

For the purposes of the Purchase Agreement, a “Superior Proposal” means a *bona fide* written Alternative Acquisition Proposal that is binding (subject only to the valid termination of the Purchase Agreement) on the offeror, that did not result from a breach of Mobileye’s non-solicitation obligations and that the Mobileye Board has determined in good faith (after consultation with its outside legal counsel and financial advisors), taking into account all legal, financial, regulatory, financing, certainty, timing, and other relevant aspects of the proposal, and the person making the proposal:

- provides for a purchase price per Share in cash that is at least \$6.354 higher than the Offer Consideration;
- is more favorable to Mobileye and its shareholders, employees and other stakeholders than the transactions contemplated by the Purchase Agreement;
- is reasonably likely to be consummated; and
- to the extent third party financing is required, such financing is then fully committed.

For purposes of the definition of “Superior Proposal,” each reference in the definition of “Alternative Acquisition Proposal” to “20%” will be deemed to be a reference to “50%.”

Mobileye has agreed that the Mobileye Board, or any committee of the Mobileye Board, will not directly or indirectly:

- (a) withhold, withdraw, qualify, amend or modify, or publicly propose to withhold, withdraw, qualify, amend or modify, the Mobileye Board Recommendation or fail to make, or include in the applicable Mobileye disclosure documents, the approval, adoption, recommendation, or declaration of advisability by the Mobileye Board or any committee thereof, of the Purchase Agreement, of the Offer or any of the other transactions contemplated by the Purchase Agreement, or make any public statement inconsistent with the Mobileye Board Recommendation;
- (b) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Alternative Acquisition Proposal; or
- (c) publicly make any recommendation in connection with an Alternative Acquisition Proposal other than a recommendation against such proposal;

(any action described in clauses (a) through (c) above, an “Adverse Recommendation Change”).

In addition, Mobileye has agreed that neither the Mobileye Board, nor any committee of the Mobileye Board, will directly or indirectly, approve or recommend, or publicly propose to approve or recommend, or allow Mobileye or any of its affiliates to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement, or other similar contract (other than a confidentiality agreement pursuant to the no solicitation covenant) (a) relating to any Alternative Acquisition Proposal or any offer or proposal that would reasonably be expected to lead to an Alternative Acquisition Proposal or (b) requiring it (or that would require it) to abandon, terminate, or fail to consummate the transactions contemplated by the Purchase Agreement.

Solely in response to a Superior Proposal received after the date of the Purchase Agreement, the Mobileye Board may, at any time prior to the Expiration Time, make an Adverse Recommendation Change or validly terminate the Purchase Agreement to enter into a definitive agreement with respect to such Superior Proposal or authorize, resolve, agree, or publicly propose to take any such action, only if all of the following conditions are met:

- (a) Mobileye has not breached any of its obligations under the no solicitation covenant (where such breach proximately caused such Superior Proposal being received by Mobileye);