

non-tendering Mobileye shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code (the “DCC”). In the Compulsory Acquisition proceeding, while we will request that the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater than, equal to or less than the Offer Consideration, with such price potentially being increased by Dutch Statutory Interest. The non-tendering Mobileye shareholders do not have the right to commence a Compulsory Acquisition proceeding to oblige us to buy their Shares.

See Section 17 —“Appraisal Rights.”

What will happen to my equity awards in the Offer?

At the Offer Closing, each restricted share unit issued by Mobileye pursuant to a Mobileye equity compensation plan (each, a “Mobileye RSU”) that is outstanding as of immediately prior to the Offer Closing and either (a) held by a person other than an employee who continues his or her employment with Mobileye or any of its subsidiaries at the Offer Closing (a “Continuing Employee”), whether vested or unvested, (b) vested in accordance with the terms of the applicable Mobileye equity compensation plan and award agreement evidencing such Mobileye RSU as of immediately prior to the Offer Closing and for which Shares have not yet been issued, (c) that, in the absence of the Offer and the other transactions contemplated by the Purchase Agreement, would become vested within two years following the Offer Closing and are held by a Continuing Employee whose employment or service with Mobileye commenced prior to the date of the Purchase Agreement or (d) is subject to accelerated vesting solely as a result of the completion of the Offer and the other transactions contemplated by the Purchase Agreement in accordance with the terms thereof (each, a “Terminating RSU”), will, without any action on the part of Intel, Purchaser, Mobileye, the holder thereof or any other person, be accelerated and converted into and will become a right to receive an amount in cash, without interest, equal to the product obtained by multiplying (x) the Offer Consideration by (y) the total number of Shares subject to such Mobileye RSU. Any such payment with respect to a Terminating RSU shall be subject to all applicable federal, state and local tax withholding requirements, and, with respect to Israeli employees, in accordance with the terms and conditions of the Israel Equity Tax Ruling (as defined below), if obtained.

At the Offer Closing, each Mobileye RSU that is outstanding as of immediately prior to the Offer Closing and that is not a Terminating RSU will, without any action on the part of Intel, Purchaser, Mobileye, the holder thereof or any other person, be converted into an equity award subject to the same terms and conditions applicable to such Mobileye RSU (including the same vesting schedule and terms regarding acceleration and forfeiture upon termination of employment or service) immediately prior to the Offer Closing with respect to a number of shares of common stock (rounded down to the nearest whole share) of Intel equal to (a) the number of Shares subject to such Mobileye RSU immediately prior to the Offer Closing multiplied by (b) the quotient obtained by dividing (x) the Offer Consideration by (y) the average closing price of the common stock of Intel on the NASDAQ for the five consecutive trading days ending on the trading day immediately preceding the date of the Offer Closing (such quotient, the “Equity Award Adjustment Ratio”). The terms and conditions applicable to certain of these Mobileye RSUs will be modified as agreed to by the parties on the date of the Purchase Agreement.

At the Offer Closing, each option to acquire Shares granted by Mobileye pursuant to a Mobileye equity compensation plan (each, a “Mobileye Option”) that is outstanding as of immediately prior to the Offer Closing and either (a) held by a person other than a Continuing Employee, whether vested or unvested, (b) held by a person identified by the parties on the date of the Purchase Agreement, whether vested or unvested, (c) vested in accordance with the terms of the applicable Mobileye equity compensation plan and award agreement evidencing such Mobileye Option as of immediately prior to the Offer Closing, (d) that, in the absence of the Offer and the other transactions contemplated by the Purchase Agreement, would become vested within two years following the Offer Closing and are held by a Continuing Employee whose employment or service with Mobileye commenced prior to the date of the Purchase Agreement, or (e) is subject to accelerated vesting solely as a result