

obtained by dividing (x) the Offer Consideration by (y) the average closing price of the common stock of Intel on the NASDAQ for the five consecutive trading days ending on the trading day immediately preceding the date of the Offer Closing (such quotient, the "Equity Award Adjustment Ratio"). The terms and conditions applicable to certain of these Mobileye RSUs will be modified as agreed to by the parties on the date of the Purchase Agreement.

At the Offer Closing, each Mobileye Option 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) held by a person identified by the parties on the date of the Purchase Agreement, whether vested or unvested, (c) vested in accordance with the terms of the applicable Mobileye equity compensation plan and award agreement evidencing such Mobileye Option as of immediately prior to the Offer Closing, (d) 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 (e) 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 (of which there are none), will, without any action on the part of Intel, Purchaser, Mobileye, the holder thereof, or any other person, be accelerated (if required) and converted into and will become a right to receive an amount in cash, without interest, equal to the product of (x) the excess, if any, of the Offer Consideration over the applicable per Share exercise price of such Mobileye Option multiplied by (y) the number of Shares subject to such Mobileye Option. Each Mobileye Option described in the prior sentence is referred to herein as a "Terminating Option." Each Terminating Option that is outstanding and unexercised immediately prior to the Offer Closing that has an exercise price equal to or greater than the Offer Consideration will be cancelled as of the Offer Closing without consideration therefor, and the holder of such Terminating Option will cease to have any rights with respect thereto. Any such payment with respect to a Terminating Option 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 Option that is outstanding as of immediately prior to the Offer Closing and that is not a Terminating Option, will, without any action on the part of Intel, Purchaser, Mobileye, the holder thereof, or any other person, be converted into an option to purchase, subject to the same terms and conditions as applied to such Mobileye Option (including the same vesting schedule and terms regarding acceleration and forfeiture upon termination of employment or service) immediately prior to the Offer Closing, a number of shares of common stock (rounded down to the nearest whole share) of Intel equal to (w) the number of Shares subject to such Mobileye Option immediately prior to the Offer Closing multiplied by (x) the Equity Award Adjustment Ratio, with an exercise price per share (rounded up to the nearest whole cent) equal to (y) the exercise price per Share for which such Mobileye Option was exercisable immediately prior to the Offer Closing divided by (z) the Equity Award Adjustment Ratio. The terms and conditions applicable to certain of these Mobileye Options will be modified as agreed to by the parties on the date of the Purchase Agreement.

*Extraordinary General Meeting.* Mobileye has agreed to hold the EGM to:

- (a) provide information regarding the Offer;
- (b) adopt one or more resolutions effective upon the Acceptance Time to provide full and final discharge to each member of the Mobileye Board for their acts of management or supervision, as applicable, up to the date of the EGM, provided that such discharge will be limited by general principles of Dutch law, and provided further that if Purchaser, Intel, or any of their affiliates becomes a shareholder of Mobileye, neither they, nor any of their successors or assigns, shall assert any claim for liability against the directors in office immediately prior to the EGM based upon acts or omissions that have been disclosed to Purchaser or Intel or which are required to be taken under the Purchase Agreement;
- (c) adopt one or more resolutions effective upon the Offer Closing to appoint Purchaser-designated directors and to appoint non-executive directors who are independent from Intel and Purchaser (if such