

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6086491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEIR ADEST	04/19/2020
LIOR HANDELSMAN	04/19/2020
YOAV GALIN	04/19/2020
AMIR FISHELOV	04/26/2020
MEIR GAZIT	04/21/2020
YARON BINDER	04/20/2020
GUY SELLA	01/28/2020
RECEIVING PARTY DATA	
Name:	SOLAREEDGE TECHNOLOGIES LTD.
Street Address:	1 HAMADA STREET
City:	HERZELIYA
State/Country:	ISRAEL
Postal Code:	4673335
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15627037
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(202) 824-3000
Email:	Rnassor@bannerwitcoff.com, BWPtopat@bannerwitcoff.com
Correspondent Name:	BANNER WITCOFF
Address Line 1:	1100 13TH STREET, N.W.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	007841.00337
NAME OF SUBMITTER:	ROSHAN K. BHATTARAI
SIGNATURE:	/Roshan K. Bhattarai/
DATE SIGNED:	04/30/2020

Total Attachments: 16

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ASSIGNMENT

Attorney Docket No.: 007841.00337
Serial Number: 15/627,037
Filing Date: June 19, 2017
Inventors: Meir Adest, Guy Sella, Lior Handelsman, Yoav Galin, Amir Fishelov, Meir Gazit, Yaron Binder

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign to:

SOLAREEDGE TECHNOLOGIES LTD.

having a place of business 1 HaMada Street, Herzeliya, 4673335 Israel, its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, entitled:

**SYSTEM AND METHOD FOR PROTECTION DURING INVERTER SHUTDOWN IN
DISTRIBUTED POWER INSTALLATIONS**

and identified as Attorney Docket No. 007841.00337 in the offices of Banner & Witcoff, Ltd. and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assigns to said assignee the priority right provided by the International Convention.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

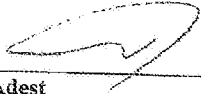
The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations and without additional charge the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations and without additional charge the undersigned authorize said assignee to apply for patents for said invention or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of and without additional charge to said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain, maintain and enforce said

Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 14.4.20



Meir Adest

Date: _____

Witness

Date: _____

Witness

Date: _____

Guy Seila

Date: _____

Witness

Date: _____

Witness

Date: 19.4.20



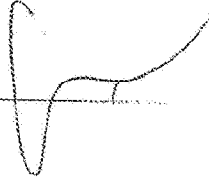
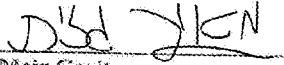
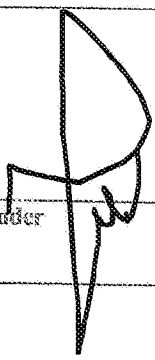
Lior Handelsman

Date: _____

Witness

Date: _____

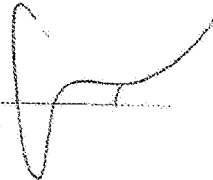
Witness

Date:	<u>19/4/2020</u>	
		Yoav Galin
Date:	_____	_____
		Witness
Date:	_____	_____
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Date:	_____	_____
		Amir Fishelov
Date:	_____	_____
		Witness
Date:	_____	_____
		Witness
Date:	<u>21.4.20</u>	
		Meir Gazit
Date:	_____	_____
		Witness
Date:	_____	_____
		Witness
Date:	<u>20.4.2020</u>	
		Yaron Binder
Date:	_____	_____
		Witness
Date:	_____	_____
		Witness

Date:

19/4/2020

Yoav Galia



Date:

Witness

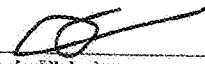
Date:

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Date:

26.4.20

Amir Fishelov



Date:

Witness

Date:

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Date:

Meir Garit

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Date:

Yaron Binder

Date:

Witness

Date:

Witness

ASSIGNMENT

Attorney Docket No.: **007841.00337**
Serial Number: **15/627,037**
Filing Date: **June 19, 2017**
Inventors: **Meir Adest, Guy Sella, Lior Handelsman, Yoav Galin, Amir Fishelov, Meir Gazit, Yaron Binder**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign to:

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having a place of business 1 HaMada Street, Herzeliya, 4673335 Israel, its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, entitled:

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and identified as Attorney Docket No. 007841.00337 in the offices of Banner & Witcoff, Ltd. and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assigns to said assignee the priority right provided by the International Convention.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.


