

may not contain any exclusivity provision or other term that would restrict, in any manner, Mobileye's ability to consummate the transactions contemplated by the Purchase Agreement or to comply with its disclosure obligations to Intel and Purchaser pursuant to the Purchase Agreement, and

- prior to or contemporaneously with furnishing any such non-public information to such person or group, it furnishes such non-public information to Intel or Purchaser, to the extent it has not previously done so; and
- engage in discussions or negotiations with such person or group with respect to such Alternative Acquisition Proposal.

Mobileye is required to notify Purchaser as promptly as practicable (and in any event within 24 hours) after receipt of any Alternative Acquisition Proposal or any request for non-public information or any inquiry that would reasonably be expected to lead to any Alternative Acquisition Proposal, and to provide Intel and Purchaser with written notice of the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry, and the identity of the person or group making any such Alternative Acquisition Proposal, request or inquiry, if not previously provided pursuant to its non-solicitation obligations. Commencing upon the provision of any notice referred to above and continuing until such Alternative Acquisition Proposal, request or inquiry is withdrawn, (a) Mobileye (or its outside legal counsel) will keep Intel and Purchaser (or their outside counsel) informed on a reasonably current basis regarding the status and terms (other than immaterial terms) of discussions and negotiations relating to any such Alternative Acquisition Proposal, request or inquiry at the request of Intel or Purchaser and (b) Mobileye will, as promptly as practicable (and in any event within 24 hours following the receipt or delivery thereof), provide Intel and Purchaser (or their outside legal counsel) with unredacted copies of all written proposals or proposed transaction agreements (including all schedules and exhibits thereto) relating to any such Alternative Acquisition Proposal. Mobileye is also required to provide Intel and Purchaser with 48 hours' prior notice (or such lesser prior notice as is provided to members of the Mobileye Board) of any meeting of the Mobileye Board at which it is reasonably expected to consider any Alternative Acquisition Proposal. Any material amendment (including the form, amount and timing of payment of consideration) to any Alternative Acquisition Proposal will be deemed to be a new Alternative Acquisition Proposal for purposes of Mobileye's non-solicitation obligations.

For the purposes of the Purchase Agreement, an "Alternative Acquisition Proposal" means any inquiry, proposal, indication of interest, or offer from any third party relating to, or that would reasonably be expected to lead to, any of the following transactions:

- a transaction or series of transactions pursuant to which any third-party acquires or would acquire, directly or indirectly, beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of more than 20% of the outstanding Shares or other equity securities of Mobileye (or options, rights, or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 20% or more of the voting power of Mobileye, including pursuant to a stock purchase, merger, consolidation, tender offer, share exchange, or other transaction involving Mobileye or any of its subsidiaries;
- any transaction pursuant to which any third party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding equity securities of Mobileye subsidiaries and any entity surviving any merger or combination including any of them) of Mobileye or its subsidiaries representing 20% or more of the revenues, net income, or assets (in each case, on a consolidated basis) of Mobileye and its subsidiaries, taken as a whole; or
- other than transactions that have been disclosed by Mobileye prior to the date of the Purchase Agreement, any disposition of assets representing 20% or more of the revenues, net income or assets (in each case, on a consolidated basis) of Mobileye and its subsidiaries, taken as a whole.