

permitted under the terms of such applicable benefit plans, to the same extent as such Continuing Employees were entitled to credit for such service under any similar benefit plan in which the Continuing Employees participated or were eligible to participate immediately prior to the date of the Offer Closing, to the extent that there is no duplication of benefits.

*Availability of Funds.* At the Offer Closing, Intel and Purchaser will have available to them all funds necessary to enable Purchaser to consummate the Offer and the other transactions contemplated by the Purchase Agreement and to satisfy all of Purchaser's obligations under the Purchase Agreement, including to pay the aggregate Offer Consideration and to pay all amounts required to consummate the transactions contemplated by the Purchase Agreement.

*Regulatory Approvals; Efforts.* Mobileye, Intel, and Purchaser have agreed to use their respective reasonable best efforts to consummate and make effective the transactions contemplated by the Purchase Agreement, including by (a) promptly obtaining all authorizations, consents, orders, and approvals from any governmental authority or other entities that may be, or become, necessary to consummate the transactions contemplated by the Purchase Agreement, (b) taking all actions that may be requested by any such governmental authority to obtain such authorizations, consents, orders, and approvals, and (c) avoiding any legal orders, or dissolution of any such legal orders, that would have the effect of preventing or materially delaying the consummation of the transactions contemplated by the Purchase Agreement. These efforts include, but are not limited to, (i) filing a Notification and Report Form pursuant to the HSR Act as promptly as practicable following the date of the Purchase Agreement, (ii) making all other required filings with respect to other required antitrust approvals, as agreed by Mobileye, Intel, and Purchaser under the terms of the Purchase Agreement, and (iii) responding as promptly as practicable to any inquiries or requests received from the Federal Trade Commission or the Department of Justice for additional information or documentation and any inquiries or requests received from any state attorney general, foreign antitrust, or competition authority or other governmental authority in connection with antitrust or related matters.

Mobileye, Intel, and Purchaser will consult and cooperate with one another and consider in good faith the views of one another in connection with any proceedings relating to antitrust laws, and each will provide to the other, in advance, any written analyses, presentations, memoranda, briefs, and proposals made or submitted to any governmental authority in connection with such proceedings. Either party may limit the disclosure of commercially sensitive portions of such materials to the outside counsel and consultants of the other party.

Mobileye, Intel, and Purchaser will give each other prompt notice of any pending or threatened request, inquiry, or other action brought by a governmental authority, or brought by a third party to a governmental authority, in respect of the transactions contemplated by the Purchase Agreement (an "Antitrust Investigation"). To the extent permitted by applicable law and other applicable limitations (including the preservation of attorney-client privilege), each party will use its reasonable best efforts to keep the other parties informed of the status of any Antitrust Investigation, promptly notify each other of any communications (other than non-material communications) received from any governmental authority regarding the transactions contemplated by the Purchase Agreement and consult with each other in advance and consider in good faith each other's views in connection with any such Antitrust Investigation, including by providing the other party reasonable opportunity to comment on any analysis, memorandum, or other presentation made or submitted to any such governmental authority.

Mobileye, Intel, and Purchaser will promptly furnish to each other all information required to be included in any application or filing made in connection with applicable antitrust laws. Each party will have the right to review and, to the extent practicable, to be consulted in good faith on any information relating to it or its affiliates that might appear in any such applications or filings, and its comments will be considered by the other party. In the case of confidential or proprietary information of a providing party contained in such applications or filings, disclosure of such information may be limited to other party's outside legal counsel, and such outside legal counsel will not disclose such information to the other party and will enter into a customary joint defense agreement, if requested. In the case of information relating to valuation, such information may be withheld or redacted.