

Tendering shareholders who are record owners of their Shares and who tender directly to American Stock Transfer & Trust Company, LLC (the “Depository”) will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Shareholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such broker, dealer, commercial bank, trust company or other nominee as to whether it charges any service fees or commissions.

The Offer is conditioned upon, among other things, (a) the absence of the termination of the Purchase Agreement in accordance with its terms and (b) the satisfaction or waiver (to the extent permitted by the Purchase Agreement and applicable law) of the following as of the scheduled Expiration Time: (i) the Minimum Condition (as its threshold may be lowered pursuant to the Purchase Agreement); (ii) the Antitrust Clearance Condition; (iii) the Restraints Condition; (iv) the Governance Resolutions Condition; and (v) the Material Adverse Effect Condition, each as defined below.

The “Minimum Condition” requires that there have been validly tendered pursuant to the Offer and not properly withdrawn a number of Shares (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee prior to the Expiration Time) that, together with the Shares then owned by Intel or its affiliates, represents at least 95% of Mobileye’s issued capital (*geplaatst kapitaal*) immediately prior to the Expiration Time, provided that this threshold (a) may be lowered by Intel, in its sole discretion, to a percentage not less than 80%, (b) will be lowered to 80% if the Israel Tax Authority (the “ITA”) issues the Pre-Wired Asset Sale Ruling, and (c) will be lowered to 67% if (i) the ITA issues the Pre-Wired Asset Sale Ruling and (ii) the Pre-Wired Asset Sale Resolutions and Conversion Resolutions (each as defined below) are adopted at the EGM (as defined below).

The “Antitrust Clearance Condition” requires (a) the expiration or termination of any applicable waiting period (and extensions thereof) applicable to the Offer and the other transactions contemplated by the Purchase Agreement under the HSR Act (as defined below), (b) the receipt of all required consents or approvals under the Israel Restrictive Trade Practices Law, 5748-1988, as amended, and (c) the receipt of, or expiration of relevant waiting periods under, all required clearances or approvals under other applicable regulatory or antitrust laws as agreed to by Purchaser, Intel, and Mobileye under the terms of the Purchase Agreement.

The “Restraints Condition” requires that there is not in effect any law, regulation, order or injunction entered, enacted, promulgated, enforced, or issued by any court or other governmental authority of competent jurisdiction prohibiting, rendering illegal, frustrating, or enjoining the consummation of the transactions contemplated by the Purchase Agreement, other than the Call Option. The foregoing shall also not apply with respect to any form of Post-Offer Reorganization (other than the Compulsory Acquisition, or Mobileye’s potential election pursuant to U.S. Treasury Regulations Section 301.7701-3 to be classified as a partnership or as a disregarded entity for U.S. federal tax purposes) to the extent that the number of Shares tendered pursuant to the Offer and not properly withdrawn (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee prior to the Expiration Time), together with the Shares then owned by Intel or its affiliates, represents at least 95% of Mobileye’s issued capital (*geplaatst kapitaal*) immediately prior to the Expiration Time.

The “Governance Resolutions Condition” requires that, at the EGM or a subsequent EGM, Mobileye shareholders have adopted one or more resolutions effective upon the Offer Closing to appoint Purchaser-designated directors, including two non-executive directors who are independent from Intel and Purchaser (if such independent non-executive directors are not already members of the Mobileye Board), to replace the members of the Mobileye Board who will resign from the Mobileye Board effective as of the Offer Closing.

The “Material Adverse Effect Condition” requires that no fact, change, event, development, occurrence, or effect has occurred following the date of the Purchase Agreement that, individually or in the aggregate, would have or would reasonably be expected to have a Company Material Adverse Effect (as defined in the Purchase Agreement).