

- (b) subject to clause (c) below, the Mobileye Board will have determined to effect an Adverse Recommendation Change or to terminate the Purchase Agreement in order to enter into the alternative acquisition agreement, and Mobileye will have:
- provided Intel and Purchaser four business days' prior written notice, which will state expressly:
    - that Mobileye has received a Superior Proposal, and
    - the material terms and conditions of the Superior Proposal (including the consideration offered therein and the identity of the person or group making the Superior Proposal); and
  - contemporaneously provided an unredacted copy of the alternative acquisition agreement and all other documents (other than immaterial documents) related to the Superior Proposal (it being understood and agreed that any amendment to the financial terms or any other material term or condition of such Superior Proposal will require a new notice and a new four business day period); and
  - prior to making such an Adverse Recommendation Change or terminating the Purchase Agreement, to the extent requested by Intel and Purchaser, engaged in good faith negotiations with Intel and Purchaser during such four business day period to amend the Purchase Agreement in such a manner that the alternative acquisition agreement ceases to constitute a Superior Proposal; and
- (c) the Mobileye Board will have determined, in good faith, after consultation with its outside legal counsel and financial advisors, that, in light of such Superior Proposal and taking into account any revised terms proposed by Intel and Purchaser, such Superior Proposal continues to constitute a Superior Proposal and that the failure to make such Adverse Recommendation Change or to so terminate the Purchase Agreement, as applicable, would be inconsistent with Mobileye's directors' fiduciary duties under the laws of The Netherlands.

In addition, the Mobileye Board may, at any time prior to the Expiration Time, make an Adverse Recommendation Change or authorize, resolve, agree or publicly propose to take any such action upon the occurrence of an Intervening Event (as defined below) only if all of the following conditions are met:

- (a) Mobileye will have:
- provided Intel and Purchaser four business days' prior written notice, which will:
    - set forth in reasonable detail information describing the Intervening Event and the rationale for the Adverse Recommendation Change; and
    - state expressly that, subject to clause (ii) below, the Mobileye Board has determined to effect an Adverse Recommendation Change; and
  - prior to making such an Adverse Recommendation Change, to the extent requested by Intel and Purchaser, engaged in good faith negotiations with Intel and Purchaser during such four business day period to amend the Purchase Agreement in such a manner that the failure of the Mobileye Board to make an Adverse Recommendation Change in response to the Intervening Event in accordance with clause (ii) below would no longer be inconsistent with Mobileye's directors' fiduciary duties under the laws of The Netherlands; and
- (b) the Mobileye Board will have determined in good faith, after consultation with its outside legal counsel and financial advisors, that in light of such Intervening Event and taking into account any revised terms proposed by Intel and Purchaser, the failure to make an Adverse Recommendation Change would be inconsistent with Mobileye's directors' fiduciary duties under the applicable laws of The Netherlands.

For purposes of the Purchase Agreement, the term "Intervening Event" means an event, development or change in circumstances occurring, arising, or first coming to the attention of the Mobileye Board after the date