_\_\_\_\_\_\_\_ 的个人佣金结构**

**Mobileye 相关实体：无比视汽车产品服务（上海）有限公司**

1. Mobileye 与您将在给定年度（注：这是一个“英特尔”会计年度，从日历年度的最后一个星期日开始，到下一年度的最后一个星期六结束，例如：2020 年 12 月 28 日至 2021 年 12 月 25 日）的年初前后，就本年度的四个季度商定每季度的目标。
2. 您的年度目标是您在某一年的四个季度目标之和。
3. 佣金按下表计算：

|  |  |
| --- | --- |
| **可提成收入（相关季度）** | **适用百分比** |
| 在中国的销售额（从第一美元起） | 1% |

*\*根据本附件第3段的内容，应付佣金存在上限。百分比根据数学惯例四舍五入到最接近的整数*

**在下面签名，即表示您已仔细阅读本文件并理解其条款。**

**姓名： 签名： 日期：**