[DATE]

Dear [Name],

This Relocation Agreement between The Company [Inc./Ltd.], the (“**Company**”) represents the terms of your relocation to XXXX (the “**Destination** **Country**”) from [insert], your “**Home Country**” for the period [Date] to [Date], the “**Relocation Period**”.

In order for you to be eligible to receive the benefits of this Relocation Agreement, you must deliver to the Company (x) an offer letter countersigned by you, (y) a fully-executed Employee Confidential Information and Inventions Assignment Agreement and (z) this Relocation Agreement countersigned by you. Moreover, you understand and agree that the relocation benefits set forth in this Relocation Agreement will not be fully earned until you successfully complete the Relocation Period.

The Company agrees to cover the following costs and expenses associated with your relocation.

1. **Pre-Relocation Visit**. It is agreed that, prior to the Relocation Period, you and your spouse (if applicable) shall travel to the Destination Country for a period of one week (six nights) for the purposes of planning and making arrangements with respect to the Relocation Period and that in connection with that trip, the Company shall reimburse you for the cost of round-trip, economy class flight tickets for you and your spouse, if applicable, as well as the cost of hotel accommodations for up to six nights (up to $XXX per night). You will receive such reimbursement upon your submission of receipts substantiating such costs.
2. **Miscellaneous Expenses**. In connection with your relocation, you shall receive [$XX,XXX]. This amount is intended to assist with covering miscellaneous expenses incurred in connection with your relocation, including but not limited to meetings with a tax advisor in your Home Country, initial transportation and accommodation costs, shipment of your existing furniture to and from the Destination Country, purchase of new furniture in connection with your relocation, relocating pets, and/or realtor services for locating accommodation:
3. **Health Insurance**. The Company shall cover health insurance premium costs for you and your family (if applicable) during the Relocation Period. Health insurance coverage is global and includes medical, dental and vision.
4. **School Tuition Fees**. The Company shall cover school tuition fees not to exceed US $XX,XXX (China only, not in the US) per year per child against actual receipts; provided that you notify the Company in writing and obtain the Company’s prior written approval prior to paying any school tuition fees.

1. **Relocation Flights**. The Company shall cover Economy class flight tickets for you, your spouse, and your children for the relocation, your return to your Home Country at the end of the Relocation Period, and one annual trip to your Home Country which is not work-related.
2. **Destination Country Services**. The Company shall make available to you (through a third party) reasonable assistance in finding accommodations and schools and other applicable destination country services (as may reasonably be required, such as opening a bank account, getting a driver’s license).
3. **Repatriation.** The Company shall provide reasonable assistance for you and your spouse and/or immediate family (as applicable), to return to your Home Country at the end of the Relocation Period.
4. **Vacation - Additional Relocation Days**. Upon arriving at the Destination Country and upon returning to your Home Country after the Relocation Period, you shall be entitled to an additional 5 vacation days (i.e., a total of 10 days).
5. **Employment Agreement and/or Offer Letter**. As part of your relocation, your will be employed by XXXXXX . As such, your employment shall be governed by an agreement that is customary for employment with companies based in the Destination Country and will include:

* 1. Salary: XXX
  2. Bonus: XXX
  3. Commission: XXX
  4. Vacation Days: 18 days per year or such higher amount required under Destination Country law.
  5. Other benefits shall be provided in accordance with Company policy subject to applicable law.

Taxes; Gross Up. The relocation benefits (i.e., excluding salary, bonus, commission, equity) provided hereunder may be treated as taxable income to you subject to applicable withholding. In such case, you shall be entitled to payment of an additional amount such that after payment by you of all of your applicable taxes, you will retain an amount equal to the gross amount. Any determination required under this subsection shall be made in writing in good faith by the Company. The Company shall bear all costs the Accountant may reasonably incur in connection with any calculations contemplated by this subsection.

Failure to Relocate; Resignation; Termination for Cause. You agree that, if you either (a) fail to relocate to the Destination Country, or (b) your employment is terminated by the Company for Cause (as defined below) during the Relocation Period, you will repay to the Company the full amount of relocation costs and expenses paid by the Company on your behalf, as well as any associated taxes the Company paid on your behalf.  In the case your employment is terminated for Cause, you shall repay such amounts within 90 days following your last day of employment.  You further agree that if you resign from your employment with the Company for any reason during the Relocation Period, you agree to repay the Company, within 90 days following your last day of employment, the prorated portion of the full amount of all relocation costs and expenses paid by the Company on your behalf, as well as the associated taxes the Company paid on your behalf. For each full month of employment with the Company, the amount of relocation costs and expenses required to be repaid to the Company (including the associated taxes the Company paid on your behalf) shall be reduced pro rata based on the length of the Relocation Period. “Cause” will be as defined in the Company’s  Equity Incentive Plan.

Governing Law and Venue. This Relocation Agreement shall be governed by and construed in accordance with the laws of the state of [New York/Israel], without regard to any conflicts of laws principles thereof.  Any action to enforce or interpret this agreement shall be brought in a court of competent jurisdiction in [New York, Tel Aviv, Israel].

Miscellaneous. This Relocation Agreement is not intended to constitute an employment contract or an offer of an employment contract, express or implied, nor is this Relocation Agreement intended, and in fact does not, create any legally binding rights to continuing employment.

I understand and accept the terms of this Relocation Agreement.

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[Name]

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Date