The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations and without additional charge the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations and without additional charge the undersigned authorize said assignee to apply for patents for said invention or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of and without additional charge to said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain, maintain and enforce said

Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 1/28/2020


Signed by Rachel Prishkolnik,
VP General Counsel and Corporate Secretary,
Authorized officer of SolarEdge Technologies Ltd.
on behalf of Guy Sella per the employment
agreement dated March 10, 2015

Date: _____



Witness

Date: _____



Witness

EX-10.2 8 a2223495zex-10_2.htm EX-10.2

Exhibit 10.2

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into as of March 10, 2015 by and between **SolarEdge Technologies Ltd.** (the “**Company**”) having an address at 6 Haharash Street, Neve Ne’eman, Hod Hasharon, Israel and Guy Sella, Israeli ID No. 058474701 of Bat Chen 13, Bitan Aharon (the “**Employee**”).

WHEREAS: The Company desires to continue to employ the Employee in the position of Chairman and Chief Executive Officer (the “**Position**”) and the Employee desires to continue to provide such employment, on the terms and conditions hereinafter set forth, which amends and restates that certain employment agreement entered into between the parties effective as of September 1, 2007 (the “**Original Commencement Date**”).

For the avoidance of any doubt, the seniority of the Employee, and all entitlement to benefits to the extent based on his seniority, shall be calculated on the basis of the Employee having been employed by the Company since the Original Commencement Date.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, the parties agree as follows:

1. Employment

(a) This Agreement shall commence on the date set forth above (the “**Commencement Date**”). The Employee shall perform the duties, undertake the responsibilities and exercise the authority as determined from time to time by the Company and as customarily performed, undertaken and exercised by persons situated in a similar position. The Employee’s duties and responsibilities hereunder may also include other services performed for subsidiaries and affiliates of the Company. Specifically, the Employee will serve as the Chief Executive Officer and Chairman of the Board of Directors of SolarEdge Technologies, Inc., a Delaware corporation and parent corporation of the Company (“**SolarEdge**”), and in such capacity he shall report to the Board of Directors of SolarEdge. The Employee will be nominated to serve as a member of the Boards of Directors of the Company and SolarEdge while he is serving as the Chief Executive Officer of SolarEdge and the Company. The Employee will also be appointed to serve as the Chairman of the Board of Directors of both SolarEdge and the Company while he is serving as the Chief Executive Officer of SolarEdge and the Company. Upon notice of termination of his position as the Chief Executive Officer of SolarEdge and the Company, the Employee shall immediately sign a resignation letter with respect to his role as a member of the Board of Directors of each of SolarEdge and the Company.

(b) During the course of his employment with SolarEdge and the Company, the Employee shall honestly, diligently, skillfully and faithfully serve both SolarEdge and the Company. The Employee undertakes to devote all his efforts and the best of his qualifications and skills to promoting the business and affairs of SolarEdge and the Company, and further undertakes to loyally and fully comply with the decisions of the Board of Directors of SolarEdge

and the Company. The Employee shall at all times act in a manner suitable of his position and status in SolarEdge and the Company.

(c) The Employee undertakes to promptly notify SolarEdge and 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 SolarEdge and the Company.

(d) The Employee agrees to devote total attention and full time to the business and affairs of SolarEdge and the Company as required to fulfill and discharge the responsibilities assigned to the Employee hereunder. During the term of this Agreement the Employee shall not be engaged in any other employment nor directly or indirectly engage in any other business activities in any capacity for any other person, firm or company whether or not for consideration, without the express prior written consent of SolarEdge and the Company. The Company acknowledges that the Employee may become a member of the board of directors or otherwise be involved with companies in a variety of roles other than the Company and SolarEdge, and shall continue to do so as long as it does not interfere with the Employee’s Position. The Employee shall notify the Chairman of the Compensation Committee promptly upon taking on any such positions.

