

satisfied within such 10 business day extension period, then Purchaser will be permitted to extend the Offer on such occasion for up to 20 business days;

- if the sole remaining unsatisfied condition to the Offer is the Minimum Condition and the Pre-Wired Asset Sale Ruling (as defined below) has been obtained, or Intel determines in its reasonable judgment that the Pre-Wired Asset Sale Ruling will not be received, Purchaser will not be required to extend the Offer for more than two occasions in consecutive periods of 10 business days each (or such other duration as may be agreed to by Intel, Purchaser, and Mobileye); and
- Purchaser is not required to extend the Offer beyond the End Date.

Following the Acceptance Time, Purchaser will provide for the Subsequent Offering Period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act and in accordance with the Purchase Agreement. For purposes of the Offer, a "business day" means a day, other than Saturday, Sunday or other day on which commercial banks in Amsterdam, The Netherlands, or New York, New York, United States, are authorized or required by applicable law to close. The Subsequent Offering Period is not an extension of the Offer. The Subsequent Offering Period would be an additional period of time, following the Expiration Time, in which shareholders may tender Shares previously tendered pursuant to the Offer. Purchaser will announce additional details with respect to the Subsequent Offering Period in accordance with applicable rules, regulations and interpretations of the SEC. In the event that prior to the expiration of the Subsequent Offering Period, Purchaser or one of its affiliates elects to exercise the Call Option or effectuate the Asset Sale, Purchaser will extend the Subsequent Offering Period for the Minority Exit Offering Period of at least five business days. There will be no withdrawal rights during the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period) and any Shares tendered will immediately be accepted and promptly paid for. Any shares tendered during the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period) will be acquired by Purchaser at the Offer Consideration, in cash, without interest and less applicable withholding taxes. **Under no circumstance will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), or any delay in making payment for Shares.**

Treatment of Mobileye Equity Awards. At the Offer Closing, each Mobileye RSU that is outstanding as of immediately prior to the Offer Closing and either (a) held by a person other than a Continuing Employee, whether vested or unvested, (b) vested in accordance with the terms of the applicable Mobileye equity compensation plan and award agreement evidencing such Mobileye RSU as of immediately prior to the Offer Closing and for which Shares have not yet been issued, (c) that, in the absence of the Offer and the other transactions contemplated by the Purchase Agreement, would become vested within two years following the Offer Closing and are held by a Continuing Employee whose employment or service with Mobileye commenced prior to the date of the Purchase Agreement, or (d) is subject to accelerated vesting solely as a result of the completion of the Offer and the other transactions contemplated by the Purchase Agreement in accordance with the terms thereof (each, a "Terminating RSU"), will, without any action on the part of Intel, Purchaser, Mobileye, the holder thereof, or any other person, be accelerated and converted into and will become a right to receive an amount in cash, without interest, equal to the product obtained by multiplying (x) the Offer Consideration by (y) the total number of Shares subject to such Mobileye RSU. Any such payment with respect to a Terminating RSU shall be subject to all applicable federal, state, and local tax withholding requirements, and, with respect to Israeli employees, in accordance with the terms and conditions of the Israel Equity Tax Ruling, if obtained.

At the Offer Closing, each Mobileye RSU that is outstanding as of immediately prior to the Offer Closing and that is not a Terminating RSU will, without any action on the part of Intel, Purchaser, Mobileye, the holder thereof, or any other person, be converted into an equity award subject to the same terms and conditions applicable to such Mobileye RSU (including the same vesting schedule and terms regarding acceleration and forfeiture upon termination of employment or service) immediately prior to the Offer Closing with respect to a number of shares of common stock (rounded down to the nearest whole share) of Intel equal to (a) the number of Shares subject to such Mobileye RSU immediately prior to the Offer Closing multiplied by (b) the quotient