



Personal Employment Agreement

This Personal Employment Agreement (this "**Agreement**") is made and entered into as of the Effective Date, as set forth in the table below, by and between **Align Technology Ltd.**, registration # 512020934 a company incorporated under the laws of Israel, having its principal office at 3 Ariel Sharon st. Or Yehuda Israel (the "**Company**") and Sharon Cohen whose details are as set forth below (the "**Employee**").

Personal Information

Employee (name)	Sharon Cohen
Israeli ID Number	208563463

Address

Address	Moshe Hassid 5 5620202 Yehud Israel
Mobile	+972 54 6740683
Email	sharonc49510@gmail.com

Principal Terms of Employment

Effective Date:	December 14, 2020
End Date:	June 14, 2021
Position:	Integration Student
Level:	Intern
Gross Hourly Wage:	ILS ₪75.00/Hourly
Pension:	Pursuant to the Expansion Order for Mandatory Pension Payments to Employees in the Workplace
Vacation Days:	Pursuant to applicable law
Maximum Accumulated Vacation Days	Up to [1.5x] annual vacation entitlement
Transportation Fee:	In accordance with applicable law
Advance Written	Pursuant to applicable law

Notice Period of
Termination:

Direct Supervisor	System Integration Team Lead
Background Check	This Agreement is contingent upon passing Align Technology, Inc.'s background and professional reference checking process.

General Terms of Employment

1. Appointment; the Position

1.1. The Company hereby appoints the Employee to the Position and, in such capacity, he shall be subject to the direction and control of the Direct Supervisor.

1.2. The Employee shall perform his duties hereunder at the Company's facilities in Israel.

1.3. The Employee's duties and responsibilities hereunder may also include other services performed for subsidiaries and affiliates of the Company

1.4. During the course of his employment with the Company, the Employee shall honestly, diligently, skillfully and faithfully serve the Company. The Employee undertakes to devote all his efforts and the best of his qualifications and skills during working hours to promoting the business and affairs of the Company, and further undertakes to loyally and fully comply with the decisions of the Board of Directors. The Employee shall at all times act in a manner suitable of his position and status in the Company. The Employee undertakes to promptly notify the Company regarding any matter or subject in respect of which he has a personal interest and/or which might create a conflict of interest with his position in the Company.

2. Hourly Work

2.1. During the term of this Agreement and unless and until otherwise agreed, Employee shall be employed on an hourly basis according to a schedule that will be coordinated with the Direct Supervisor from time to time, in the event the Employee will work more than 9 hours per day or more than 42 hours per week, and subject to a prior approval of the Company for such work, the Employee will be entitled to overtime payment in accordance with applicable law, provided that such overtime work was approved by the Direct Supervisor in advance.

2.2. Regular work week is Sunday to Thursday. Saturday is Employee's day of rest.

2.3. Employee will work 27.00 hours a week.

3. Term and Termination

3.1. This Agreement shall commence as of the Effective Date, and shall continue unless otherwise terminated in accordance with the provisions hereof.

3.2. Notwithstanding the aforesaid, the Company shall have the right to terminate this Agreement on the death of Employee or at any time for any Justifiable Cause (as hereinafter defined) as determined by the Board of Directors. In such event, this Agreement and the employment relationship shall be deemed effectively terminated as of the time of delivery of such notice.

The term "**Justifiable Cause**" shall mean (a) a serious breach of trust including but not limited to theft, embezzlement, self-dealing, prohibited disclosure to unauthorized persons or entities of confidential or proprietary information of or relating to the Company and the engaging by Employee in any prohibited business competitive to the business of the Company and its subsidiaries, affiliates or associated companies; or (b) any willful failure to perform competently any of Employee's functions or duties hereunder; or (c) any other circumstances under which severance pay may be denied from the Employee upon termination of employment under applicable law.

3.3. Each party to this Agreement may terminate this Agreement and the employment relationship hereunder, at his discretion and at any time, by giving the other party prior written notice as set forth in the Principal Terms of Employment Table (the "**Table**").