(e) The Employee shall be employed on a full-time basis, and the Employee’s duties shall require the Employee, when requested, to work during nights, days of rest and holidays and to travel abroad from time to time, as necessary, as part of his Position and without entitlement to additional compensation. The Employee acknowledges that Employee’s Position is the most senior position

in SolarEdge and the Company and involves duties which require of him special personal trust and loyalty. Further, the nature, the conditions and circumstances of his Position render it impossible for SolarEdge and the Company to supervise and/or control the Employee's hours of work and rest, and accordingly the Employee shall not be entitled to and hereby irrevocably waives any claim for any overtime payment under the Law of Work Hours and Rest - 1951 (or any successor law), which shall not apply to this Agreement.

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

(i) There are no other undertakings or agreements preventing the Employee from making the commitments described herein and performing his obligations under this Agreement, and the Employee confirms that he is qualified and able to perform these obligations.

(ii) To the best of the Employee's knowledge, the Employee is not currently, nor will by entering into this Agreement be deemed to be, in breach of any of the Employee's obligations towards any former employer, including without limitation, any non-competition or confidentiality undertakings.

(iii) The Employee acknowledges and agrees that SolarEdge and the Company are entitled to conduct inspections within SolarEdge's and the Company's offices, as applicable, and on SolarEdge's and 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 SolarEdge's and the Company's

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sole property. The Employee acknowledges and agrees that any messages and data sent from, received by, or stored in or upon SolarEdge's and/or the Company's computers and communications systems are the sole property of SolarEdge and 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 SolarEdge's and/or 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 SolarEdge's and/or the Company's computer and communications systems, including electronic mail. The Employee shall fully comply with SolarEdge's and the Company's policies regarding computer and network, as may be in effect from time to time, as set forth on SolarEdge's and/or the Company's intranet.

(iv) The Employee grants consent to SolarEdge, 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 SolarEdge and/or 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. SolarEdge and the Company may share personnel records as needed solely for such purposes with third parties assisting human resources administration.

2. Salary

(a) The Company agrees to pay or cause to be paid to the Employee during the term of this Agreement a gross salary of One Hundred and Five Thousand New Israeli Shekels (105,000 NIS) per month (the "Salary"). The Salary shall be payable monthly in arrears.

(b) The Salary will be paid no later than the 9th day of each month, one month in arrears, 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. Employee shall notify the Company of any change which may affect Employee's tax liability.

(c) The Salary shall be reviewed by the Board of Directors of the Company or its parent corporation no less frequently than annually.

(d) Employee shall be entitled to participate in any annual cash incentive bonus plan maintained by SolarEdge or the Company from time to time for the benefit of its senior executives, subject to the terms established by SolarEdge, the Company and/or their Board of Directors.

3. Employee Benefits

(a) The Employee shall be entitled to the following benefits:

(i) Pension Plan. The Company will pay to (unless agreed otherwise by the parties) an insurance company or a pension fund as may be elected by the Employee, for the

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Employee, an amount equal to 8.33% of the Salary which shall be allocated to a fund for severance pay, and an additional 5% of the Salary in case of an insurance policy, or an additional 6% of the Salary in case of a pension fund, which shall be allocated to a provident fund or pension plan. In addition, the Company will deduct from the Salary an amount equal to 5% of the Salary in case of an insurance policy, or 5.5% in case of a pension plan, which shall constitute the Employee's contribution to the manager's insurance premium for the provident fund or pension plan.

(ii) In case the Employee chooses to allocate his pension payments to an insurance policy (and not a pension fund), the Company will also contribute an amount equal to up to 2.5% of the Salary for disability insurance, provided that such insurance is available for the Employee.

(iii) The Employee hereby agrees and acknowledges that all of the payments that the Company shall make to the abovementioned manager's insurance policy and/or pension fund shall be instead of any severance pay to which the Employee or Employee's successors shall be entitled to receive from the Company with respect to the salary from which these payments were made and the period during which they were made (the "**Termination Salary**"), in accordance with Section 14 of the Severance Pay Law 5723-1963 (the "**Law**"). The parties hereby adopt the General Approval of the Minister of Labor and Welfare, published in the Official Publications Gazette No. 4659 on June 30, 1998, attached hereto as Exhibit B. The Company hereby waives in advance any claim it has or may have to be refunded any of the payments made to the manager's insurance policy and/or pension fund, unless (1) the Employee's right to severance pay is invalidated by a court ruling on the basis of Sections 16 or 17 of the Law (and in such case only to the extent it is invalidated), or (2) the Employee withdrew funds from the manager's insurance policy for reasons other than an "Entitling Event". An "**Entitling Event**" means death, disability or retirement at the age of 60 or more

(iv) The Employee also confirms that the above payments to the Pension Insurance are made instead of any payment required by law, as they are higher than required according to the general expansion order for base pension.

