As filed with the Securities and Exchange Commission on September 30, 2022.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Mobileye Global Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**7372**	**88-0666433**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

c/o Mobileye B.V.
Har Hotzvim, 13 Hartom Street
P.O. Box 45157
Jerusalem 9777513, Israel
+972-2-541-7333

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Anat Heller
Chief Financial Officer
c/o Mobileye B.V.
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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 under the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

Subject to Completion, dated September 30, 2022.

Preliminary Prospectus

Shares

Mobileye Global Inc.

Class A Common Stock

This is an initial public offering of shares of our Class A common stock, and no public market currently exists for shares of our Class A common stock.

We expect the initial public offering price will be between $ and $ per share.

We intend to use a portion of the net proceeds that we receive from this offering to repay approximately $ of indebtedness owed to our parent company Intel Corporation, a Delaware corporation (Nasdaq: INTC) (together with its subsidiaries other than us, "Intel"), under the Dividend Note (as defined below), and any remainder for working capital and general corporate purposes. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment.

We have granted the underwriters an option for a period of 30 days after the date of this prospectus to purchase up to an additional shares of our Class A common stock from us at the initial public offering price less the underwriting discounts and commissions.

Following this offering, we will have two classes of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of our Class A common stock and Class B common stock will be identical, except with respect to voting, transfer, and conversion rights. Each share of our Class A common stock will be entitled to one vote. Each share of our Class B common stock will be entitled to ten votes and will be convertible at any time into one share of our Class A common stock, subject to certain conditions. Immediately prior to the completion of this offering, Intel will be our only beneficial owner. Immediately following the completion of this offering, Intel will beneficially own all of the outstanding shares of our Class B common stock representing approximately % of the voting power of our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full). As a result, we will be a "controlled company" within the meaning of the corporate governance standards of The Nasdaq Global Select Market ("Nasdaq"). See "Management — Controlled Company Exemption" and "Description of Capital Stock — Common Stock."

We have applied to list the shares of our Class A common stock on Nasdaq under the symbol "MBLY".

Investing in our common stock involves risks. See "Risk Factors" beginning on page 21 to read about certain factors you should consider before buying our common stock.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions[(1)]	$	$
Proceeds, before expenses, to us	$	$

(1) See "Underwriting" for a description of the compensation payable to the underwriters.

At our request, the underwriters have reserved up to shares of Class A common stock, or up to % of the shares offered by this prospectus, for sale at the initial public offering price through a directed share program to our directors and to the directors, executive officers, and certain employees of Intel. See "Underwriting — Directed Share Program."

The underwriters expect to deliver the shares of common stock against payment on or about , 2022.

Goldman Sachs & Co. LLC **Morgan Stanley**

Evercore ISI **Barclays** **Citigroup** **BofA Securities**

RBC Capital Markets **Mizuho** **Wolfe | Nomura Alliance** **BNP PARIBAS**

Cowen **Siebert Williams Shank** **PJT Partners** **MUFG**

Needham & Company **Raymond James** **Loop Capital Markets** **Blaylock Van, LLC** **Academy Securities**

Drexel Hamilton **Independence Point Securities LLC** **CICC** **Cabrera Capital Markets LLC** **Guzman & Company**

Prospectus dated , 2022.

mobileye™

Enabling Autonomous Driving at Scale

Our Technology Platform is Built to Deliver AV at Scale

By developing everything from the silicon to the self-driving system in-house, we unlock numerous efficiencies to enable AV at scale.

EyeQ

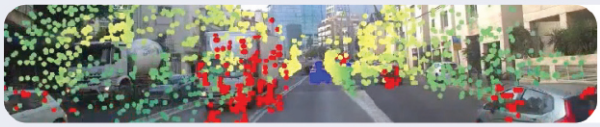
Purpose-Built SoCs

Road Experience Management

Crowd-Sourced AV Maps

True Redundancy

Unique Approach to AV Perception



Next-Gen Radar

Software-Defined Imaging Radar

Responsibility-Sensitive Safety

Mathematical AV Safety Model

Benefiting from ADAS-AV Synergies

Advanced technologies transfer from autonomous driving to ADAS and in turn, these advanced autonomous driving technologies are validated in commercial, mass market ADAS deployments and contribute to the process of verifying and validating the various elements of our current and future autonomous driving solution stack.

Enabling Autonomous Mobility at Scale

~800
Vehicle Models Incorporating EyeQ®

50+
OEMs Adopting Mobileye Solutions

66%
Euro NCAP 5-Star Rated Models for 2018-2021 Equipped with EyeQ®

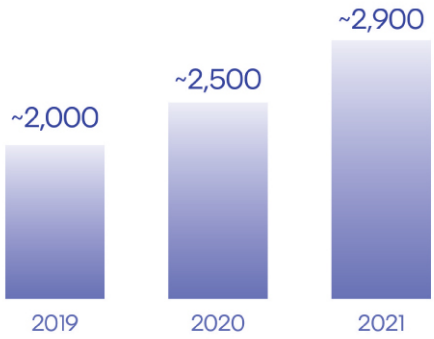
200+
Petabytes of Real-World Driving Data

117M+
EyeQ®s Shipped To Date

8.6
Billion Miles of Road Data Collected

~3,100
Current Employees

~80%
Dedicated to R&D



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Through and including , 2022 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Basis of Presentation

In this prospectus, all references to "we," "us," "our," our "company," "Mobileye," the "Company," and similar terms refer to (i) with respect to our historical business, operations, financial performance, and financial condition, including in our combined financial statements, Mobileye Group, which combines the operations of Cyclops Holdings Corporation, Mobileye B.V., GG Acquisition Ltd., Moovit App Global Ltd., and their respective subsidiaries, along with certain Intel employees mainly in research and development, and (ii) upon completion of the Reorganization (as defined below), Mobileye Global Inc. and its consolidated subsidiaries, which will include the Mobileye Group. References to "Moovit" refer to GG Acquisition Ltd., Moovit App Global Ltd., and their consolidated subsidiaries.

We have a 52- or 53-week fiscal year that ends on the last Saturday in December. Fiscal years 2021, 2020, and 2019 were 52-week fiscal years; fiscal year 2022 is a 53-week fiscal year. The additional week in fiscal year 2022 is added to the first quarter, which consisted of 14 weeks. Any references to our performance for the years 2021, 2020, and 2019 are references to our fiscal years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively, and all references to our financial condition as of the end of 2021, 2020, and 2019 are references to the end of such fiscal years. Certain amounts, percentages, and other figures presented in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals, dollars, or percentage amounts of changes may not represent the arithmetic summation or calculation of the figures that precede them.

Neither we nor any of the underwriters has authorized anyone to provide you with different or additional information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have authorized for use with respect to this offering. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you or any representation that others may make to you. We and the underwriters are not making an offer of these securities in any state, country, or other jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any free writing prospectus is accurate as of any date other than the date of the applicable document regardless of its time of delivery or the time of any sales of our common stock. Our business, results of operations, and financial condition may have changed since the date of the applicable document.

Financial statements included in this prospectus have been prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP"). We have included in this prospectus certain non-GAAP financial measures, as well as the reconciliations of those measures to the most directly comparable GAAP financial measures, as further described under "Management's Discussion and Analysis of Financial Condition and Result of Operations — Non-GAAP Financial Measures." These non-GAAP measures are provided because our management uses these financial measures to make decisions, establish business plans and forecasts, identify trends affecting our business, and evaluate performance.

