

and other regulatory matters; absence of litigation; real property; intellectual property matters, including software, IT systems, and data privacy; tax matters; employee benefit plan matters; labor and employment matters; environmental matters; material contracts; finders' and brokers' fees and expenses; the opinion of Mobileye's financial advisor with respect to the fairness of the Offer Consideration; insurance; transactions with affiliates; anti-takeover measures; and the accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9.

The representations and warranties in the Purchase Agreement made by Mobileye are, in certain cases, modified by "knowledge," "materiality" and "Company Material Adverse Effect" qualifiers. For purposes of the Purchase Agreement, with respect to Mobileye, "knowledge" means the actual knowledge of certain employees of Mobileye, after reasonable inquiry of the persons who would reasonably be expected to have actual knowledge of the applicable matter. For purposes of the Purchase Agreement, "Company Material Adverse Effect" means any fact, change, event, development, occurrence, or effect (each, an "Effect") that (a) materially adversely affects the business, assets, results of operations, or financial condition of Mobileye and its subsidiaries, taken as a whole, or (b) prevents or materially impairs the ability of Mobileye to consummate the transactions contemplated by the Purchase Agreement. Clause (a) of the definition of Company Material Adverse Effect excludes:

- (i) general economic conditions (or changes in such conditions) in the United States, The Netherlands, Israel, or any other country or region in the world in which Mobileye or its subsidiaries conduct business, or conditions in the global economy in general;
- (ii) changes in any financial, debt, credit, capital, banking, or securities markets or conditions;
- (iii) changes in interest, currency, or exchange rates or in the price of any commodity, security, or market index;
- (iv) changes after the date of the Purchase Agreement in applicable law, including any tax law, or the enforcement or interpretation thereof, or in generally accepted accounting principles of the United States of America ("GAAP") or other applicable accounting standards (or the enforcement or interpretation thereof);
- (v) changes in Mobileye's and its subsidiaries' industries in general;
- (vi) any change in the market price, trading volume, or ratings of any securities or indebtedness of Mobileye or any of its subsidiaries, any change of the ratings or the ratings outlook for Mobileye or any of its subsidiaries by any applicable rating agency and the consequences of such ratings or outlook decrease, or failure of Mobileye to meet, or the publication of any report regarding, any internal or public projections, forecasts, guidance, budgets, predictions, or estimates of or relating to Mobileye or any of its subsidiaries (it being understood that the underlying facts and circumstances giving rise to such change or failure may, if not otherwise excluded, may be taken into account in determining whether a Company Material Adverse Effect has occurred or will occur);
- (vii) the continuation, occurrence, escalation, outbreak or worsening of any hostilities, war, police action, acts of terrorism, sabotage, or military conflicts, whether or not pursuant to the declaration of an emergency or war;
- (viii) the execution and delivery of the Purchase Agreement or the announcement or pendency of the transactions contemplated by the Purchase Agreement (including by reason of the identity of Purchaser), including the impact thereof on the relationships, contractual or otherwise, of Mobileye and its subsidiaries with employees, customers, vendors, landlords, suppliers, or partners (including the termination, suspension, modification, or reduction of such relationships);
- (ix) the existence, occurrence or continuation of any force majeure events, including natural or manmade disasters, any epidemic, pandemic, or other similar outbreak or any other national, international, or regional calamity;