

necessary to comply with applicable law is made available to Mobileye shareholders in advance of the EGM (and any subsequent EGM) or (y) to solicit additional proxies in favor of the approvals set forth in the Purchase Agreement. In the event the EGM is cancelled and reconvened, Mobileye will reconvene the EGM or such subsequent EGM on a date scheduled by mutual agreement of Mobileye, Purchaser, and Intel acting reasonably, as soon as practicable following the date of such cancellation but, in any event, no later than the day that is thirty-five (35) days following the date of such cancellation (or, in the case of any subsequent EGM, a date that will be prior to the date of the Expiration Time).

*Directors.* Intel, Purchaser and Mobileye will use their respective reasonable best efforts to ensure that the Mobileye Board will, upon the Offer Closing, be composed of at least seven directors, at least five of whom will be designated by Purchaser in writing prior to convening the EGM, and two of whom will at all times be independent from Purchaser (the “Independent Directors”). The initial Independent Directors will be current non-executive directors of Mobileye, to the extent that they shall agree to serve on the Mobileye Board after the Offer Closing. Each Independent Director will resign from the Mobileye Board upon the earliest of (a) such time after the Acceptance Time as Purchaser and its affiliates, in the aggregate, own 100% of the issued and outstanding Shares and (b) the Second Step Distribution being paid in full and completion of the Liquidation.

*Post-Offer Reorganization.* As promptly as practicable following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), Intel or Purchaser may effectuate, or cause to be effectuated, the Post-Offer Reorganization of Mobileye and its subsidiaries, which may include, at Purchaser’s election (a) subject to receipt of the Pre-Wired Asset Sale Ruling, the Asset Sale; (b) subject to receipt of the Pre-Wired Asset Sale Ruling, the Asset Sale together with, and conditioned upon, the Liquidation and the Second Step Distribution; (c) subject to receipt of the Pre-Wired Asset Sale Ruling, the Liquidation, and the Second Step Distribution; (d) if permissible under applicable law, the commencement by Purchaser of the Compulsory Acquisition; (e) an election by Mobileye pursuant to U.S. Treasury Regulations Section 301.7701-3 to be classified as a partnership or as a disregarded entity for U.S. federal tax purposes, as reasonably determined by Intel or Purchaser; (f) the exercise of the Call Option; (g) a statutory legal merger (*juridische fusie*) in accordance with Article 2:309 *et seq.* of the DCC between Mobileye (as the disappearing company) and Purchaser (as the acquiring company), pursuant to which merger the shareholders of Mobileye shall receive shares of Purchaser (“Buyer Shares”), cash or receivables in accordance with Article 2:325 of the DCC (or a mix of any of the foregoing), upon which merger the holders of the Buyer Shares shall be granted the right to exchange Buyer Shares with Intel or one of its affiliates, for securities of Intel at any time before a date to be set by Intel or Purchaser, after which date the Buyer Shares shall be redeemed; (h) a statutory (cross-border or domestic) legal (bilateral or triangular) merger (*juridische (driehoeks-)fusie*) in accordance with Article 2:309 *et seq.* of the DCC between Mobileye, Purchaser, or any affiliate of Intel; (i) a statutory legal (bilateral or triangular) demerger (*juridische (driehoeks-) splitsing*) of Mobileye in accordance with Article 2:334a *et seq.* of the DCC; (j) a contribution of cash and/or assets by Purchaser, Intel, or by any affiliate of Intel in exchange for ordinary shares in Mobileye’s share capital, in which circumstances the preemptive rights (*voorkeursrechten*), if any, of the minority shareholders of Mobileye could be excluded; (k) a sale and transfer of assets and liabilities (i) by Mobileye or a subsidiary of Mobileye to Purchaser, Intel, or an affiliate of Intel, or (ii) by Purchaser, Intel, or any affiliate of Intel to Mobileye or any subsidiary of Mobileye, on terms substantially similar to the terms agreed for the Asset Sale to the extent this relates to substantially all of the assets and liabilities of Mobileye and its subsidiaries; (l) a distribution of proceeds, cash and/or assets to the shareholders of Mobileye or share buybacks; (m) a dissolution and/or liquidation of Mobileye; (n) a subsequent public offer for any Shares held by the minority shareholders of Mobileye; (o) a conversion of Mobileye into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid* or *B.V.*) under Dutch law; (p) any transactions between Mobileye, on the one hand, and Intel or Purchaser, on the other hand, or their respective affiliates, at terms that are not at arm’s length; (q) any transaction, including a sale and/or transfer of any material asset, between Mobileye and its affiliates or between Mobileye, on the one hand, and Intel or Purchaser, on the other hand, or their respective affiliates, with the objective of utilizing any carry forward tax losses available to Mobileye, Intel, Purchaser, or any of their respective affiliates; (r) any transactions, restructurings, share issues, procedures, and/or proceedings in relation to Mobileye and/or one or more of its affiliates required to effect the aforementioned