3.4. During the period following notice of termination by the Company, the Employee shall cooperate with the Company and use his best efforts to assist the integration into the Company's organization of the person or persons who will assume the Employee's responsibilities. In any event of the termination of this Agreement, the Employee shall immediately return all Company property, equipment, materials and documents. At the option of the Company, the Employee shall during such period either continue with his duties or remain absent from the premises of the Company. Under no circumstances will the Employee have a lien over any property provided by or belonging to the Company.

3.5. Notwithstanding anything contained herein to the contrary notwithstanding, the Company at its sole discretion shall have the right to terminate the employment relationship with immediate effect or prior to the end of the notice period set forth above and pay the Employee in lieu of advance notice or the remainder thereof in accordance with applicable law.

4. Proprietary Information

The Employee has executed and agrees to be bound by the provisions of the "Align Technology, Inc. Employee Proprietary Information Agreement – Israel" attached to this Agreement, which are incorporated herein by reference and will survive termination of this Agreement for any reason.

5. Employee Representations

The Employee hereby represents and undertakes to the Company all of the following:

5.1. All information supplied on the Employee's employment application or resume is true and complete.

5.2. There are no other undertakings or agreements, including to former employers, preventing the Employee from making the commitments described herein and performing his obligations under this Agreement.

5.3. In carrying out the Employee's duties under this agreement, the Employee shall not make any representations or make any commitments on behalf of the Company, except as expressly authorized to do so.

5.4. The use of the Company's devices and equipment, including computers, e-mail accounts, phones, and so on, is intended for professional use and for executing the Employee's duties in the Company, and reasonable personal use of such devices. The Company hereby notifies the Employee that it uses its right, subject to the Israeli law, to conduct inspections within the Company's offices and on the Company's equipment, including computers, cellular phones, and other devices, including and without derogating, inspections of electronic mail transmissions, internet usage and inspections of their content, inspections of phone usage and cellular company's bills and reports. For the avoidance of any doubt, it is hereby clarified that any such examination's findings shall be the Company's sole property, and is presented by the Company to third parties. The Employee is deemed to have consented to any reasonable use, transfer and disclosure of all messages and data contained or sent via the Company's computer and communications systems, including electronic mail. The Employee shall fully comply with the Company's policies regarding computer and network, as may be in effect from time to time. Company will have the right to limit Employee's access to any resource at its sole discretion.

5.5. Without derogating from the above and in addition, the Employee acknowledge and agree that the Company is entitled to conduct inspections within the Company's offices and on the Company's computers, including inspections of electronic mail transmissions, internet usage and inspections of their content. For the avoidance of any doubt, it is hereby clarified that any such examination's findings shall be the Company's sole property. The Employee acknowledge and agree that any messages and data sent from, received by, or stored in or upon the Company's computers and communications systems are the sole property of the Company, regardless of the form and/or content of these messages and data. The Employee should not consider messages and data sent from, received by, or stored in or upon the Company's computer and communications systems to be private and should not send, receive, or store sensitive personal or private information using these systems. The Employee is deemed to have consented to any reasonable use, transfer and disclosure of all messages and data contained or sent via the Company's computer and communications systems, including electronic mail. The Employee shall fully comply with the Company's policies regarding computer and electronic network use, as may be in effect from time to time.

5.6. The Employee grants consent to the Company and its affiliates, and its/their employees, wherever they may be located, to utilize and process the Employee's personal information, including data collected by the Company for purposes related to the Employee's employment. This may include transfer of the Employee's personnel records outside of Israel and further transfers thereafter. All personnel records are considered confidential and access will be limited and restricted to individuals with need to know or process that information for purposes relating to your employment only, such as management teams and human resource personnel. The Company may share personnel records as needed solely for such purposes with third parties assisting human resources administration.

