

- (x) any action brought or threatened by shareholders of Mobileye (whether on behalf of Mobileye or otherwise) asserting allegations of breach of fiduciary duty or violations of securities laws in connection with the transactions contemplated by the Purchase Agreement;
- (xi) any action brought, or that could be brought, by any third party challenging the transactions contemplated by the Purchase Agreement; and
- (xii) any action expressly required to be taken pursuant to the Purchase Agreement, any action not taken because it was prohibited under the Purchase Agreement (so long as Mobileye requested in writing Intel's waiver or consent to take such action and Intel failed to provide such waiver or consent), or any action taken at the express written direction of Intel or Purchaser;

provided that with respect to subclauses (i), (ii), (iii), (iv), (v), (vii) and (ix), Intel or Purchaser must prove that such Effect disproportionately affects Mobileye and its subsidiaries, taken as a whole, compared to other similarly situated companies, and then, to the extent not otherwise excluded, only such incremental disproportionate impact or impacts will be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect.

Additionally, the Purchase Agreement provides, among other things, that Mobileye has represented that the Mobileye Board, at a meeting duly called and held, has unanimously (other than the executive directors, Professor Amnon Shashua and Mr. Ziv Aviram, who abstained, due to potential conflicts of interest) (a) determined that the Purchase Agreement and the transactions contemplated by the Purchase Agreement are in the best interests of Mobileye, its business and its shareholders, employees, and other relevant stakeholders, (b) approved and adopted the Purchase Agreement (including the execution, delivery, and performance of the Purchase Agreement) and the transactions contemplated by the Purchase Agreement, and (c) resolved, on the terms and subject to the conditions set forth in the Purchase Agreement, to support the Offer and the other transactions contemplated by the Purchase Agreement and to recommend acceptance of the Offer by the shareholders of Mobileye and to recommend approval and adoption of the shareholder approvals at the EGM (such recommendation, the "Mobileye Board Recommendation"), and that such recommendation is not conditional on works council consultation or approval; provided, however, that the Mobileye Board did not, and was not asked to, consider or approve (A) certain designated post-offer transactions or (B) the entry into of Tender and Support Agreements (as defined below) by Professor Shashua and Mr. Aviram.

In the Purchase Agreement, Intel and Purchaser have also made customary representations and warranties to Mobileye that are subject to specified exemptions and qualifications contained in the Purchase Agreement. Purchaser's representations and warranties are, in certain cases, modified by "knowledge," "materiality," and "Purchaser Material Adverse Effect." For purposes of the Purchase Agreement, "Purchaser Material Adverse Effect" means an Effect that prevents, materially impedes or materially delays the ability of Intel or Purchaser to perform its obligations under the Purchase Agreement or to consummate the transactions contemplated thereby.

Purchaser's representations and warranties include representations relating to, among other things: organization, valid existence and standing of Purchaser; corporate power and authority relative to the Purchase Agreement and the transactions contemplated by the Purchase Agreement; required governmental authorizations or filings or other consents and approvals; no violations of organizational documents; accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9; availability of sufficient funds to satisfy Purchaser's obligations under the Purchase Agreement; lack of ownership of Shares by Intel, Purchaser or their affiliates; and absence of litigation.

None of the representations and warranties contained in the Purchase Agreement will survive the Acceptance Time.

*Conduct of Mobileye Pending the Offer Closing.* From the date of the Purchase Agreement until the Offer Closing or the earlier termination of the Purchase Agreement in accordance with its terms, except as (a) expressly