Letter from Amnon Shashua
CEO and Founder, Mobileye

More than two decades ago, I founded Mobileye on the belief that computer vision technology could help prevent automobile crashes and save lives.

From that simple idea, a global industry was born.

In the 15 years since we began shipping our first product, more than 117 million vehicles have been equipped with Mobileye's life-saving technology. And during that time, our purpose has evolved and widened – from collision-avoidance to fully autonomous driving. While the core of our business today is making human-driven cars safer, we are working tirelessly to bring about a future of autonomously driven vehicles.

It's a future where everyone has access to mobility services. Where congestion is seen only in history books. Where we get hours of time back in our days because we are not focused on driving. And it's my sincere hope that it's a future with far fewer crashes and fatalities.

Since Mobileye pioneered Advanced Driver Assistance Systems (ADAS), many companies have joined the pursuit of collision avoidance and autonomous driving technologies. But Mobileye's approach is different. We believe – and always have – that our technology must be affordable, so everyone can benefit. We believe it must be best-in-class so consumers will demand it. We believe technology that works to prevent accidents should work on every single mile of roadway – not just cities and well-traveled highways. These notions of scalability and availability add to the complexity of the problems we're working to solve. But we believe they are crucial to avoid the "science experiment trap" that entangles so many technology startups.

By doing the hard work now, we can more easily move from the lab to the streets. And our approach is working; we are actively working with more than 50 automakers, and Mobileye's ADAS technology has been installed in approximately 800 vehicle models worldwide.

In our time with Intel, we accelerated development of important new technologies. We also tapped Intel engineering resources to build software development kits that help facilitate better design-in with our automotive customers, which in turn helped us to win more customers.

We operated independently before and during our time with Intel, self-funding our research and development and transformation from technology supplier to mobility enabler. We successfully delivered or put in the pipeline highly advanced versions of the core platform technologies needed for autonomous vehicles to begin proliferation: Road Experience Management™ (REM™) mapping technology, Responsibility-Sensitive Safety (RSS) driving policy, True Redundancy™ sensing and our defining silicon-plus-software systems-on-chips known as EyeQ®. We acquired Moovit to help integrate our planned robotaxi services into existing transportation networks and facilitate rider demand.

Most importantly, our business has continued to prosper. Mobileye's annual revenue has grown substantially, as has our employee base.

I supported the sale of Mobileye to Intel in 2017 to accelerate Mobileye's transition from a world leader in driver assistance systems to a leading enabler in the evolution to autonomous driving solutions. Together we accomplished that goal. Now it is time for the next chapter.

Mobileye started small with a single monocular camera and nascent computer vision algorithms to let a machine "see" and "interpret" the environment as humans do. Now we are nearly 3,100 employees strong, with operations in eight countries. We have built complex artificial intelligence software and silicon solutions. Our technology has been deployed in over 117 million vehicles – with their precious cargo of drivers and passengers – benefitting from our industry-leading ADAS technology.

By 2030, we expect Mobileye driver-assistance systems to be deployed in another 266 million vehicles globally, based on design wins through July 2, 2022 alone. We believe that we will be positioned to deliver an autonomous driving solution that can enable the mass adoption of AVs, including both Mobileye-powered robotaxis and consumer-owned autonomous driving vehicles. And Mobileye will be well on the way to delivering the future I first envisioned more than two decades ago.

Many founders leave when their companies are acquired, but I was not – am not – about to walk away from my life's work. Mobileye's goals – my goals – are incomplete, and I am as committed as ever to a safer future.

I am incredibly proud of the work we've done so far, but there is much to do to make road accidents and fatalities a thing of the past while delivering the transportation systems of the future. I have made these challenges my purpose and remain all-in on the opportunity and the challenge. I hope you'll join us.

Amnon

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all the information you should consider before making an investment decision. You should read the entire prospectus carefully, including the sections entitled "Risk Factors," "Cautionary Note Regarding Forward-Looking Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our historical combined financial statements and the accompanying notes included elsewhere in this prospectus, before making an investment decision.

Company Overview

Mobileye is a leader in the development and deployment of advanced driver assistance systems ("ADAS") and autonomous driving technologies and solutions. We pioneered ADAS technology more than 20 years ago and have continuously expanded the scope of our ADAS offerings, while leading the evolution to autonomous driving solutions.

Our portfolio of solutions is built upon a comprehensive suite of purpose-built software and hardware technologies designed to provide the capabilities needed to make the future of ADAS and autonomous driving a reality. These technologies can be harnessed to deliver mission-critical capabilities at the edge and in the cloud, advancing the safety of road users, and revolutionizing the driving experience and the movement of people and goods globally.

While today ADAS is central to the advancement of automotive safety, we believe that the future of mobility is autonomous. However, mass adoption of autonomous vehicles is still nascent. Full autonomy — where a human is not actively engaged in driving the vehicle for extended periods of time — requires the autonomous driving solution to be capable of navigating any environment in any condition at any time. Additionally, developing a technology platform whose decision-making process and resulting actions are verifiable is critical to enabling autonomous driving solutions at scale. The ability to drive autonomously not only requires a substantial amount of data, but also a robust technology platform that can withstand the validation and audit process of global regulatory bodies. Finally, the autonomous driving solution needs to be produced at a cost that makes it affordable. We are building our technology platform to address these fundamental and significant challenges in order to enable the full spectrum of solutions, from ADAS to autonomous driving.

We believe that our industry-leading technology platform, built upon over 20 years of research, development, data collection and validation, and purpose-built software and hardware design, gives us a differentiated ability to not only deliver excellent safety ratings and maintain a leadership position with our ADAS solutions, but also to make the mass deployment of autonomous driving solutions a reality. We also believe that the breadth of our solutions, combined with our global customer base, represents a significant market opportunity for us. Our platform is modular by design, and it is highly customizable, which allows our customers to benefit from our cutting-edge, verified, and validated core ADAS capabilities, while enabling our customers to augment and differentiate their offerings. We estimate the current total addressable market ("TAM") to be approximately $16 billion, composed entirely of selected ADAS market opportunities. We expect the near-term TAM to be approximately $40 billion and the long-term TAM to be approximately $480 billion, as the value of ADAS functionality increases and as Autonomous Vehicle ("AV") deployment, both in consumer-owned vehicles and fleet-owned vehicle networks, accelerates. We define the near-term TAM as the market size in or about 2026 and the long-term TAM as the market size in or about 2030. The TAM combines market opportunities in ADAS and AV, including Autonomous Mobility as a Service ("AMaaS").

We have experienced significant growth since our founding. For 2021, 2020, and 2019, our revenue was $1.4 billion, $967 million, and $879 million, respectively, representing year-over-year growth of 43% in 2021. For the six months ended July 2, 2022 and June 26, 2021, our revenue was $854 million and $704 million, respectively, representing period-over-period growth of 21%. We currently derive substantially all of our revenue from our commercially deployed ADAS solutions. We recorded net losses of $75 million, $196 million, and $328 million in 2021, 2020, and 2019, respectively. We recorded net losses of $67 million and net income of $4 million in the six months ended July 2, 2022 and June 26, 2021, respectively. Our Adjusted Net Income, a non-GAAP financial measure, for 2021, 2020 and 2019 was $474 million, $289 million, and

$51 million, respectively. Our Adjusted Net Income for the six months ended July 2, 2022 and June 26, 2021 was $276 million and $270 million, respectively.

