

*Anti-Takeover Measures.* Mobileye and the Mobileye Board (and any applicable committees thereof) will take all actions within their power and authority necessary so no anti-takeover measures are or become applicable to the transactions contemplated by the Purchase Agreement. If any anti-takeover measure becomes applicable to any of the transactions contemplated by the Purchase Agreement, Mobileye and the Mobileye Board (and any applicable committees thereof) will grant such approvals and take such actions within their power and authority as are necessary, so that any such transactions may be consummated as promptly as practicable on the terms contemplated by the Purchase Agreement, as applicable, and otherwise act within their power and authority to eliminate such anti-takeover measures on such transactions.

*Obligations Regarding Asset Sale and Liquidation.* To the extent any such actions, transactions or matters are validly effected by Intel or Purchaser pursuant to the Purchase Agreement, and subject in the case of the Asset Sale, Liquidation and Second Step Distribution to the prior receipt of the Pre-Wired Asset Sale Ruling, Mobileye shall take all such steps and do all such things as are reasonably required to procure that the Asset Sale, the Liquidation, and the Second Step Distribution timely occur.

*Director and Officer Liability.* For six years after the Offer Closing, Intel shall cause Mobileye and its subsidiaries to indemnify and hold harmless the present and former directors or officers of Mobileye and its subsidiaries in respect of acts or omissions occurring at or prior to the Offer Closing and in connection with various transactions contemplated by the Purchase Agreement including the Asset Sale, the Liquidation, the Second Step Distribution, and the Tender and Support Agreements (as defined below), in each case to the fullest extent permitted by applicable law or provided under Mobileye's organizational documents in effect on the date of the Purchase Agreement.

For six years following the Offer Closing, Intel has agreed to obtain, or cause to be obtained, effective as of the Offer Closing, a "tail" policy for directors' and officers' and fiduciary liability insurance ("D&O Insurance") in respect of acts or omissions of Mobileye's directors and officers occurring at or prior to the Offer Closing, covering each person covered by the D&O Insurance immediately prior to the Offer Closing, on terms with respect to the coverage and amounts no less favorable than those of the D&O Insurance in effect on the date of the Purchase Agreement. If the aggregate annual premiums for such policies at any time during such period exceed 300% of the per year premium rate paid by Mobileye and its subsidiaries as of the date of the Purchase Agreement for such policies, then Intel will only be required to provide such coverage as will then be available at an annual premium equal to 300% of such rate.

*Employee Matters.* For a period beginning on the date of the Offer Closing and ending on the first anniversary of such date (or, such shorter period of employment, as the case may be), each Continuing Employee whose terms and conditions of employment are not governed by a collective bargaining, works council, or similar agreement will receive from Purchaser (or its applicable affiliate) compensation (including base salary and annual cash bonus opportunity) that is substantially comparable in the aggregate as to what such Continuing Employee was entitled to receive immediately prior to the date of the Offer Closing and benefits that are substantially comparable in the aggregate to either those benefits (excluding any equity or equity-based, defined benefit pension or retiree medical benefits) that are generally made available as of the date of the Purchase Agreement by Mobileye to such employees, or those benefits that are generally made available by Purchaser to similarly situated employees of Purchaser and its affiliates. Purchaser will cause Mobileye and its subsidiaries to honor the terms of any written collective bargaining agreement or similar agreements to which Mobileye or its subsidiaries are bound. Any Continuing Employee who incurs a termination of employment during the period beginning on the date of the Offer Closing and ending on the first anniversary of such date will be entitled to receive the severance payments and benefits that such Continuing Employee would have received from Mobileye and its affiliates under Mobileye's severance plans and policies or individual employment agreements made available to Purchaser, as in effect immediately prior to the Offer Closing. Continuing Employees will be credited with their years of service under the employee benefit plans of Purchaser (other than for purposes of benefit accruals under any defined benefit pension plan or for purposes of equity compensation vesting) and its subsidiaries providing benefits to any Continuing Employees after the date of the Offer Closing, to the extent