(v) Sick Leave. The Employee will be entitled to sick leave as provided by law. Any payment from the disability insurance will be on account of sick leave payment.

(vi) Annual Recreation Allowance (Dme'i Havra'a). The Employee shall be entitled to annual recreation allowance, according to the applicable directive.

(vii) Vacation. The Employee shall be entitled to an annual vacation of 25 working days at full pay (based upon a full time position). A "working day" shall mean Sunday to Thursday inclusive, and Saturday shall be the weekly day of rest of the Employee. 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. Subject to applicable law, the Employee may accrue up to 60 days of vacation entitlement, all according to the Company's policy as may be amended from time to time.

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(viii) Educational Fund (Keren Hishtalmut). The Company will contribute to a recognized educational fund an amount equal to 7.5% of each monthly payment of the Salary up to the limit recognized for tax purposes and will deduct from each monthly payment and contribute to such education fund an additional amount equal to 2.5% of each such month's payment of the Salary up to the limit recognized for tax purposes.

(ix) For avoidance of doubt, no disbursements shall be made to manager's insurance or educational fund with respect to any incentive bonus payments, and any such payments shall not be deemed a portion of the 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.

(x) Motor Vehicle. The Employee shall be entitled to participate in the Company's motor vehicle program and receive a motor vehicle from the Company's vehicle pool, which shall be leased or rented by the Company for use by the Employee in accordance with Company policy, as established from time to time during the period of his employ with the Company. The employee shall execute the Company's "Employee Car Agreement" prior to receiving the motor vehicle. Furthermore, the Employee shall execute a new "Employee Car Agreement" upon the lease of each new or replacement motor vehicle for the Employee, as requested by the Company.

(b) Unless specified to the contrary herein, all payments and contributions of the Company under this Agreement shall be limited to the highest deductible amount recognized by the tax authorities.

(c) During any period of the Employee's military reserve service, the Company shall pay the Salary and all other social benefits due to the Employee hereunder. National Insurance Institute payments in connection with such military reserve duty shall be retained by the Company.

4. Expenses

(a) The Employee shall be entitled to receive prompt reimbursement of all direct expenses reasonably incurred by him in connection with the performance of his duties hereunder provided that written receipts are produced for the same, in accordance with the Company's expense policy and approved by the Company.

(b) The Company shall furnish the Employee with a mobile phone and reimburse the Employee for expenses in connection therewith. The Company shall deduct from the Salary any taxes required in connection with the provision of the mobile phone.

5. Term and Termination

(a) The term of employment under this Agreement will begin as of the Original Commencement Date and will continue, subject to the remaining provisions of this Section 5, unless either party gives the other prior written notice of termination of this Agreement, in which case this Agreement shall terminate effective as of the later of (a) 90 days after the day of notice or (b) the date as the effective date of termination of employment specified in such notice after

the giving of such notice, provided that the Employee will be entitled to all payments and benefits (including social contribution, car, vacation, etc.) for the full notice period.

(b) In addition, the Board of Directors of SolarEdge or the Company shall have the right to terminate this Agreement at any time without a notice period as described in Section 5(a) above and without paying any amounts in lieu of such advanced notice in the event of Cause (as defined below). The Employee shall be notified in writing of his termination for Cause, and if he has an opportunity to cure the act or omission that the Company has determined provides the basis for a termination for Cause, the Company shall include in the written notice a description of such act or omission.