6. Wages

6.1. The Company agrees to pay or cause to be paid to the Employee during the term of this Agreement the gross hourly wage set forth in the Table (the "**Hourly Wage**"). The aggregate number of work hours actually performed by the Employee in a calendar month multiplied by the Hourly Wage shall constitute the "Salary" for such calendar month for the purpose of this Agreement.

6.2. The Salary shall be payable monthly in arrears, no later than the 9th day of each month, after deduction of any and all taxes and charges applicable to Employee as may be in effect or which may hereafter be enacted or required by law. The Employee shall notify the Company of any change which may affect Employee's tax liability. The Company shall pay the Employee transportation expenses in accordance with applicable law..

6.3. The Employee shall be entitled to be reimbursed for all normal, usual and necessary actual business expenses arising out of travel, lodging, meals and entertainment whether in Israel or abroad, in accordance with Company policy in effect from time to time.

7. Benefits

7.1. Pension Arrangement. The Company shall maintain and contribute to a pension insurance arrangement in accordance with the requirements of the expansion order dated January 2008 (Mandatory Pension Payments to Employees in the Workplace).

7.2. Accordingly, the Company will allocate to a managers' insurance policy or a pension fund or a combination of both, (individually and collectively in this clause referred to as the "**Policy**"), an amount equal to 6 of the Salary up to the ceiling set in the above expansion order which shall be allocated to a fund for severance pay, and an additional amount equal to 6.5% of the Salary up to the ceiling set in the above expansion order which shall be allocated to a provident fund including disability insurance and life/survivors insurance.

7.2.1. In case the Employee will choose a managers' insurance policy (and not a pension fund), and if, due to his personal reasons, an allocation of 1.5% (from the above 6.5% allocated to the pension savings component) shall not be sufficient for disability insurance to insure the Employee for up to 75% of the Salary up to the ceiling set in the above expansion order, the Company shall contribute an additional allocation that shall be no more than 1.5% of the Salary up to the ceiling set in the above expansion order. In such case, the disability cost will not exceed 2.5% of the Salary, so that Company's provident contributions shall be no less than 5%, and together- no more than 7.5%.

7.2.2. In addition, the Company will deduct from the Salary an amount equal to 6% of the Salary up to the ceiling set in the above expansion order, which shall constitute Employee's contribution to the provident fund.

7.3. If the Employee will not notify the company of his choice of a pension fund or managers insurance policy within 30 days of the Commencement Date, the Company will ensure Employee in a default Policy and the Employee will not have any claim about it.

7.4. Company's allocations to the Policy as set above will be made: after completion of 6 months of employment, or after completion of 3 months of employment and retroactive to the Commencement Date if the Employee will provide confirmation that he was insured in a pension insurance immediately before his employment by the Company.

7.5. The Company shall pay the Salary of the Employee, including insurance, social benefits and any other benefits granted under this Agreement, during the period of the Employee's military reserve service. National Insurance Institute transfers in connection with such military reserve duty shall be retained by the Company.

7.6. The Employee shall be entitled to the number of annual vacation days per year, as set forth in the Table, which shall accrue on a monthly basis. The dates of vacation will be coordinated between the Employee and the Company. Subject to the provision of due and reasonable prior notice, the Company may require the Employee to take vacation leave in accordance with applicable law and/or on certain Company-designated vacation periods. The Employee must take at least 7 consecutive vacation days per calendar year and may accumulate unused vacation days up to the number of vacation days specified in the Table, and any additional vacation days that accrue shall be forfeited, subject to applicable law. The Employee will not be entitled to redemption of accumulated and unused vacation days, except in the event of termination of employment and in accordance with applicable law.

7.7. Employee shall be entitled to sick leave and Recreation Pay according to applicable law.

8. Additional Benefits

The Company may make bonus payments to the Employee from time to time at its sole and absolute discretion. To avoid doubt, no disbursements shall be made to social benefit funds with respect to any bonus payments, and bonus payments shall not be deemed a portion of the Employee's Salary for any purpose, including without limitation, when calculating the Employee's entitlement to severance pay or other amounts payable upon termination of the Employee's employment, unless otherwise required by applicable law.

