

such solicitation, a customer or client of Intel, for the purpose of selling any products or services that are competitive with Mobileye's business; (e) solicit or attempt to solicit any employee or any other service provider of Intel or any of its related entities to terminate employment or engagement with Intel, or otherwise adversely affect such individual's relationship; or (f) encourage any employee or other service provider of Intel or any of its related entities to engage in any action in which Professor Shashua would, under the provisions of the Non-Competition Agreement, be prohibited from engaging.

Moreover, during the Restricted Period, Professor Shashua must first notify Intel before commencing employment or engagement as a consultant, contractor or partner with any third party (or interviewing for such a position), and must furnish such new employer or service recipient with a copy of the Non-Competition Agreement.

Employment Agreement Addendum

The following summary description of the Employment Agreement Addendum (as defined below) and all other provisions of the Employment Agreement Addendum discussed herein are qualified by reference to such Employment Agreement Addendum, which has been filed as Exhibit (d)(7) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Employment Agreement Addendum 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 Employment Agreement Addendum for a more complete description of the provisions summarized below.

Concurrently with the execution of the Purchase Agreement, Professor Shashua entered into an addendum to his employment agreement with Mobileye Vision Technologies Ltd. (the "Employment Agreement Addendum"), which will become effective upon Mobileye's becoming an indirect, wholly owned subsidiary of Purchaser (the "Acquisition"). Pursuant to the Employment Agreement Addendum, rather than receiving the benefit of acceleration of certain outstanding and unvested Mobileye Options and Mobileye RSUs in connection with the transactions contemplated by the Purchase Agreement, Professor Shashua agreed to a revised vesting schedule pursuant to which (a) no such Mobileye Options or Mobileye RSUs will vest prior to the third anniversary of the Acquisition, (b) 50% of such Mobileye Options and Mobileye RSUs will vest upon the third year anniversary of the Acquisition, and (c) the remaining 50% of such Mobileye Options and Mobileye RSUs will vest on the fourth year anniversary of the Acquisition, subject, in each case, to Professor Shashua's continued employment by Mobileye or an affiliate of Intel through the applicable vesting date. However, in the event that, following the Acquisition, Professor Shashua's employment is terminated by Mobileye for any reason other than cause (as defined in his employment agreement), or Professor Shashua resigns under circumstances constituting a deemed dismissal (as defined in his employment agreement), including, but not limited to, the requirement that Professor Shashua report to anyone other than Intel's chief executive officer, any unvested Mobileye Options and Mobileye RSUs held by Professor Shashua will immediately vest.

12. Purpose of the Offer; Plans for Mobileye.

Purpose of the Offer. The purpose of the Offer is for Purchaser to acquire all of Mobileye's outstanding equity interests so that Purchaser will own and control all of Mobileye's business, operations and assets. The purpose of the Post-Offer Reorganization is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer and the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period). If the Offer Closing occurs, Purchaser may elect to consummate the Post-Offer Reorganization as described below.

Following the Acceptance Time, Purchaser will provide for the Subsequent Offering Period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act and in accordance with the Purchase Agreement. In the event that prior to the expiration of the Subsequent Offering Period, Purchaser or one of its affiliates elects to exercise the Call Option or effectuate the Asset Sale, Purchaser will extend the Subsequent Offering Period for the Minority Exit Offering Period of at least five business days. The purpose of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period) is to offer to acquire outstanding Shares that were not tendered pursuant to the Offer.