

12. except for loans to employees made in the ordinary course of business consistent with past practice in an aggregate amount not to exceed \$100,000 outstanding for all employees at any time, make any loans, advances or capital contributions to, or investments in, any other person or entity (other than loans, advances or capital contributions among Mobileye and any of its wholly owned subsidiaries and capital contributions to or investments in its wholly owned subsidiaries), in each case in the ordinary course of business consistent with past practice;
13. incur, create, assume or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or rights to acquire any debt securities of Mobileye or any of its subsidiaries, guarantee any such indebtedness or any debt securities of another person or entity, enter into any "keep well" or other agreement to maintain any financial statement condition of another person or entity (in each case, directly, contingently or otherwise), or amend, modify, refinance, or agree to do any of the foregoing, in each case, other than (A) in consultation with Intel, indebtedness not in excess of \$1,000,000 in the aggregate or (B) indebtedness incurred between Mobileye and any of its wholly owned subsidiaries or between any of such wholly owned subsidiaries or guarantees by Mobileye of indebtedness of any wholly owned subsidiary of Mobileye, in each case in the ordinary course of business consistent with past practice;
14. except as required by the terms of a listed Mobileye benefit plan, (A) increase the compensation or benefits of any current or former company service provider, (B) grant any equity (or equity-based) award to any current or future company service provider, other than grants of Mobileye RSUs in the ordinary course of business consistent with past practice to employees hired after the date of the Purchase Agreement that do not exceed a maximum total value of \$20,000,000 in the aggregate during each subsequent six-month period following the date of the Purchase Agreement, and, provided that the award agreements evidencing such Mobileye RSUs shall not contain vesting acceleration provisions, (C) grant any rights to severance, termination pay, retention or change in control benefits to any current or future company service provider, (D) pay or award any bonus or incentive compensation (including any discretionary cash payments) to any current or future company service provider, (E) establish, adopt, enter into or amend any benefit plan (or any award granted under any benefit plan) or any arrangement that would be a benefit plan were it in existence on the date of the Purchase Agreement, except as permitted pursuant to the Purchase Agreement, (F) take any action to amend or waive any performance or vesting criteria or accelerate the payment, funding, vesting, or lapsing of restrictions with respect to any compensation, benefits, equity-based compensation (including, without limitation, any equity awards, except as otherwise required by the terms of such equity award), incentive compensation, or the forgiveness of indebtedness of any loan, (G) communicate with company service providers regarding the compensation, benefits or other treatment they will receive following the date of the Offer Closing, unless such communications are consistent with the terms provided in the Purchase Agreement and, if in writing, such communications have been reviewed by Intel and Purchaser, (H) hire, promote, or terminate (other than termination for "cause") any company service provider, other than the hiring of employees in positions below the vice-president level in the ordinary course of business consistent with past practice whose total annual base compensation does not exceed \$130,000, (I) enter into any employment or consulting agreement or arrangement with any company service provider except for arrangements with new hires (x) entered into in the ordinary course of business that are terminable at will or (y) consistent with Mobileye's past practice with respect to notice periods, termination payments and similar provisions where at-will employment is not permitted by applicable law, as long as such agreements or arrangements do not contain severance or change in control provisions, (J) create any retention-related pools of cash, shares, or other assets or property, (K) cause the funding of any rabbi trust or similar arrangement or take any action to fund or in any other way secure the payment of compensation or benefits under any benefit plan, (L) enter into any collective bargaining agreement or other agreement with a labor union, works council or similar organization, (M) change any actuarial or other assumptions used to calculate funding obligations with respect to any benefit plan, except in accordance with applicable accounting principles and applicable law or (N) waive or materially amend any restrictive covenant entered into by any company service provider;