As noted elsewhere in this prospectus, the six months ended July 2, 2022 contains an additional week as a result of 2022 being a 53-week fiscal year while 2021, 2020, and 2019 are 52-week fiscal years. However, the inclusion of the additional week does not have a material impact on our revenue and cost of revenue as the timing of deliveries to customers is not consistent from week-to-week. Further, most of our expenses (such as payroll) are incurred on a monthly basis and, as such, the accrual for the additional week does not materially impact our results of operations.

As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our System-on-Chips ("SoCs") had been deployed in over 117 million vehicles. We are actively working with more than 50 Original Equipment Manufacturers ("OEMs") worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half 2022 design wins and approximately 50 million vehicles based on our 2021 design wins. These estimates are based on projections of future production volumes that were provided by the OEMs at the time of sourcing our design wins with them for the models related to those design wins. These estimates may deviate from actual production volume (which may be higher or lower than the estimates) and do not include design wins after July 2, 2022.

We were founded in Israel in 1999. Our co-founder, Professor Amnon Shashua, is our President and Chief Executive Officer. Prior to being acquired by Intel for $15.3 billion in 2017, we completed an initial public offering in 2014 and traded under the symbol "MBLY" on the New York Stock Exchange.

Our Technology Platform is Built to Enable the Full-Stack of Autonomous Solutions

Our technology platform, which includes our software and hardware intellectual property, leverages our decades of experience as a technology leader for sensing and perception solutions for the automotive industry and our focused efforts to build highly scalable and cost-efficient autonomous solutions. Our technologies are foundational to the development and deployment of our ADAS capabilities and consumer AV. Our platform is built on five fundamental pillars:

- highly advanced, road-tested, sensing and perception technologies built upon years of technology leadership in computer vision and powered by our mission critical software and purpose-built EyeQ® family of SoCs;
- a high-precision mapping system, our Road Experience Management™ ("REM™"), that generates AV maps from crowd-sourced data that is uploaded and analyzed in the cloud from REM™-equipped production ADAS solutions that are deployed on vehicles on the road;
- a redundant sensor fusion architecture, which we call True Redundancy™, designed to employ two independent perception subsystems — one based solely on cameras, and the other solely on a radar-light detection and ranging ("lidar") subsystem, to enable our goal of building a fully autonomous driving-system that can be validated as safer than human-driven vehicles and deployed in a cost-efficient manner;
- the design of next generation imaging-radars, a solution targeted to reduce the need for multiple lidar sensors, combined with a single front-facing lidar sensor in the redundant sensor configuration of the future, to enable our goal of building a cost-effective fully autonomous driving-system; and
- our Responsibility-Sensitive Safety ("RSS") framework, which has continuously been optimized since it was first published in 2017, is used by international bodies that are currently developing standards with respect to the safety of AV, and forms the backbone of our human-like, computationally efficient, driving policy and decision-making engine.

These five pillars form the core of our platform, which is highly customizable, and we intend to deploy them with increasing functionality to continue to enhance our market-leading ADAS solutions and lead the evolution to autonomous driving solutions.

Efficiency and Scale are the Foundation of our Rich Portfolio of Solutions

We are focused on offering full-stack solutions across the ADAS and autonomous driving markets. These include or are expected to include:

- a range of ADAS solutions supporting not only "base" features to meet global regulatory requirements and safety ratings, but also higher-function cloud-enhanced feature sets including crowd-sourced maps and "eyes-on/hands-free" point-to-point assisted driving solutions;
- "eyes-off/hands-free" autonomous driving solutions with a human driver still in the driver's seat that may require driver intervention in certain situations for consumer AV with the ability to drive safely without geofenced limitations; and
- a set of solutions for AMaaS, including a self-driving system, the self-driving vehicles delivered in partnership with OEMs, and a customer-facing application for the movement of people and goods.

We believe we can reach series production for each of these technologies in the future, as each is accomplished by adding a block of our discrete intellectual property that is either in production today or in advanced development stages. We believe that our range of value-creating solutions that are scalable, verifiable, and cost-effective represent a significant competitive advantage.

Efficiency

Our purpose-built EyeQ® family of SoCs have a low power consumption profile and tight software/hardware coupling to achieve "lean compute" for efficiency. The principle of efficiency permeates the overall solution design, including our True Redundancy™ approach, with separate subsystems to increase robustness and reduce the compute resources required to validate the solution, and RSS, which separates the perception system's validation from the driving policy system. Both of these are critical contributors to achieving efficient solutions.

Scale

We achieve scale by designing our solutions to operate at a cost and performance level that allows our solutions to become ubiquitous. We have designed our solutions to operate with four scale-driven elements:

- our REM™ crowd-sourced AV maps allow the map-building and map-updating process to be automated. Our AV maps are designed to enable vehicles equipped with our new category of cloud-enhanced ADAS that we call "Cloud-Enhanced Driver Assist" and autonomous driving solutions to drive without the limitations of pre-mapped geofenced zones. These AV maps will support our efforts to deploy in new cities and geographies quickly;
- our cost-optimized EyeQ® SoC family is highly scalable and built to be at the core of our full spectrum of current and future ADAS and AV solutions, from base ADAS to autonomous driving. Our current EyeQ®4Mid, 4High, 5Mid, 5High, and our announced 6Lite, and 6High, cover the entire spectrum of our ADAS solutions portfolio, and our announced EyeQ Ultra™, a monolithic "AV-on-Chip", covers our autonomous driving solutions portfolio;
- our software-defined imaging radars and associated perception technology are designed to function as a second redundant perception layer. By reducing the lidar content per vehicle, we believe we will be able to reduce costs significantly, and facilitate consumer AV and AMaaS solutions at scale; and
- our driving policy (RSS-based) is designed for global deployment, as it does not rely on local or regional driving cultural norms. In 2021, we announced the expected initial commercial deployment of our AMaaS offering in Munich and Tel Aviv together with Moovit in addition to our current testing sites in China, Israel, Detroit, Miami, Munich, Paris, Stuttgart and Tokyo.

We Have a History of Innovation and Market Leadership

As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half 2022 design wins and approximately 50 million vehicles based on our 2021 design wins.

We currently ship a variety of ADAS solutions to 13 of the 15 largest automakers in the world in addition to many smaller OEMs, and we are recognized for our top-rated safety solutions globally.

Since 2007, when we first launched the EyeQ®1, we have introduced numerous industry-first ADAS products.

Our Family of Purpose-Built EyeQ® SoCs

Our family of purpose-built EyeQ® SoCs is fundamental to our leadership position in ADAS. Our EyeQ® SoCs incorporate a set of proprietary compute-acceleration models, to enhance the accuracy, quality, and functional safety of our perception solutions, while minimizing the power consumption to address the requirements of the automotive market. The EyeQ® family design enables a scalable Electronic Control Unit ("ECU") architecture, thereby supporting a variety of ADAS solution architectures. Our EyeQ®5 SoCs and subsequent generations feature EyeQ Kit™ — an end-to-end software-development kit ("SDK") intended to enable the co-hosting of our partners' and customers' workloads alongside our cutting-edge artificial intelligence ("AI") technologies. Importantly, we believe EyeQ Kit™ accelerates time to market for our customers at a lower cost than alternative in-house solutions, while strengthening our partnerships by encouraging our customers to customize their offerings on top of our platform.