The term "Cause" shall mean (a) Employee's conviction of a crime of moral turpitude, (b) a material breach of the Employee's fiduciary duties towards the Company or its parent company, including theft, embezzlement, or self-dealing (c) engagement in competing activities, or a material breach of the Employee's confidentiality and non-disclosure obligations towards the Company or its parent company; (d) a material breach of this Agreement by the Employee which is not cured (if curable) within seven (7) days after receipt of written notice thereof; or (e) any other circumstances under which severance pay (or part of them) may be denied from the Employee upon termination of employment under the applicable Israeli law.

(c) In the event that the Company terminates the Employee's employment at its discretion after providing advance written notice to the Employee under sub-section (a) above, then during such period, the Employee shall be entitled to compensation pursuant to Sections 2 and 3 hereof (or their cash equivalent).

(d) In any event of the termination of this Agreement, the Employee shall immediately return all property, equipment, materials and documents of SolarEdge and/or the Company and the Employee shall cooperate with SolarEdge and the Company and use the Employee's best efforts to assist with the integration into the organizations of SolarEdge and the Company of the person or persons who will assume the Employee's responsibilities. At the option of SolarEdge and 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.

(e) Notwithstanding anything contained herein to the contrary notwithstanding, the Board of Directors of SolarEdge or 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 in subsection (a) above and pay the Employee in lieu of advance notice or the remainder thereof in accordance with applicable law.

(f) In the event that any termination of employment pursuant to this Section 5 occurs within twelve months following a Change of Control (as defined below) and is either: (i) by SolarEdge or the Company without Cause or (ii) by Employee for Justifiable Reason (as defined below), Employee will be entitled to receive full acceleration of any unvested equity awards (including shares, restricted stock, restricted stock units and/or stock options, as applicable), held at the time of such termination. For purposes of this Section 5(f), “**Change of Control**” shall mean the occurrence of any of the following: (i) a merger or consolidation of SolarEdge or the

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Company, in which the stockholders of SolarEdge or the Company (as applicable) do not control fifty percent (50%) or more of the total voting power of the surviving entity (other than a mere reincorporation merger); or (ii) the sale, transfer or other disposition of all or substantially all of SolarEdge’s or the Company’s assets in liquidation or dissolution of SolarEdge or the Company or otherwise; or (iii) the sale or transfer of more than fifty percent (50%) of the outstanding voting stock of SolarEdge or the Company (excluding a transaction effected primarily for capital raising purposes). Also for purposes of this Section 5(f), “**Justifiable Reason**” shall mean any of the following: (a) any material change in any of the Salary and/or benefits set forth in this Agreement which was not approved by the Employee other than a decrease in Salary to all of the Company’s and/or SolarEdge’s management; (b) demand that the Employee will relocate; or (c) any material demotion in title, position, management duties, or responsibilities.

6. Confidentiality; Proprietary Rights

The Employee has executed and agrees to be bound by the provisions governing confidentiality, proprietary rights and non-competition contained in Exhibit A to this Agreement, which provisions will survive termination of this Agreement for any reason.

7. Successors and Assigns

(a) This Agreement shall be binding upon and shall inure to the benefit of SolarEdge and the Company, and each of their respective successors and assigns.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee’s legal personal representative.

8. Notice

For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be deemed to have been duly given when personally delivered or sent by registered mail, postage prepaid, addressed to the respective addresses set forth below or last given by each party to the other. All notices and communications shall be deemed to have been received on the date of delivery thereof, except that notice of change of address shall be effective only upon receipt. Notices to the Company shall be sent to the attention of the Company’s General Counsel and shall be deemed to constitute notice to SolarEdge.

The initial addresses of the parties for purposes of this Agreement shall be as set forth in the preamble to this Agreement.

9. Prevention of Sexual Harassment

The Company sees violations of the Law for Prevention of Sexual Harassment (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.

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10. Miscellaneous

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Employee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either party which are not expressly set forth in this Agreement. This Agreement shall not be modified or otherwise affected by unwritten "customs" under Israeli employment law, or other terms effective for other employees of the Company.

11. Governing Law

This Agreement, which shall include any and all schedules, exhibits and other attachments hereto, shall be governed by and construed and enforced in accordance with the laws of the State of Israel.

12. Severability

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby, and the unenforceable provision enforced to the maximum extent permissible under law, or otherwise shall be replaced by an enforceable provision that most nearly approximates the intent of the unenforceable provision.

