

Tender and Support Agreements

The following summary description of the Tender and Support Agreements (as defined below) and all other provisions of the Tender and Support Agreements discussed herein are qualified by reference to such Tender and Support Agreements, which have been filed as Exhibits (d)(4) and (d)(5) to the Schedule TO filed with the SEC in connection with the Offer and are incorporated herein by reference. The Tender and Support Agreements may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — “Certain Information Concerning Intel and Purchaser.” Shareholders and other interested parties should read the Tender and Support Agreements for a more complete description of the provisions summarized below.

Concurrently with the execution of the Purchase Agreement, in order to induce Intel and Purchaser to enter into the Purchase Agreement, Mobileye’s founders, Professor Amnon Shashua and Ziv Aviram (the “Founders”), entered into separate tender and support agreements with Intel and Purchaser (collectively, the “Tender and Support Agreements”). Shares owned by the Founders comprise, in the aggregate, approximately 7% of the outstanding Shares. Subject to the terms and conditions of the Tender and Support Agreements, the Founders have agreed, among other things, to tender their Shares in the Offer and to vote in favor of all matters to be approved by Mobileye shareholders at the EGM. The Founders have also agreed from the date of the Purchase Agreement until six months following any termination of the Purchase Agreement (a) not to tender their Shares or vote in favor of an Alternative Acquisition Proposal and (b) not to solicit competing proposals or transfer any of their Shares without the prior written consent of Intel (subject to certain permitted exceptions).

Non-Competition Agreement

The following summary description of the Non-Competition Agreement (as defined below) and all other provisions of the Non-Competition Agreement discussed herein are qualified by reference to such Non-Competition Agreement, which has been filed as Exhibit (d)(6) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Non-Competition Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — “Certain Information Concerning Intel and Purchaser.” Shareholders and other interested parties should read the Non-Competition Agreement for a more complete description of the provisions summarized below.

Concurrently with the execution of the Purchase Agreement, in order to preserve the value of and goodwill associated with the Shares being acquired and as a condition of and inducement to Intel’s and Purchaser’s willingness to enter into the Purchase Agreement, Professor Amnon Shashua entered into a non-competition agreement in favor of Intel (the “Non-Competition Agreement”).

Pursuant to the Non-Competition Agreement, if Professor Shashua’s separation from employment with Mobileye occurs within three years of the Offer Closing, then during the period beginning at the Offer Closing and ending on the date that is 18 months after Professor Shashua’s separation from employment with Mobileye (the “Restricted Period”), Professor Shashua will be bound by covenants not to compete with Intel, not to disparage Mobileye, Intel, or any of their affiliates, and not to solicit the employees of Intel, Mobileye, or their affiliates.

Specifically, pursuant to the covenant not to compete in the Non-Competition Agreement, during the Restricted Period, Professor Shashua will not: (a) engage in research, development or commercialization of any technologies, products, or services that are competitive with Mobileye’s business anywhere that Mobileye is currently engaged in, or targeting to engage in, its business, including in the United States and Israel; (b) have an ownership or financial interest in any person or entity engaged in Mobileye’s business anywhere that Mobileye is currently engaged in, or targeting to engage in, its business, including in the United States and Israel, other than an up to a 1% passive ownership interest in a publicly traded company; (c) take any action with the objective of, or that would reasonably be expected to result in interfering with or negatively affecting Intel’s business; (d) solicit or attempt to solicit the business of any person or entity that is, or was within the 12 months prior to