Road Experience Management™

REM™ is a cloud-based system that leverages the broad installed-base of REM™-equipped vehicles to build Mobileye Roadbook™, our crowd-sourced, high-definition maps of roads from around the world.

By augmenting our base ADAS with REM™ and Mobileye Roadbook™, we have pioneered the new ADAS category of cloud-enhanced ADAS, which we call Cloud-Enhanced Driver Assist.

Our Roadmap to Enable Mass AV Deployment

We believe autonomous driving requires two further major advancements, each of which we are developing, and includes a regulatory framework for deploying AV at scale and a unique sensor fusion architecture, which enhances the effectiveness of the self-driving system.

RSS: Our Technology Safety Concept for Deploying AV at Scale

RSS is a formal, explicit, machine interpretable model governing the safety of our autonomous driving solutions' driving policy. RSS articulates a set of plausible-worst-case assumptions regarding the behavior of other road-users, thereby enabling assertive, human-like driving while rigorously respecting the boundary between safe driving decisions and dangerous, risk-inducing ones.

True Redundancy™: Our Unique Sensor Fusion Architecture

Our unique architecture design, called True Redundancy™, further enhances the robustness and safety of our self-driving system. Rather than fusing all different sensor modalities prior to creating an "environment model" of the world, we are developing two independent perception subsystems. One subsystem is powered solely by cameras and the other is powered by active sensors (radars and lidars).

A byproduct of our True Redundancy™ architecture is enabling subsystems of our AV development to "scale down" to ADAS, thus creating a seamless and scalable solution portfolio from ADAS to autonomous driving. For example, our Premium Driver Assist offering, Mobileye SuperVision™, launched by Geely Group for its ZEEKR premium electric vehicle brand, is a productization of the camera-only subsystem of our autonomous driving development, offering fully operational point-to-point assisted driving navigation.

We are designing a first-of-its-kind "software-defined" imaging radar with a dynamic range and resolution backed by advanced processing algorithms to enable an independent "sensing state." We believe our custom designed imaging radars will allow us to eliminate the need for multiple high-cost lidars around the vehicle and require only a single front-facing lidar, thereby significantly lowering the overall cost of the required sensors compared to other solutions that use lidar-centric or lidar-only systems.

In January 2022, we announced a design win of our consumer AV system, Mobileye Chauffeur™, with ZEEKR. Consumer AV ranges from very limited operational design domain (e.g., low-speed, highway-only "traffic jam pilot" systems) to the much more expansive operational design domain that we are pursuing through our Mobileye Chauffeur™ solution. Mobileye Chauffeur™ is expected to be capable of "eyes-off/hands-free" driving with a human driver still in the driver's seat, in a gradually expanding operational driving domain, and is expected to use surrounding imaging radars and front-facing lidar but may require driver intervention in certain situations.

Building upon Mobileye Chauffeur™, which targets the consumer-owned AV market, we are developing Mobileye Drive™, our Level 4 self-driving system targeted for fleet-owned AMaaS and goods delivery networks. We believe we are well positioned to commercialize these opportunities and that our scale, cost, and regulatory validation advantages will become evident to the broader market and lead to significant additional opportunities to grow these services globally.

The Autonomous Vehicle Revolution

We believe that the availability of AVs will cause a significant transformation in mobility, including vehicle ownership and utilization. We expect that AV technology will eventually be accessed by consumers through shared-vehicle AMaaS networks, as well as in consumer-owned and operated AVs. It is our view that, to reach the full potential of autonomous driving over the long-term, the technology solutions that enable these separate markets should converge over time, and that is reflected in our strategy.

Autonomous driving has the potential to dramatically increase the proliferation of shared mobility, creating greater utilization of what is currently a significantly underutilized asset: the car. We believe that this model will ultimately manifest itself in the form of networks operated by a variety of different automotive and technology companies where the consumer will be able to hail on-demand transportation at the click of a button, instead of owning a vehicle. As autonomous driving technology advances, a number of new transportation use cases are expected to emerge around the type of vehicle ownership, what is transported, and where and when the vehicle can operate.

Challenges to Making Autonomous Vehicles Ubiquitous

To make autonomous vehicles at scale a reality, we believe that there are three core challenges that must be addressed:

- ***Regulatory Endorsement*** — Autonomous driving solutions must be architected, by design, to be verifiably safe, in a manner that fosters broad societal and regulatory endorsement.
- ***Geographic Scale*** — Geographic scale refers to the challenge of creating high-definition maps with great detail and accuracy, and keeping those maps continuously updated, which is crucial for series production AVs.
- ***Cost*** — In order for autonomous driving consumer vehicles to scale in volume, we believe the cost of the self-driving system needs to be reduced significantly, such as to several thousands of dollars, an order of magnitude lower than the cost of market solutions to date.

Our Solutions

We are building a robust portfolio of end-to-end ADAS and autonomous driving solutions to provide the capabilities needed for the future of autonomous driving, leveraging a comprehensive suite of purpose-built software and hardware technologies. We pioneered "base" ADAS features to meet global regulatory requirements and safety ratings with our Driver Assist solution and we have since created a new category of ADAS with our Cloud-Enhanced Driver Assist and Premium Driver Assist offerings. Additionally, by leveraging Mobileye SuperVision's™ full-surround computer vision and True Redundancy™, we are developing Mobileye Chauffeur™, our consumer AV solution with a human driver still in the driver's seat that may require driver intervention in certain situations, and Mobileye Drive™, our Level 4 autonomous driving solution. Together with Moovit's urban mobility and transit application and its global user base, we are developing our own AMaaS offering for consumers built upon Mobileye Drive™. Our current offerings to Tier 1 and OEM customers do not include cameras, radars, lidar systems, or other sensors (except in particular cases). We intend in the future to offer radar and lidar products that are currently in development stages.

- ***Driver Assist.*** Base Driver Assist functions are foundational to our spectrum of ADAS and AV solutions and include critical safety features such as real-time detection of road users, geometry, semantics, and markings to provide safety alerts and emergency interventions.
- ***Cloud-Enhanced Driver Assist.*** Cloud-Enhanced Driver Assist provides drivers with high-accuracy interpretations of a scene in real-time utilizing centimeter-level drivable path accuracy, foresight of the path ahead, and other semantic information provided by our crowdsourced REM™ mapping system.
- ***Mobileye SuperVision™ Lite.*** A new Premium Driver Assist offering which will provide eyes-on/hands-free highway navigation and assisted driving as well as autonomous parking utilizing cloud-based enhancements such as REM™ and supporting over-the-air ("OTA") updates.
- ***Mobileye SuperVision™.*** Mobileye SuperVision™, our highest-functioning Premium Driver Assist offering, is a fully operational point-to-point assisted driving navigation solution on various road types and includes cloud-based enhancements such as REM™ and supports OTA updates.
- ***Mobileye Chauffeur™.*** Mobileye Chauffeur's™ first generation solution will be based on six EyeQ®5 High SoCs, and the next generation will be powered by one EyeQ Ultra™, our AV-on-Chip. It will combine our leading computer vision camera-based perception subsystem with a radar-lidar subsystem. Mobileye Chauffeur™ will provide 360-degrees of coverage through two independent and redundant sensing subsystems offering True Redundancy™ to reduce the validation burden and, along with REM™ AV maps and RSS, to increase scalability and safety.
- ***Mobileye Drive™.*** Mobileye Drive™, our Level 4 solution, will encompass our core autonomous driving technologies found in Mobileye Chauffeur™ and will deliver the driving functions without the need for any in-vehicle human intervention by adding teleoperability and by minimizing cases where human input would be required.