9. Notice; Addresses

The addresses of the parties for purposes of this Agreement shall be as set forth above, or any other address which shall be provided by due notice.

10. Prevention of Sexual Harassment

10.1. The Company sees violations of the Law for Prevention of Sexual Harassment (in this Section 7, the "**Law**") in a severe light. The Employee acknowledges being informed of the Company's policy regarding sexual harassment, including the existence of Company guidelines for the prevention of sexual harassment that may be received at any time from the employee in charge of enforcing the Law in the Company.

11. Miscellaneous

11.1. The provisions of this Agreement are in lieu of the provisions of any collective bargaining agreement, and therefore, no collective bargaining agreement shall apply with respect to the relationship between the parties hereto (subject to the

applicable provisions of law).

11.2. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.

11.3. This Agreement is the only agreement between the parties on the subject matter of the Agreement and supersedes and replaces all other agreements, whether written or oral, between the parties, concerning the subject matter of this Agreement.

11.4. For the purpose of Sections 4 to 6 of this Agreement, the term "Company" shall mean the Company as defined above, the Parent Company and/or any affiliate of the Parent Company, as applicable.

11.5. This Agreement and its annexes and exhibits constitute notice to the Employee pursuant to the Notice to Employee (Employment Terms) Law – 2002.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The parties agree that this offer letter may be electronically signed by selecting "Accept" and that the electronic signature is deemed the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.



Align Technology Ltd.

Ravit Barak

Director, HRBP Israel

Exhibit A

to employment agreement between

ID# 208563463 (the "Employee") and LTD (the "Company")

GENERAL APPROVAL REGARDING PAYMENTS BY EMPLOYERS TO A PENSION FUND AND INSURANCE FUND IN LIEU OF SEVERANCE PAY

אישור כללי (נוסח משולב) בדבר תשלומי מעבידים לקרן פנסיה ולקופת ביטוח במקום פיצויי פיטורים לפי חוק פיצויי פיטורים, התשכ"ג - 1963

By virtue of my power under section 14 of the Severance Pay Law, 5723-1963 (hereinafter: the "**Law**"), I certify that payments made by an employer commencing from the date of publication of this approval for his- employee to a comprehensive pension benefit fund that is not an insurance fund within the meaning thereof in the Income Tax Rules for the Approval and Conduct of Benefit Funds) Regulations, 5724-1964 (hereinafter: the "**Pension Fund**") or to a managers insurance including the possibility to receive annuity payment under an insurance fund as aforesaid (hereinafter: the "**Insurance Fund**"), including payments made by the employer by a combination of payments to a Pension Fund and an Insurance Fund (hereinafter: "**Employer's Payments**"), shall be made in lieu of the severance pay due to the said employee in respect of the salary from which the said payments were made and for the period they were paid (hereinafter: the "**Exempt Salary**"), provided that all the following conditions are fulfilled:

בתוקף סמכותי לפי סעיף 14 לחוק פיצויי פיטורים, התשכ"ג - 1963 [1] (להלן - החוק), אני מאשר כי תשלומים ששילם מעביד החל ביום פרסומו של אישור זה, בעד עובדו לפנסיה מקיפה בקופת גמל לקיצבה within the meaning thereof in the Income Tax Rules for the Approval and Conduct of Benefit Funds) Regulations, 5724-1964 (להלן - התשכ"ד - 1964 [2] (להלן - קרן פנסיה), או לביטוח מנהלים אפשרות לקיצבה או שילוב של תשלומים לתכנית לקיצבה ולתוכנית שאינה לקיצבה בקופת ביטוח כאמור (להלן - קופת ביטוח), לרבות תשלומים ששילם תוך שילוב של תשלומים לקרן פנסיה ולקופת ביטוח, בין אם ישנה בקופת הביטוח תכנית לקיצבה ובין אם לאו ("**Employer's Payments**"), יבואו במקום פיצויי הפיטורים המגיעים לעובד האמור בגין השכר שחמנו שולמו התשלומים האמורים ולתקופה ששולמו (להלן - השכר המופטר), ובלבד שנתקיימו כל אלה:

