

Agreements” under the heading “Non-Competition Agreement”). On February 26, 2017, Skadden also delivered to Morrison & Foerster revised drafts of the Purchase Agreement and the form of Tender and Support Agreement.

On February 27, 2017, Morrison & Foerster delivered an initial draft of the confidential disclosure letter to the Purchase Agreement to Skadden. During the subsequent several days, representatives of Mobileye’s management and Morrison & Foerster engaged in several calls with representatives of Intel’s management and Skadden to address questions on the confidential disclosure letter.

On February 28, 2017, representatives of the Mobileye’s management, Intel’s management, and representatives of Morrison & Foerster and Skadden held a conference call to discuss certain intellectual property due diligence matters. Also on February 28, 2017, Morrison & Foerster sent Skadden revised drafts of the Purchase Agreement and the form of Tender and Support Agreement.

On March 3, 2017, Skadden sent Morrison & Foerster a revised draft of the form of Tender and Support Agreement.

On March 5, 2017, Morrison & Foerster sent Skadden a further revised draft of the Purchase Agreement.

On March 7, 2017 and March 8, 2017, Skadden and Morrison & Foerster exchanged revised drafts of the Purchase Agreement.

On March 8, 2017, Mr. Krzanich and Professor Shashua had a call during which Mr. Krzanich orally delivered a non-binding proposal to acquire all of the Shares for a price of \$63.15 per Share in cash.

On March 9, 2017, Professor Shashua indicated on a call with Mr. Krzanich that the Mobileye Board would require a higher price per Share than \$63.15 in cash in order to approve Mobileye’s entry into the Purchase Agreement. Also on March 9, 2017, Morrison & Foerster sent Skadden a revised draft of the Purchase Agreement.

On March 10, 2017, Mr. Krzanich reported to Professor Shashua that he was prepared to recommend to the Intel Board an increased price of \$63.54 per Share in cash. During such discussion, Mr. Krzanich also requested that Professor Shashua commit to a three-year non-competition agreement with Intel and that Professor Shashua be subject to certain financial penalties in case Professor Shashua were to voluntarily terminate his employment relationship with Intel prior to the three-year anniversary of the Offer Closing. Following such discussions, on March 10, 2017, Intel delivered to Mobileye a revised draft of the Non-Competition Agreement to be entered into by Professor Shashua and an addendum to Professor Shashua’s employment agreement with Mobileye, to be effective on the closing of the Offer (as described in more detail in Section 11 —“The Purchase Agreement; Other Agreements” under the heading “Employment Agreement Addendum”).

On March 11, 2017, Mr. Krzanich and Professor Shashua discussed further Intel’s pricing proposal and Professor Shashua expressed his preliminary support for the revised offer made by Mr. Krzanich on behalf of Intel. On the same date, Mr. Krzanich agreed to retract the request that Professor Shashua be subject to financial penalties in the event that he were to terminate voluntarily his employment relationship with Intel prior to a three-year anniversary of the Offer Closing in exchange for Professor Shashua’s agreement to postpone the vesting schedule applicable to certain of his options and restricted share units, if any. Mr. Krzanich also reaffirmed Intel’s position with respect to Professor Shashua entering into the Non-Competition Agreement with and in favor of Intel. Also on March 11, 2017, Skadden sent Morrison & Foerster a revised draft of the Purchase Agreement.

Also on March 11, 2017, the Intel Board held a meeting that was attended by members of Intel’s management team and representatives of Skadden, Citi, and Rothschild. During this meeting, the Intel Board was