Mobileye Drive™ may be offered across two increasingly vertically integrated product sets, each underpinned by our full set of autonomous driving technology solutions:

- ***Self-Driving System & Vehicles.*** We expect to sell our Mobileye Drive™ Level 4 self-driving system through business-to-business channels into a range of transportation network operators and vehicle OEMs, which would operate a variety of services (e.g., consumer-facing AMaaS, transportation on demand, and the delivery of goods).
- ***AMaaS.*** Additionally, Mobileye Drive™ will be designed to interface with Moovit's mobility-as-a-service ("MaaS") platform, which adds a service layer and a ready-made user base. Moovit's global user base will provide a ready consumer base for our business-to-business customers. It also will provide the necessary service and user-base layer within our own AMaaS solution where we plan to deploy Mobileye-Drive-enabled self-driving vehicles in partnership with fleet operators.

Overall, we believe our proprietary set of software and hardware technology solutions results in significant competitive advantages and a wider range of potential offerings compared to other approaches by industry participants attempting to commercialize network-deployed autonomous vehicles.

Our Data Driven Network Effect

We have assembled a substantial dataset of real-world driving experience, encompassing over 200 petabytes of data, which includes over 23 million clips collected over decades of driving on urban, highway, and arterial roads in over 80 countries. This data, plus proprietary search tools, enables us to develop and continuously improve our advanced computer vision algorithms to fit road scenarios and use cases that our system encounters. We utilize up to approximately 500,000 cloud CPU cores to process approximately 100 petabytes of data every month. We have developed sophisticated 2D and 3D automatic-labeling methodologies that, together with a team of over 2,300 external specialized annotators, allow for fast development cycles for our computer vision engines based on the dataset we have. In addition, our advanced data labeling infrastructure and data mining tools can unlock significant data-driven insights.

Additionally, we have created a separate dataset of 8.6 billion miles of roads driven as of July 2, 2022 from, based on our estimates, approximately 1.5 million REM™-enabled vehicles worldwide. We then apply a series of on-cloud algorithms to build this crowd-sourced data into a high-definition, rapidly updating map that contains a rich variety of information, including road geometry, drivable paths, common speeds, right-of-way, and traffic light-to-lane associations. We estimate that the data we have accumulated covers over 90% and 80% of the approximately 0.8 million miles of motorway, trunk, and primary road types in each of the United States and Europe, respectively. This data enables us to create robust high definition maps to support solutions across the product spectrum from cloud-enhanced ADAS to Mobileye SuperVision Lite™ and Mobileye SuperVision™ to Mobileye Drive™ and Mobileye Chauffeur™.

These two datasets create powerful network effects as we seek to continually improve our solutions as more vehicles are deployed with our technology.

Our Competitive Strengths

We believe that our leadership in ADAS and autonomous driving is based primarily on our: (1) first-mover advantage; (2) technology, including differentiated technological cores and solution architectures; (3) comprehensive portfolio of solutions; (4) delivery, including agility, response times, and time-to-market; and (5) inherent cost-driven advantages. These significant advantages form the basis for our competitive strengths as follows:

- ***Coupling of software and hardware delivers optimized performance and efficiency —*** We design our own purpose-built SoCs and develop a software stack to optimally match the architecture of the SoCs with the computational workloads required by the software stack. Our approach results in low power consumption and lean compute, yet is able to support a very powerful range of solutions for the ADAS and AV markets.
- ***Scalable EyeQ® SoC design addresses the entire spectrum of ADAS and autonomous driving —*** Our EyeQ® architecture is highly scalable, powers our solutions, ranging from our base ADAS to highly advanced autonomous driving solutions and is designed to support the increasingly computationally intensive demands of ADAS and autonomous driving solutions on the same architecture.
- ***EyeQ Kit™ for developing and deploying differentiated features on top of EyeQ® SoC —*** Our platform is modular by design, and it is highly customizable, which allows our customers to benefit from our cutting-edge, verified, and validated core ADAS capabilities while enabling our customers to augment and differentiate their offerings. We believe EyeQ Kit™ accelerates time to market for our customers at a lower cost than alternative in-house solutions while strengthening our partnerships by encouraging our customers to customize their offerings on top of our platform.
- ***Industry leading computer vision capabilities —*** We are a technology leader for computer vision solutions for ADAS, and we have continuously enhanced our leadership position since we launched with customers in 2007 through our ability to meet the extreme performance, accuracy, and cost metrics of our OEM customers.

- ***"Scale by design" approach —*** Our technology platform is built to deliver autonomous driving solutions at scale by leveraging our REM™ mapping technology, our True Redundancy™ approach, our RSS and driving policy, and our active sensor architecture based on our imaging radars.
- ***Autonomous driving-ADAS synergies*** — The autonomous driving-ADAS interplay is bi-directional: advanced technologies transfer from autonomous driving to ADAS and significantly enhance our market proposition, and in turn, these advanced autonomous driving technologies are validated in commercial, mass market ADAS deployments and contribute to the process of verifying and validating the various elements of our autonomous driving solution stack.
- ***Road Experience Management™ creates a powerful network effect and long-term competitive advantage —*** Our REM™ system is a crucial ingredient that we believe allows for: (1) defining a new category of cloud-enhanced ADAS that we call Cloud-Enhanced Driver Assist; (2) evolving ADAS to an "eyes-on/hands-free" point-to-point assisted driving navigation; and (3) the scale deployment of AV. REM™ benefits from a powerful network effect, where more vehicles with REM™ enabled technology from which we are able to collect and process data, not only improves our own solutions, but also delivers benefits to our customers and to consumers through greater safety and expanded functionality. We believe this network effect creates a powerful competitive advantage, particularly given our leadership position in ADAS, as we are able to efficiently collect large amounts of data from our consumer solutions already deployed on roads globally through their regular use.
- ***Data and technology advantage —*** We have assembled a substantial dataset of real-world driving experience, encompassing over 200 petabytes of data, which includes over 23 million clips collected over decades of driving on urban, highway, and arterial roads in over 80 countries. We utilize up to approximately 500,000 cloud CPU cores to process approximately 100 petabytes of data every month, which we believe demonstrates the size and scale of our data repository. Our dataset creates a powerful network effect as we seek to continually improve our solutions as more vehicles are deployed with our technology.
- ***RSS and driving policy are designed for global deployment —*** RSS is the key enabler of our "lean compute" driving policy design, where we distinctly separate driving comfort features from safety-related inhibitions and adjustments. Our RSS-based driving policy is designed for global deployment, as it does not need to be tailored to specific driving cultures.
- ***Purpose-built imaging-radar unlocks consumer AV at scale —*** We are developing software-defined imaging-radar with cutting-edge dynamic range and resolution. Our differentiated True Redundancy™ architecture will leverage our imaging-radar, which we believe will give us the ability to significantly reduce the cost of the overall sensor suite by replacing multiple, expensive lidars around the vehicle with only a single front-facing lidar sensor, which we believe will support consumer AV production at scale.
- ***Moovit provides a stand-ready user base for our AMaaS solutions —*** Moovit is our urban mobility and transit application. As of July 2, 2022, Moovit had over 1.5 billion users globally and service in over 3,500 cities across 112 countries, and was generating approximately six billion anonymous data points daily, tracking mobility demand patterns globally, enabling a key mobility intelligence layer that can be used to intelligently predict ride demand and thus help to optimize fleet utilization.
- ***Deep, collaborative ecosystem relationships*** — Our deep global relationships with key partners across the value chain, from component suppliers, through Tier 1 customers and up to OEMs, offer us a broad and diverse set of collaboration opportunities for high-performance computing, networking, and advanced packaging technologies, among others, from the vehicle to the cloud.