(1) The Employer's Payments –

- (a) to the Pension Fund are not less than 14 1/3% of the Exempt Salary of 12% of the Exempt Salary if the employer pays, his employee's benefit in addition thereto payments to supplement severance pay to a pension benefit fund for severance pay or to an insurance fund in the employee's name in an amount of 2 1/2 % of the Exempt Salary. In the event the employer has not paid the
- (1) תשלומי המעביד - לקרן פנסיה אינם פחותים מ-14 1/3% של השכר המופטר או 12% מן השכר המופטר אם משלם המעביד בעד עובדו בנוסף לכך גם תשלומים להשלמת פיצויי פיטורים לקופת גמל לפיצויים או לקופת ביטוח על שם העובד בשיעור של 2 1/2 % של השכר המופטר. לא שילם המעביד בנסיבות אלו תשלומים, יבואו תשלומיו

above 2 1/3% in addition to the said 12%, his payments shall be only in lieu of 72% of the employee's severance pay;

(b) to the Insurance Fund are not less than one of the following: (1) 13 1/3% of the Exempt Salary, if the employer pays for the employee in addition thereto also payments to secure monthly income in the event of disability, in a plan approved by the Commissioner of the Capital Market, Insurance and Savings Department of the Ministry of Finance, in an amount required to secure at least 75% of the Exempt Salary or in an amount of 2 1/2% of the Exempt Salary, - the lower of the two (hereinafter: **"Disability Insurance"**);

(2) 11% of the Exempt Salary, if the employer paid, in addition, a payment to the Disability Insurance, and in such case the Employer's Payments shall be only in lieu of 72% of the Employee's severance pay. In the event the employer has made payments in addition to the foregoing payments to supplement severance pay to a benefit fund for severance pay or to an Insurance Fund in the employee's name in an amount of 2 1/3% of the Exempt Salary, the Employer's Payments shall replace 100% of the employee's severance pay.

(2) No later than three months from the commencement of the Employer's Payment, a written agreement was executed between the employer and the employee which included: (a) the employee's consent to an arrangement pursuant to this Approval in a text specifying the Employer's Payments, the Pension Fund and Insurance Fund, as the case may be; the said agreement shall also include the text of this Approval;

(b) an advance waiver by the employer of any right which he may have to refund of monies from its payments, except in cases in which the employee's right to severance pay was denied by a final

משך כספים מקרן הפנסיה או מקופת זה, לענין זה, הביטוח שלא בשל אירוע מזכה; למוט, נכות או פרישה בגיל 60 או יותר. ששים או יותר.

judgment pursuant to section 17 to the Law and/or in cases in which, if such severance pay was denied, the employee has withdrawn monies from the Pension Fund or Insurance Fund other than by reason of an entitling event; for these purposes "Entitling Event" means death, disability or retirement at or after the age of 60.

(ג) אין באישור זה כדי לגרוע מזכותו של עובד לפיצויי פיטורים לפי החוק, הסכם קיבוצי, צו הרחבה או חוזה עבודה, בגין שכר שמעבר לשכר המופטר.

(3) This Approval is not such as to derogate from the employee's right to severance pay pursuant to any law, collective agreement, extension order or employment agreement, in respect of salary over and above the Exempt Salary. 15th Sivan 5758 (9th June 1998).

אליהו ישי
שר העבודה והרווחה

(The English version is brought as a translation for convenience, but the binding version is the Hebrew one).

Ravit Barak

Align Technology Ltd.

Ravit Barak
Director, HRBP Israel

-
- [1] ס"ח התשכ"ג, עמ' 136
[2] ק"ת התשכ"ד, עמ' 1302
[3] תיקון: י"פ 4803, התש"ס (19.9.99)