

- if Intel or Purchaser breaches any of its representations or warranties or failure to perform any covenant or agreement set forth in the Purchase Agreement, which breach or failure would result in any of the conditions to the Offer not being satisfied and such breach or failure cannot be or has not been cured by the earlier of the second business day prior to the End Date or 30 days after receipt by Intel of written notice of such breach or failure (a “Purchaser Breach Termination”), provided that a Purchaser Breach Termination will not be available if Mobileye is in material breach of its obligations under the Purchase Agreement.

*Effect of Termination.* If the Purchase Agreement is validly terminated in accordance with its terms, notice of such termination will be given to the non-terminating party or parties, the Purchase Agreement will become void and of no further effect, with no liability remaining on the part of any party to the Purchase Agreement (or any director, officer, employee, shareholder, representative, agent, or advisor of any party). In no event will any such termination relieve any party to the Purchase Agreement from its obligations under the Confidentiality Agreement and under the Purchase Agreement (a) restricting public disclosure of the transactions contemplated by the Purchase Agreement and (b) certain other provisions regarding termination and other miscellaneous provisions. In no event will either party to the Purchase Agreement be relieved of any liability for damages resulting from such party’s fraud or willful and intentional breach of the Purchase Agreement prior to its termination.

*Governing Law, Exclusive Forum.* The Purchase Agreement will be governed by and construed in accordance with Delaware law, except that any matters concerning or implicating the Mobileye Board’s fiduciary duties will be governed by and construed in accordance with the applicable fiduciary duty laws of The Netherlands. Each of Purchaser and Mobileye (a) irrevocably and unconditionally submits to the personal jurisdiction of the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then of the United States District Court for the District of Delaware, or if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then of any Delaware state court sitting in New Castle County) and any appellate court from any of such courts (the “Chosen Courts”), (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any actions arising in connection with or relating to the Purchase Agreement and the transactions contemplated thereby will be brought, tried, and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum, and (e) agrees that it will not bring any action relating to the Purchase Agreement or the transactions contemplated thereby in any court other than the Chosen Courts.

*Specific Performance.* The parties to the Purchase Agreement have agreed that irreparable damage would occur if any provision of the Purchase Agreement was not performed in accordance with the Purchase Agreement and that the parties to the Purchase Agreement will be entitled to injunctive relief to prevent breaches of the Purchase Agreement or to enforce specifically the performance of the terms and provisions of the Purchase Agreement, in addition to any other remedy to which they are entitled at law or in equity.

*Conditions to the Offer.* The conditions to the Offer are described in Section 15 —“Certain Conditions of the Offer.”