

23. agree or commit to (A) any fee, "profit sharing" payment, or other consideration in connection with any approval, consent, ratification, permission, waiver, or authorization from any entity relating to any contract or (B) provide any security interest with respect to any contract;
24. adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, recapitalization, merger, or other reorganization of Mobileye or its subsidiaries (other than wholly owned subsidiaries or in connection with the Post-Offer Reorganization);
25. enter into a new line of business outside of the existing business of Mobileye and its subsidiaries, taken as a whole; or
26. agree, resolve, or commit to do any of the foregoing.

*No Solicitation.* Mobileye has agreed (a) not to, (b) to cause its subsidiaries and its and their respective directors and officers not to, (c) to use its reasonable best efforts to cause their respective representatives not to, and (d) not to publicly announce any intention to, directly or indirectly,

- solicit, initiate, or knowingly facilitate, knowingly induce, or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal (as defined below);
- other than to disclose their non-solicitation obligations, enter into, continue, or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal; or
- execute or enter into any letter of intent, agreement in principle, acquisition agreement, or other contract (whether or not binding) with respect to an Alternative Acquisition Proposal.

Mobileye has also agreed to, and has also agreed to cause each of its subsidiaries and each of the representatives of Mobileye and its subsidiaries to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any person conducted prior to the date of the Purchase Agreement with respect to any Alternative Acquisition Proposal, and has agreed not to modify, amend or terminate, or waive, release or assign, any provisions of, any confidentiality or standstill agreement (or any similar agreement) to which Mobileye or any of its subsidiaries is a party relating to any such Alternative Acquisition Proposal and has agreed to enforce the provisions of any such agreement. Mobileye, however, will be permitted to release or waive any such standstill obligations solely to the extent necessary to permit the party referenced therein to submit an Alternative Acquisition Proposal to the Mobileye Board on a confidential basis conditioned upon such party agreeing that Mobileye will not be prohibited from providing any information to Intel and Purchaser regarding any such Alternative Acquisition Proposal in accordance with the terms of the Purchase Agreement.

If Mobileye receives an unsolicited, *bona fide* written Alternative Acquisition Proposal prior to the Offer Closing or the earlier termination of the Purchase Agreement in accordance with its terms, Mobileye may then take the following actions (but only if (a) the Mobileye Board determines in good faith, after consultation with its outside legal counsel, that the failure to do so would be inconsistent with Mobileye's directors' fiduciary duties under the laws of The Netherlands and (b) (i) the Mobileye Board determines in good faith, after consultation with its outside legal counsel and financial advisors, that such Alternative Acquisition Proposal constitutes, or would reasonably be expected to lead to, a Superior Proposal (as defined below) and (ii) the submission of such Alternative Acquisition Proposal did not result from or arise in connection with a breach of its non-solicitation obligations):

- furnish non-public information with respect to Mobileye and its subsidiaries to the person or group making such Alternative Acquisition Proposal, provided that,
  - prior to furnishing any such non-public information, it receives from such person or group an executed confidentiality agreement containing confidentiality terms at least as restrictive in the aggregate as the terms contained in the Confidentiality Agreement (as defined below), and which