Our Growth Strategies

Key levers of our growth strategy are:

- ***Benefit from regulatory and safety rating changes promoting base ADAS —*** We intend to continue to lead and deliver upon global regulatory and safety requirements for base ADAS features by maintaining and enhancing our vision only solution.

- ***Capitalize on Cloud-Enhanced Driver Assist features —*** We have pioneered a cloud-enhanced ADAS solution, which offers customers using advanced EyeQ® versions (EyeQ®4 and above) a significant value through our REM™ technology. In the future, we plan to create revenue streams from our OTA capabilities and AV maps through solution upgrades.
- ***Further enhance our Premium Driver Assist solutions —*** Our Mobileye SuperVision™ and SuperVision™ Lite solutions represent comprehensive "eyes-on/hands-free" ADAS solutions that can be supplemented by OEMs through the use of our EyeQ Kit™ platform to customize their offerings on top of our platform. We believe that the high value-add, our continuous efforts to add capabilities, as well as the competitive price point of Mobileye SuperVision™ will allow it to gain strong market traction in the coming years.
- ***Innovate and commercialize our next-generation autonomous driving solutions —*** Propelled by our next generation AV-on-Chip SoC, which we call EyeQ Ultra™, our surround computer vision Mobileye SuperVision™ solution, and our True Redundancy™ architecture, we believe that we will be positioned to deliver an autonomous driving solution that can enable the mass adoption of AV. We believe our premium ADAS capabilities with our Mobileye SuperVision™ solution and Level 4 capabilities with Mobileye Drive™ will help us provide our customers with innovative solutions and enable further growth for us.
- ***Utilize our flexible platform to expand our collaboration with our OEM customers —*** We have designed our EyeQ® SoCs together with an EyeQ Kit™ to enable co-hosting of third-party software and customer workloads on vehicles equipped with our solutions. We plan to continue to develop our platform to offer our customers the ability to seamlessly address the capabilities and features that they demand by customizing their offerings on top of our platform. We are partnering with leading technology suppliers to expand our products by offering features and services alongside our core technology platform.
- ***Capitalize on our active sensor technology —*** We intend to continue to develop and commercialize next-generation active sensors such as software-defined imaging radars, which leverage our AI capabilities. Together with Intel, we also are currently in the early stages of development of frequency-modulated continuous wave ("FMCW") lidar, which has the potential to replace alternative third-party lidar to further enhance the performance of our sensor suite.
- ***Accelerate our roadmap of next generation proprietary EyeQ® SoCs —*** Our EyeQ® SoCs are purpose-built for sensing and perception technologies and optimized for high throughput and power efficiency. Our architecture is highly scalable and is designed to support the increasing and computationally intensive demands of both the continued evolution of ADAS and future autonomous driving applications. We intend to continue to accelerate our technology leadership with a focus on silicon, packaging, and systems level needs to deliver cost-efficient processing at the edge.
- ***Utilize our substantial and growing dataset to continuously improve the intelligence and robustness of our solutions*** — We will continue to grow the depth and breadth of our substantial dataset, which, as of July 2, 2022, encompassed over 200 petabytes of data and 8.6 billion miles of AV mapped roads from, based on our estimates, approximately 1.5 million REM™-enabled vehicles worldwide. We believe that our ability to use this data to create, maintain, and improve our high-precision AV maps through our REM™ mapping system will enable us to further improve our ADAS offerings and position us well for autonomous driving.
- ***Establish our Level 4 autonomous and AMaaS solutions*** — We believe that Mobileye Chauffeur™ and Mobileye Drive™ will unlock new use cases and end-consumers for our OEM and fleet-owner customers, which will be applicable for both the AMaaS and consumer AV markets. We expect to add additional cities to our AMaaS offerings to showcase our industry-leading technology and to help accelerate the pace of AV adoption.
- ***Benefit from opportunities in large emerging markets*** — We intend to continue to invest in partnerships in China and India, among other emerging markets, to accelerate ADAS and autonomous driving adoption. We believe our long-term partnerships with large Chinese OEMs such as Geely, Great Wall Motors, and SAIC, and Indian OEMs such as Mahindra & Mahindra position our solutions at the forefront of continued innovation and market growth.

Relationship with Intel

Prior to this offering, Intel beneficially owned 100% of our outstanding shares of common stock and we operated as Intel's wholly owned subsidiary. Upon the completion of this offering, Intel will beneficially own all of the outstanding shares of our Class B common stock, representing approximately % of the voting power of our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full). As a result, Intel will be able to control all matters submitted to our stockholders for approval, including the election of our directors and the approval of significant corporate transactions. Furthermore, in addition to any other vote required by law or by our amended and restated certificate of incorporation, until the first date on which Intel ceases to beneficially own 20% or more of our outstanding shares of common stock, the prior affirmative vote or written consent of Intel as the holder of our Class B common stock will be required in order for us to: adopt or implement any stockholder rights plan or similar takeover defense measure; consolidate or merge with or into any other entity; permit any of our subsidiaries to consolidate or merge with or into any other entity, with certain exceptions; acquire the stock or assets of another entity for consideration in excess of $250,000,000 other than transactions in which we and one or more of our wholly owned subsidiaries are the only parties; issue any stock or other equity securities except to our subsidiaries, pursuant to this offering, or pursuant to our employee benefit plans limited to a share reserve of 5% of the outstanding number of shares of our common stock on the immediately preceding December 31; make or commit to make any individual or series of related capital or other expenditures in excess of $250,000,000; create, incur, assume or permit to exist any indebtedness or guarantee any indebtedness in excess of $250,000,000; make any loan to or purchase any debt securities of any person in excess of $250,000,000; redeem, purchase or otherwise acquire or retire for value any equity securities of our company except repurchases from employees, officers, directors or other service providers upon termination of employment or through the exercise of any right of first refusal; take any actions to dissolve, liquidate, or wind-up our company; declare dividends on our stock; or amend, terminate or adopt any provision inconsistent with our amended and restated certificate of incorporation or amended and restated bylaws. See "Risk Factors — Risks Related to our Relationship with Intel and our Dual Class Structure".

We and Intel expect to continue as strategic partners following the completion of this offering, collaborating on projects to pursue the growth of computing and advanced technology in the automotive sector. Prior to the completion of this offering, we will enter into certain agreements (collectively, the "Intercompany Agreements") with Intel and certain of its subsidiaries that will provide a framework for our ongoing relationship with Intel, including the Master Transaction Agreement, which will become effective as of the completion of this offering and contains key provisions relating to our ongoing relationship with Intel. The Master Transaction Agreement also contains agreements relating to the conduct of this offering and future transactions, and will govern the relationship between Intel and us subsequent to this offering. Unless otherwise required by the specific provisions of the Master Transaction Agreement, the Master Transaction Agreement will terminate on a date that is five years after the first date upon which Intel ceases to beneficially own at least 20% of our outstanding shares of common stock. The provisions related to our cooperation with Intel in connection with future litigation will survive seven years after the termination of the agreement, and certain other provisions including those related to indemnification by us and Intel will survive indefinitely.