13. Entire Agreement

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

(b) This Agreement and its annexes and exhibits constitute notice to the Employee pursuant to the Notice to Employee (Employment Terms) Law — 2002. Nothing contained in this Agreement is meant to derogate from Employee's right according to any applicable law or agreement.

IN WITNESS WHEREOF:

SolarEdge Technologies Ltd.

Employee

By: /s/ Doron Inbar

/s/ Guy Sella

Name: Doron Inbar

GUY SELLA

Title: Chairman, Compensation Committee

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EXHIBIT A

**SOLAREEDGE TECHNOLOGIES LTD.
EMPLOYEE PROPRIETARY
INFORMATION AND NON-COMPETITION AGREEMENT**

In consideration and as a condition of my employment, by **SolarEdge Technologies Ltd.** and/or by companies which it owns, controls, or by which it is owned or controlled, or with which it is affiliated (including SolarEdge Technologies, Inc., a Delaware corporation), or their successors in business (the "**Company**"), and the compensation paid therefor:

1. Confidentiality.

Except as the Company may otherwise consent in writing, I agree to keep confidential and not disclose or make any use of, except for the benefit of the Company, at any time either during or subsequent to my employment by the Company, any trade secrets or confidential or proprietary information of the Company, including without limitation knowledge, data, or other information relating to

products, processes, know-how, techniques, designs, formulae, test data, costs, customer lists, employees, business plans, marketing plans and strategies, pricing, or other subject matter pertaining to any past, existing or contemplated business of the Company or any of its employees, clients, customers, consultants, agents, licensees, or affiliates, which I may produce, obtain or otherwise acquire during the course of or in connection with my employment (“**Company Confidential Information**”) or otherwise relating to the business, products, software, technologies, techniques, processes, services, or research and development of the Company. I further agree not to deliver, reproduce, or in any way allow any Company Confidential Information or any documentation relating thereto to be delivered or used by any third parties without specific direction or consent of the Company. In the event of termination of my employment with the Company for any reason whatsoever, I agree to promptly surrender and deliver to the Company all copies of records, materials, equipment, drawings, documents, and data of any nature pertaining to Company or obtained in connection with my employment with the Company.

2. Assignment of Inventions.

As used in this Agreement, “**Invention**” shall include but not be limited to ideas, improvements, designs, discoveries, developments and works of authorship or artistry (including without limitation software, integrated circuit, printed circuit board or computer design, and documentation). I hereby assign and transfer to the Company my entire right, title, and interest in and to all Inventions, whether or not protectable by patent, trademark, copyright, or mask work right, and whether or not used by the Company, which are reduced to practice, made or conceived by me (solely or jointly with others) during the period of or in connection with my employment with the Company, or otherwise relating in any manner to the business, products, technologies, techniques, processes, services, or research and development of the Company. I agree that all such Inventions shall belong exclusively to the Company.

3. Disclosure of Inventions, Assignment and Execution of Documents.

I agree to disclose each Invention promptly in writing to the Board of Directors and the Chief Executive Officer of the Company, in order to permit the Company to determine rights to which it may be entitled under this Agreement. I hereby assign any Invention required to be assigned by Section 2 above (“**Assignable Invention**”). I agree that Assignable Inventions shall be and remain the sole and exclusive property of the Company or its nominee, whether or not used by the Company or protected by patent, trademark, copyright, mask work right or trade secrecy. I agree to preserve any Assignable Invention as Company Confidential Information.

I acknowledge and agree that the salary and other benefits which I am entitled to receive from the Company by virtue of my employment or engagement with the Company constitute the sole and exclusive consideration to which I am entitled, by virtue of any contract or law (including, but not limited to, the Israel Patent Law, 5727-1967), in respect of any and all Assignable Inventions, and I hereby waive all past, present and future demands, contentions, allegations or other claims, of any kind, in respect thereof, including the right to receive any additional royalties, consideration or other payments. Without derogating from the aforesaid, it is hereby clarified that the level of my compensation and consideration has been established based upon the aforementioned waiver of rights to receive any such additional royalties, consideration or other payment. For the avoidance of doubt, the foregoing will apply to any “Service Inventions” as defined in the Israeli Patent Law, 1967 (the “**Patent Law**”), it being clarified that under no circumstances will I be deemed to have any proprietary right in any such Service Invention, notwithstanding the provision or non-provision of any notice of an invention and/or company response to any such notice, under Section 132(b) of the Patent Law. This agreement is expressly intended to be an agreement with regard to the terms and conditions of consideration for Service Inventions in accordance with Section 134 of the Patent Law.

