



MediaTek USA Inc.
2840 Junction Ave
San Jose, CA 95134, USA
Tel +1 408 526 1899
Fax +1 408 526 1990
www.mediatek.com

October 17, 2022

Chung-Shu (Jonathan) Chen
San Diego, CA

Dear Jonathan,

On behalf of MediaTek USA Inc. (the "Company"), I am pleased to extend to you an offer of employment for the position of **Senior Staff Engineer**, reporting to Eddie Tsao, and located at our San Diego office. The details of your offer are as follows:

Start Date:

We would like you to start on or before December 19, 2022. Your new employee orientation will occur on your first day of employment. Please be expected to receive further details regarding your onboarding and orientation the week prior to your start date. If you have questions regarding the onboarding process, please contact Alyssa Gaw in Human Resources at Alyssa.Gaw@MediaTek.com.

Base Salary:

You will be paid a semi-monthly Base Salary of **USD\$8,750**, equivalent to **USD\$210,000** per year. The Base Salary will be subject to the Company's annual review and may be adjusted at the Company's discretion. The Base Salary will be paid in accordance with the Company's normal payroll procedures.

Sign-On Bonus:

You shall receive a sign-on bonus in the amount of **USD\$30,000** due and payable on the first payroll pay-date following your on-board date. If at any time prior to the first-year anniversary of your on-board date your employment is terminated by either you or the Company for any reason, you shall be required to return to the Company, within five (5) calendar days of your employment termination date, a pro-rated amount of the sign-on bonus equal to the gross amount of the sign-on bonus multiplied by the number of calendar days from your termination date until the first anniversary of your on-board date divided by 365.

Relocation Bonus:

You shall be entitled to a relocation bonus in the amount of **USD\$35,000**, subject to the terms and conditions below, if and when you permanently relocate your primary residence to the San Diego Area for purposes of working full-time from the Company's San Diego, CA office. The bonus shall be paid on the first regular payroll payday following such relocation. The Company's obligation to pay the bonus shall be subject to you providing documentation reasonably requested by the Company evidencing such permanent relocation. The Company's obligation to pay the bonus shall be subject to you providing documentation reasonably requested by the Company evidencing such permanent relocation. If your employment with the Company should end, voluntarily or involuntarily, for any reason in the first one hundred eighty (180) days after your start date, you shall repay the Company one hundred percent (100%) of the full, gross amount of the lump sum payment.


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Should your employment with the Company end, voluntarily or involuntarily, for any reason more than one hundred eighty (180) days and prior to one year from your start date, you shall repay the Company fifty percent (50%) of the full, gross amount of the lump sum payment. Any repayment owed by your hereunder shall be due and payable within ten (10) days of your termination date.

Retention Bonus:

You will be eligible to receive a Retention Bonus of up to a maximum of **USD\$420,000**, payable in eight (8) installments as set forth below. Each installment payment shall vest on the date you receive such payment. In order to receive such payment, you must, as of the date of such payment (i) have received a "meets some expectations" (I-minus rating) or higher on your most recent annual performance review (including any adjustment to such rating as part of your mid-year performance review), (ii) not be subject to an ongoing Performance Improvement Plan under the Company's Performance Management and Development Policy, and (iii) remain employed by the Company. If your employment is terminated by either you or the Company for any reason, your right to receive any unvested installments shall terminate immediately and without further notice upon such termination date. You shall not be entitled to receive a pro-rata amount of any unvested installments upon any such termination. The Retention Bonus will be subject to the Company's annual review and may be adjusted at the Company's discretion.

The Retention Bonus shall be paid in eight (8) equal installments of **\$52,500** on the first regular payroll pay date following the dates set forth below:

- (i) The 6-month anniversary of your start date;
- (ii) The 12-month anniversary of your start date;
- (iii) The 18-month anniversary of your start date;
- (iv) The 24-month anniversary of your start date;
- (v) The 30-month anniversary of your start date;
- (vi) The 36-month anniversary of your start date;
- (vii) The 42-month anniversary of your start date; and
- (viii) The 48-month anniversary of your start date.