Key provisions of the Master Transaction Agreement include: we will use our reasonable commercial efforts to satisfy certain conditions to the completion of this offering; we will provide Intel, after the date that is 180 days after the closing of this offering or such earlier date as provided in the Master Transaction Agreement, with certain registration rights to register our common stock, because the shares of our common stock held by Intel after this offering will be deemed "restricted securities" as defined in Rule 144 under the Securities Act; we will cooperate with Intel, at its request, to accomplish a distribution by Intel of our common stock to Intel stockholders which is intended to qualify as a distribution under Section 355 of the Code, or any corresponding provision of any successor statute, and we have agreed to promptly take any and all actions reasonably necessary or desirable to effect any such distribution, in which Intel will determine, in its sole and absolute discretion, whether to proceed with all or part of the distribution, the date of the distribution and the form, structure and all other terms of any transaction to effect the distribution; so long as Intel beneficially owns at least 20% of our common stock, we will sell Intel our commercially available products, including EyeQ® SoCs, for internal use, but not for resale on a standalone or bundled basis; we and Intel agree

to hold the other in most favored status with respect to products purchased or sold for internal use, meaning that the product prices, terms, warranties and benefits provided between us and Intel shall be comparable to or better than the equivalent terms being offered by the party providing the products to any single, present customer of such party; we will grant Intel a continuing right to purchase from us shares of Class A common stock or Class B common stock as is necessary for Intel to maintain an aggregate ownership interest of our common stock representing at least 80.1% of our common stock outstanding; we and Intel will have cross-indemnities that generally place the financial responsibility on us and our subsidiaries for all liabilities associated with the current and historical Mobileye business and operations, and generally will place on Intel the financial responsibility for liabilities associated with all of Intel's other current and historical businesses and operations, in each case regardless of the time those liabilities arise, and certain other indemnities; the Master Transaction Agreement contains a general release for liabilities arising from events occurring on or before the time of this offering; for so long as Intel provides us with accounting and financial services under the Administrative Services Agreement that we will enter into with Intel, and to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, we will provide Intel as much prior notice as reasonably practical of any change in the independent certified public accountants to be used by us or our subsidiaries for providing an opinion on our consolidated financial statements; until the later of Intel ceasing to be a "controlling person" of us as defined in the Securities Act and such date that Intel ceases to provide us with legal, financial, or accounting services under the Administrative Services Agreement, we will comply with all Intel rules, policies, and directives identified by Intel as critical to legal and regulatory compliance, to the extent such rules, policies, and directives have been previously communicated to us, and will not adopt legal or regulatory policies or directives inconsistent with the policies identified by Intel as critical to legal and regulatory compliance; for a period of two years following the closing of this offering, we and Intel will not, directly or indirectly, solicit active employees of the other without prior consent by the other, provided we both have agreed to give such consent if either party believes, in good faith, that consent is necessary to avoid the resignation of an employee from one party that the other party would wish to employ; all outstanding options to purchase shares of Intel and all other Intel equity awards held by Mobileye Group employees at the time of this offering will continue to be outstanding until the earliest of (i) the date the award is exchanged pursuant to any issuer exchange offer undertaken by us and Intel, (ii) the date the award is exercised or expires under the terms of the applicable award agreement, and (iii) the date such award is canceled as a result of a Mobileye Group employee being terminated or, if later, the end of any post-termination exercise period specified in the award agreement or by the applicable equity plans' administrative committees; immediately after completion of this offering and on a pro forma basis after all expenses of this offering have been paid (and after giving effect to any repayment of any indebtedness by us to Intel and any other transactions contemplated to occur substantially concurrently with this offering), Intel agrees to ensure that we will have $ in cash, cash equivalents, or marketable securities; and Intel will use commercially reasonable efforts to provide three months' advance notice to our board of directors in the event that Intel intends to pursue a transaction (even if no such transaction is imminent or probable at such time) which is reasonably expected to cause Intel's ownership in us to fall below 50% of our total issued and outstanding shares of common stock. See "Certain Relationships and Related Party Transactions — Intercompany Agreements."

Several of our officers, directors and director nominees also serve as officers, directors and/or other positions at Intel. Mr. Gelsinger, the Chair of our Board of Directors, is the Chief Executive Officer and a director of Intel. Ms. Pambianchi, our director nominee, is an Executive Vice President and the Chief People Officer of Intel. Mr. Huntsman, our director nominee, is the co-chair of the Government Affairs Advisory Committee of Intel. Mr. Yeary, our director nominee, is a director of Intel.

Corporate Information

Mobileye was founded in Israel in 1999. Our co-founder, Professor Amnon Shashua, is our President and Chief Executive Officer. Our principal executive offices are located at Har Hotzvim, 13 Hartom Street, Jerusalem 9777513, Israel, and our phone number is +972-2-541-7333. Our website address is www.mobileye.com. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus.

Trademarks and Trade Names

The Mobileye name, our logo, and other trademarks mentioned in this prospectus, including, among others, EyeQ®, EyeQ Ultra™, EyeQ Kit™, Road Experience Management™, REM™, True Redundancy™,

Mobileye Chauffeur™, Mobileye Drive™, Mobileye SuperVision™, and Moovit, are the property of Mobileye. Trade names, trademarks, and service marks of other companies appearing in this prospectus are the property of their respective holders.

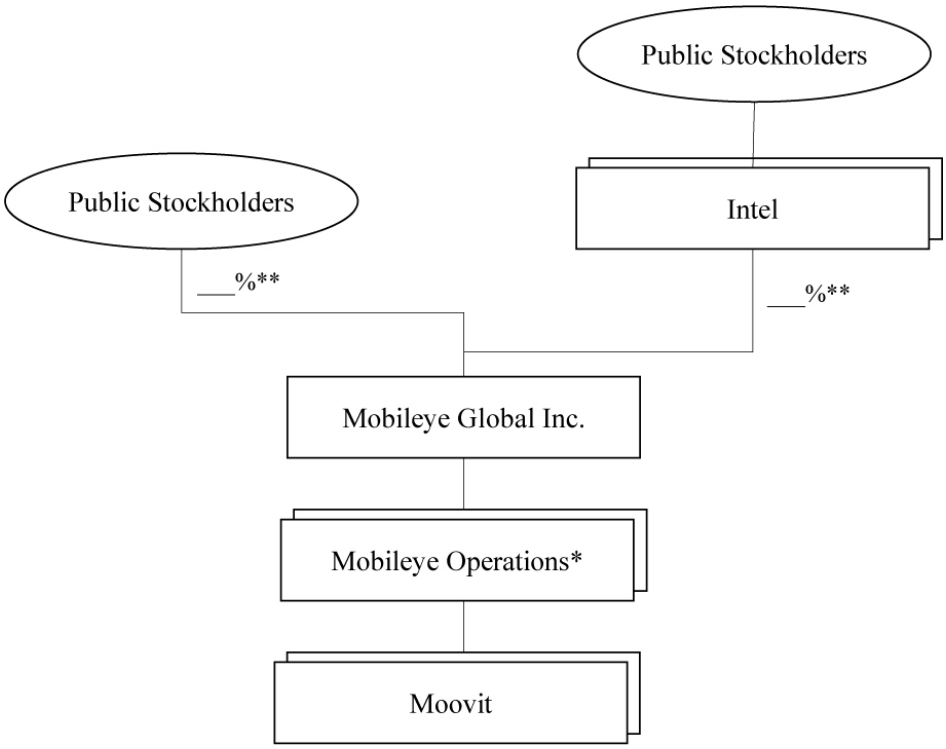
Reorganization

We will remain a wholly owned subsidiary of Intel until the completion of this offering. Immediately following the completion of this offering, Intel will beneficially own all of the outstanding shares of our Class B common stock representing approximately % of the voting power of our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full). Prior to the completion of this offering, we are consummating the following transactions:

