

of the Purchase Agreement and prior to the Expiration Time, that has not arisen as a result of any actions taken by Mobileye in breach of the Purchase Agreement, which causes the Mobileye Board to determine in good faith (after consultation with its outside legal counsel and financial advisors) that the failure to make an Adverse Recommendation Change would be inconsistent with Mobileye's directors' fiduciary duties under the laws of The Netherlands, provided that in no event will the receipt, existence, or terms of an Alternative Acquisition Proposal, or any matter relating thereto or consequence thereof, constitute an Intervening Event.

Unless the Purchase Agreement is terminated pursuant to its terms, neither Mobileye nor the Mobileye Board (or any committee thereof) shall take any action to make the provisions of any "fair price," "business combination," "control share acquisition" or other state takeover statute or similar law inapplicable to any transactions contemplated by an Alternative Acquisition Proposal.

The Purchase Agreement does not prohibit Mobileye or the Mobileye Board from taking and disclosing to Mobileye shareholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act (or any similar communication to shareholders in connection with the making or amendment of a tender offer or exchange offer). However, any such disclosure will be deemed an Adverse Recommendation Change unless the Mobileye Board expressly publicly reaffirms its recommendation.

*Compensation Arrangements.* Prior to the Offer Closing, Mobileye will take all steps that may be required, necessary or advisable to cause each benefit plan or similar arrangement that has been or after the date of the Purchase Agreement will be entered into by Mobileye or any of its subsidiaries with any of its directors, officers or employees pursuant to which consideration is payable to any director, officer or employee to be approved by the Compensation Committee of the Mobileye Board as an "employment compensation, severance or other employee benefit arrangement" within the meaning of Rule 14d-10(d)(2) promulgated under the Exchange Act and to satisfy the requirements of the non-exclusive safe harbor set forth in Rule 14d-10(d) promulgated under the Exchange Act. At the time of the taking of such steps described in this provision, the Compensation Committee of the Mobileye Board will be composed solely of "independent directors" within the meaning of Rule 14d-10(d)(2) promulgated under the Exchange Act and the instructions thereto.

*Israel Tax Rulings.* Mobileye (which is a tax resident of Israel) has agreed, as soon as reasonably practicable after the execution of the Purchase Agreement, in consultation with Intel and Purchaser, to prepare and file with the ITA applications for rulings in form and substance reasonably acceptable to Intel and Purchaser, (a) confirming the treatment of payments of various Mobileye equity awards subject to Section 102 of the Ordinance ("Section 102") in connection with the Purchase Agreement (the "Israel Equity Tax Ruling"), (b) for the Israel Withholding Tax Ruling (which ruling has already been obtained), and (c) for the Pre-Wired Asset Sale Ruling (clauses (a)-(c) together, the "Israel Tax Rulings"). Mobileye will use all reasonable best efforts to promptly take, or cause to be taken, after prior coordination and consultation with Intel and Purchaser or their respective representatives, all action and to do, or cause to be done, all things necessary, proper or advisable under any applicable law to obtain the Israel Tax Rulings as promptly as practicable after the date of the Purchase Agreement. In the event that it becomes apparent that the Israel Equity Tax Ruling will not be received prior to the Offer Closing, Mobileye will cause its Israeli subsidiary to obtain prior to the Offer Closing an interim tax ruling confirming that the Offer Closing shall not adversely affect the tax status or trigger Israeli withholding tax requirements with respect to any payments or exchanges made with respect to Mobileye equity awards subject to Section 102 (which ruling may be subject to customary conditions regularly associated with such a ruling).

*Delisting.* Mobileye has agreed that prior to the Acceptance Time, Mobileye will cooperate with Intel and Purchaser and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable laws and rules and policies of the NYSE to cause the delisting of Mobileye and the Shares from the NYSE as promptly as practicable after the Offer Closing and the de-registration of the Shares under the Exchange Act as promptly as practicable after such delisting.