I agree to assist the Company, upon request and at its expense, during and after my employment in every reasonable way, to obtain for its own benefit patents, trademarks, copyrights, mask work rights or other proprietary rights for Assignable Inventions in any and all countries. I agree to execute such papers and perform such lawful acts as the Company deems to be necessary to allow it to exercise all rights, title and interest in such patents, trademarks copyrights, and mask work rights, including executing, acknowledging, and/or delivering to the Company upon request and at its expense, applications.

In the event the Company is unable to secure my signature on any document needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on my behalf to execute, verify and file any such document and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by me.

Section 2 above will not apply with respect to inventions, if any, patented or unpatented, which I made prior to the commencement of my engagement with the Company. I have attached hereto, as Schedule 1, a complete list of all inventions to which I claim ownership and desire to remove from the scope of this Agreement, and acknowledge that such list is complete (“**Prior Inventions**”). If no such list is attached to this agreement, I hereby represent that I have no such

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Prior Inventions at the time of this Agreement. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that: (i) I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent, (ii) my failure to obtain such prior consent shall not affect the grant of the license relating to the Prior Inventions as specified in this Section 3.

4. **Maintenance of Records.**

I agree to keep and maintain adequate and current written records of all Inventions made by me as provided in Section 2 above (in the form of notes, sketches, drawings, and as mask work right or trade secrecy. I agree to preserve any Assignable Invention as Company Confidential Information.

5. **Competitive Activity**

(a) **Non-Solicitation.** During my employment with the Company and for a period of twelve (12) months from the date of termination of my employment for any reason (the “**Termination Date**”) I will not contact or provide any assistance to any other person or organization which seeks to contact any of the Company’s employees, consultants, service providers, customers, licensors, suppliers, distributors, agents or contractors of whatever nature for the purpose of soliciting, inducing or attempting to induce any of the aforesaid to terminate their relationship with the Company.

(b) **Non-Competition.** During the term of my employment and for a period of twelve (12) months from the Termination Date, I will not directly or indirectly, compete with the Company, including without limitation:

(i) carry on or hold an interest in any company, venture, entity or other business (other than a minority interest in a publicly traded company) which competes with the business, products or services of the Company (or, if applicable its parent company or any of its or the Company’s subsidiaries), including those products or services contemplated in a plan adopted by the Board of Directors of the Company (or, if applicable its parent company or any of its or the Company’s subsidiaries) (“a competing business”) (including, without limitation, as a shareholder); or

(ii) act as a consultant or employee or officer or in any managerial capacity in a competing business, or supply in competition with the Company (or, if applicable its parent company or any of its or the Company’s subsidiaries) restricted services (defined below) to any person who, to his knowledge, was provided with services by the Company (or, if applicable its parent company or any of its or the Company’s subsidiaries) any time during the twelve (12) months immediately prior to the Termination Date; or

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(iii) solicit, canvass or approach or endeavor to solicit, canvass or approach any person who, to his knowledge, was provided with services by the Company (or, if applicable its parent company or any of its or the Company’s subsidiaries) at any time during the twelve (12) months immediately prior to the Termination Date, for the purpose of offering services or products which compete with the services or products supplied by the Company (or, if applicable its parent company or any of its or the Company’s subsidiaries) at the Termination Date (“restricted services”).

6. **No Conflicting Employee Obligations.**

I am not a party to or bound by any employment agreement, agreement not to compete, or other contract that would prohibit my employment with the Company or that would conflict with my obligation to use my best efforts to promote the interests of the Company, or that would conflict with the business conducted and/or proposed to be conducted by the Company.

