

required or expressly contemplated by the Purchase Agreement, (b) set forth in the confidential disclosure letter that Mobileye delivered to Purchaser concurrently with the execution of the Purchase Agreement, (c) required by applicable law, or (d) requested or consented to in advance in writing by Intel (such consent not to be unreasonably withheld, conditioned, or delayed), Mobileye has agreed to, and to cause each of its subsidiaries to, (i) conduct its business in all material respects in the ordinary course of business consistent with past practice (or in a manner consistent with certain specified business collaboration arrangements) and (ii) use its commercially reasonable efforts to preserve intact its business organization. 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 (w) expressly required or expressly contemplated by the Purchase Agreement, (x) set forth in the confidential disclosure letter that Mobileye delivered to Purchaser concurrently with the execution of the Purchase Agreement, (y) required by applicable law, or (z) requested or consented to in advance in writing by Intel (such consent not to be unreasonably withheld, conditioned or delayed, and which consent will have been deemed given if Intel does not object in writing within three business days after a written request for consent regarding any of the matters described in clause (5)(A), (6), (8) (14)(A), (D) or (G), (16), (17) or (23) below), Mobileye will not, and will cause its subsidiaries not to:

1. amend, adopt any amendment or otherwise change or propose to change its articles of association (*statuten*), bylaws (*reglementen*) or equivalent organizational documents, or authorize or propose to do any of the foregoing;
2. (A) split, combine, subdivide, exchange, or reclassify any shares in its share capital or other equity interests, (B) declare, set aside or pay any dividend or other distribution in respect of its equity interests or authorize the issuance of any other securities in respect of or in substitution for its equity interests, except for dividends paid by any of its wholly owned subsidiaries to Mobileye or Mobileye's other wholly owned subsidiaries, (C) acquire or offer to acquire any securities of Mobileye or any of its subsidiaries, except as required by the terms of any Mobileye equity plan, (D) enter into any contract with respect to the voting or registration of its share capital, or (E) other than offers and sales pursuant to Form S-8 that are otherwise permitted under the Purchase Agreement, register the offer or sale of any class of debt or equity securities pursuant to the Securities Act, or otherwise subject any class of debt or equity securities to the periodic reporting requirements of the Exchange Act;
3. (A) issue, pledge, dispose, grant, transfer, encumber, deliver, or sell any shares of any securities of Mobileye or any of its subsidiaries, or authorize any of the foregoing, other than the issuance of any Shares upon the exercise of Mobileye Options or the settlement of Mobileye RSUs that are outstanding on the date of the Purchase Agreement or granted in accordance with the terms of the Purchase Agreement, in accordance with the terms of such Mobileye Options and Mobileye RSUs, or (B) adjust or amend the rights of, or any term of, any security of Mobileye (including Mobileye equity awards) or any of its subsidiaries;
4. (A) directly or indirectly acquire or agree to acquire any other entity or business or any assets (other than ordinary course purchases from vendors) or properties of any other entity or (B) make any investment in any other entity either by purchase of stock or securities, contributions to capital, or property transfers, except in each case for (I) acquisitions from wholly owned subsidiaries of Mobileye, (II) the purchase of equipment, supplies and inventory in the ordinary course of business consistent with past practice and (III) non-exclusive inbound licenses of intellectual property rights in the ordinary course of business consistent with past practice, except as otherwise prohibited under the Purchase Agreement;
5. sell, lease, license, transfer, divest, abandon, allow to lapse, dispose of, or otherwise mortgage, encumber or subject to any lien, to any entity (including any subsidiary of Mobileye) in a single transaction or series of related transactions any of its (A) assets, securities, properties, interests, or businesses, including the capital stock of Mobileye subsidiaries (other than Mobileye intellectual property), except (x) in the ordinary course of business consistent with past practice, (y) disposition