Performance Bonus:

You will be eligible for a semi-annual Performance Bonus, subject to a number of factors, including the achievement, by you and by the Company, of performance goals and objectives to be determined annually by the Company. Performance Bonuses shall be paid, if at all, in cash. The decision to pay a Performance Bonus, if any, and the amount thereof, will be made in the sole discretion of the Company's Board of Directors (or a duly appointed committee thereof). A Performance Bonus, if any, will be determined following the completion of the Company's financial statements for the applicable bonus period, and shall be paid as soon as practicable following such date. You must remain employed by the Company through the date on which a Performance Bonus is calculated and paid in order to be entitled to payment of such Performance Bonus. You will not be entitled to a pro-rata portion of any Performance Bonus should your employment end for any reason prior to such date. The Company reserves the right to modify or discontinue the Performance Bonus plan at any time without notice.

Taxes:

All compensation payable to you hereunder shall be subject to withholding of all applicable taxes, domestic and foreign, and other amounts which the Company is required to withhold pursuant to any applicable federal, state, local or foreign law, ordinance, regulation, writ, order, or judgment.



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Benefit Programs:

As a full time employee of the Company, you will be eligible for the employee benefit package generally available to U.S.-based employees of the Company.

Company Practices and Policies:

As a condition of your employment, you must sign (on or before your start date) and comply with the Company's standard Employee Proprietary Information and Inventions Agreement. You must also comply with all applicable policies and procedures in the Company's employee handbook and as may otherwise be posted from time to time.

Working Eligibility and Immigration:

U.S. Federal Immigration Law requires that all employers verify each employee's eligibility to work in the United States, including U.S. citizens. Notwithstanding anything to the contrary herein, your employment offer is contingent upon our ability to validate satisfactory proof of your identity and authorization to work in the United States. No employment may begin without such proof. You must complete the employee portion of Form I-9 and provide the Company with appropriate documentary evidence of your identity and eligibility to work in the U.S.

Background Check:

Without limiting any other contingencies set forth herein, your employment offer is also contingent on the Company's positive assessment of a criminal background check, along with a check of your references and confirmation of your past employment history. Any such background check and subsequent assessment will be performed in accordance with applicable federal, state, and local law. The Company will not make any employment decision on the basis of your background check without following the procedures set forth by applicable law. Prior to obtaining any background check, the Company will ensure you are provided you with applicable disclosures and request your authorization. More information on the background check and related procedures will be provided to you via separate documentation.

Compliance with Laws:

This offer and, should you accept this offer, your continued employment, shall be conditioned upon compliance with applicable laws, including, without limitation, all applicable laws pertaining to export control. To the extent a license is required in order for you to perform the services for which you are being hired (as such services may change from time to time at the Company's discretion), your employment shall be subject to the Company obtaining such a license at its discretion.

Employment At-Will:

As the Company is the company for which you will perform service, we will retain the right to control and direct your work, its results, and the manner and means by which your work is accomplished. The Company is an "at will" employer. Accordingly, your employment is for no specified period of time and you are free to resign at any time, for any reason or for no reason at all. Similarly, the Company is free to terminate its employment relationship with you at any time, with or without cause, and with or without advance notice. In addition, this position will be subject to a 90-day evaluation period of employment. During this time, you are given the opportunity to learn about your new job and management is given the opportunity to evaluate your job performance. By the end of the evaluation period, your supervisor will prepare a written evaluation of your performance for review with you.

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This letter, along with the Employee Proprietary Information and Inventions Agreement, sets forth the entire agreement between you and the Company with regard to your employment with the Company and supersedes any prior representations or agreements about this matter, whether written or verbal. This letter may not be modified or amended except by a written agreement signed by an authorized officer of the Company.

Jonathan, we look forward to having you join MediaTek USA Inc. and the opportunity to work with you. Please indicate your acceptance of this offer of employment by signing and sending a copy to us by **5:00 PM on October 24, 2022** after which time this offer will expire. Please feel free to contact Nicole Lin at Nicole.Lin@Mediatek.com if you have any questions.

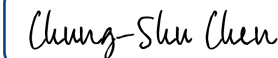
Congratulations! On behalf of all our team members, let me extend a sincere Welcome Aboard!

Very truly yours,



Kou-Hung Loh
President
MediaTek USA Inc.

Accepted and agreed:



10/19/2022

02/10/2023

Name

Date

Anticipated Start Date

Enclosures:

1. Proprietary Information and Inventions Assignment Agreement