7. Third Party Confidential information.

I will not disclose or make available to the Company or use or induce the Company to use any trade secret, confidential or proprietary information or material belonging to any previous employer or other person. I represent that my performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence any information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I agree not to enter into any agreement either written or oral in conflict herewith.

8. Modification.

This Agreement may not be supplemented, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by me and an officer of the Company. I agree that any subsequent change or changes in my duties, salary, or compensation shall not affect the validity or scope of this Agreement. I further agree that either the Company or I can terminate my employment at any time and for any reason and nothing in this Agreement changes or restricts that right.

9. Entire Agreement.

I acknowledge receipt of this Agreement as part of my Employment Agreement with the Company, and agree that with respect to the subject matter hereof, it is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.

10. Severability.

In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement, and the entire Agreement shall not fail on account thereof but shall otherwise remain in full force and effect, and shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be

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interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

11. Successors and Assigns.

This Agreement shall be binding upon my heirs, executors, administrators, or other legal representatives and is for the benefit of the Company, its affiliates, successors and assigns.

12. Governing Law.

This Agreement shall be governed by the laws of the State of Israel.

/s/ Guy Sella

Guy Sella — Employee's Signature

March 10, 2015

Date

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EXHIBIT B

**General Order and Confirmation Regarding Payments of Employers to Pension Funds
and Insurance Funds instead of Severance Pay.**

Pursuant to the power granted to me under section 14 of the Severance Pay Law 5723-1963 (“**Law**”) I hereby confirm that payments paid by an employer, commencing the date hereof, to an employee’s comprehensive pension fund into a provident fund which is not an insurance fund, as defined in the Income Tax Regulations (Registration and Management Rules of a Provident Fund) 5724-1964 (“**Pension Fund**”), or to a Manager’s Insurance Fund that includes the possibility of an allowance or a combination of payments to an Allowance Plan and to a plan which is not an Allowance Plan in an Insurance Fund (“**Insurance Fund**”), including payments which the employer paid by combination of payments to a Pension Fund and to an Insurance Fund whether there exists a possibility in the Insurance Fund to an allowance plan (“**Employer Payments**”), will replace the severance pay that the employee is entitled to for the salary and period of which the payments were paid (“**Exempt Wages**”) if the following conditions are satisfied:

- (1) Employer Payments —
 - (A) for Pension Funds are not less than 14.33 % of the Exempt Wages or 12% of the Exempt Wages, if the employer pays for his employee an additional payment on behalf of the severance pay completion for a providence fund or Insurance Fund at the rate of 2.33% of the Exempt Wages. If an employer does not pay the additional 2.33% on top of the 12%, then the payment will constitute only 72% of the Severance Pay.
 - (B) to the Insurance Fund are not less that one of the following:
 - (1) 13.33% of the Exempt Wages if the employer pays the employee additional payments to insure his monthly income in case of work disability, in a plan approved by the Supervisor of the Capital Market, Insurance and Savings in the Finance Ministry, at the lower of, a rate required to insure 75% of the Exempt Wages or 2.5% of the Exempt Wages (“**Disability Payment**”).
 - (2) 11% of the Exempt Wages if the employer pays an additional Disability Payment and in this case the Employer Payments will constitute only 72% of the employee’s severance pay; if, in addition to the abovementioned sum, the employer pays 2.33% of the Exempt Wages for the purpose of Severance Pay completion to providence fund or Insurance Funds, the Employer Payments will constitute 100% of the severance pay.
- (2) A written agreement must be made between the employer and employee no later than 3 months after the commencement of the Employer Payments that include —

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- (A) the agreement of the employee to the arrangement pursuant to this confirmation which details the Employer Payments and the name of the Pension Fund or Insurance Fund; this agreement must include a copy of this confirmation;
- (B) an advanced waiver of the employer for any right that he could have to have his payments refunded unless the employee’s right to severance pay is denied by judgment according to sections 16 or 17 of the Law, and in case the employee withdrew monies from the Pension Fund or Insurance Fund not for an Approved Event; for this matter, Approved Event or purpose means death, disablement or retirement at the age of 60 or over.
- (3) This confirmation does not derogate from the employee’s entitlement to severance pay according to the Law, Collective Agreement, Extension Order or personal employment agreement, for any salary above the Exempt Wages.

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