- the legal purchase by us from Intel of 100% of the issued and outstanding equity interests of the Moovit entities, which we completed on May 31, 2022;
- the recruitment of certain employees and acquisition of certain assets, in each case, relating to the Mobileye business from Intel, which we have substantially completed as of July 2, 2022;
- the declaration and payment of a dividend in an aggregate amount of $336 million to Intel (the "Dividend"), net of $14 million of cash paid to tax authorities to settle related tax obligations, which we completed on May 12, 2022;
- the distribution on April 21, 2022 to Intel of a promissory note pursuant to which Cyclops Holdings Corporation, which will be one of our consolidated subsidiaries following the completion of the Reorganization, agreed to pay Intel an aggregate of $3.5 billion (the "Dividend Note");
- the legal entity reorganization of our operations comprising the Mobileye Group business so that they are all under the single parent entity, Mobileye Global Inc., and the filing and effectiveness of our amended and restated certificate of incorporation; and
- the execution of the Intercompany Agreements with Intel, whereby, among other matters, Intel will continue to provide certain administrative and operational services, including the supply and license of certain technologies, whereby we will supply Intel with certain technologies, and whereby Intel's and our respective rights, responsibilities and obligations with respect to all tax matters will be governed (including tax liabilities, tax attributes, tax returns and tax audits).

We refer to the foregoing transactions we are consummating prior to the completion of this offering collectively as the "Reorganization." For further information and descriptions of the transactions in the Reorganization, see "Certain Relationships and Related Party Transactions" and "Unaudited Pro Forma Condensed Combined Financial Information."

The following organizational chart depicts our ownership structure after the Reorganization:



* "Mobileye Operations" refers to Cyclops Holdings Corporation, Mobileye B.V. and their consolidated subsidiaries, which are the entities primarily conducting our operations, not including Moovit.

** Percentages reflect ownership of Class A and Class B common stock and exclude shares of Class A common stock issuable upon exercise of stock options and shares of Class A common stock issuable upon vesting of restricted stock units, in each case to be issued under our equity incentive plan upon completion of this offering.

Our Structure

Immediately following this offering and the application of the net proceeds from this offering:

- our issued and outstanding common stock will be held as follows: shares of our Class A common stock (or if the underwriters exercise their option to purchase additional shares of our Class A common stock in full), representing all of the issued and outstanding shares of our Class A common stock, will be held by investors in this offering; and shares of our Class B common stock, representing all of the issued and outstanding shares of our Class B common stock, will be beneficially owned by Intel; and
- our combined voting power will be held as follows: approximately % (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) by investors in this offering; and approximately % (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) beneficially by Intel.

Risk Factor Summary

Our business is subject to a number of risks and uncertainties that you should understand before making an investment decision. These risks are discussed more fully in the section entitled "Risk Factors" following this prospectus summary. These include:

- If we are unable to develop and introduce new solutions and improve existing solutions in a cost-effective and timely manner, our business, results of operations, and financial condition would be adversely affected.
- We invest significantly in research and development, and to the extent our research and development efforts are unsuccessful, our competitive position would be negatively impacted and our business, results of operations, and financial condition would be adversely affected.
- We operate in a highly competitive market.
- We have experienced and are continuing to experience constraints in the supply of our EyeQ® SoCs as the result of the global semiconductor shortage, and future shortages in the supply of our EyeQ® SoCs or other critical parts would adversely affect our business, results of operations, and financial condition.
- We face additional supply chain risks and risks of interruption of requisite services, including, as a result of our reliance on a single supplier or limited suppliers and vendors, for certain components, equipment, and services.
- Increases in costs of the materials and other components that we use in our solutions would adversely affect our business, results of operations, and financial condition.
- Our business may suffer from claims relating to, among other things, actual or alleged defects in our solutions, or if our solutions actually or allegedly fail to perform as expected, and publicity related to these claims could harm our reputation and decrease demand for our solutions or increase regulatory scrutiny of our solutions.
- We invest significant effort and money seeking OEM selection of our solutions, and there can be no assurance that these efforts will result in the selection of our solutions for use in production models. If we fail to achieve a design win after incurring substantial expenditures in these efforts, our future business, results of operations, and financial condition would be adversely affected.
- There is no guarantee that our customers will purchase our solutions in any certain quantity or at any certain price even after we achieve design wins, and there may be significant delays between the time we achieve a design win until we realize revenue from the vehicle model.
- We depend on a limited number of Tier 1 customers and OEMs for a substantial portion of our revenue, and the loss of, or a significant reduction in sales to, one or more of our major Tier 1 customers and/or the discontinued incorporation of our solutions by one or more major OEMs in their vehicle models would adversely affect our business, results of operations, and financial condition.
- We are highly dependent on the services of Professor Amnon Shashua, our President and Chief Executive Officer.
- If we are unable to attract, retain, and motivate key employees, then our business, results of operations, and financial condition would be adversely affected.
- We face integration risks and costs associated with companies, assets, employees, products, and technologies that we have or that we may acquire, including with our acquisition of Moovit.
- Interruptions to our information technology systems and networks and cybersecurity incidents could adversely affect our business, results of operations, and financial condition.
- Security breaches and other disruptions of our in-vehicle systems and related data could impact the safety of our end users and reduce confidence in us and our solutions.
- Adverse conditions in the automotive industry or the global economy more generally would adversely affect our business, results of operations, and financial condition.

- If OEMs are unable to maintain and increase consumer acceptance of ADAS and autonomous driving technology, our business, results of operations, and financial condition would be adversely affected.
- We operate in an industry that is new and rapidly evolving, and market opportunity estimates and market growth forecasts included in this prospectus are subject to significant uncertainty.
- Our business, results of operations, and financial condition may be adversely affected by changes in automotive safety regulations or concerns that could increase our costs or delay or halt adoption of our solutions.
- The dual class structure of our common stock will have the effect of concentrating voting control with Intel, and Intel will own shares of our Class B common stock, representing a majority of the shares of our common stock and approximately % of the voting power of our outstanding capital stock immediately following this offering. This will limit or preclude your ability to influence corporate matters.

THE OFFERING

Issuer	Mobileye Global Inc.
Class A common stock offered by us	shares
Class A common stock to be outstanding after this offering	shares (or shares if the underwriters exercise their option to purchase additional shares of our Class A common stock in full).
Option to purchase additional shares of Class A common stock	We have granted the underwriters an option to purchase up to additional shares of our Class A common stock. The underwriters may exercise this option at any time within 30 days from the date of this prospectus. See "Underwriting."
Class B common stock to be outstanding after this offering	shares
Total shares of common stock to be outstanding after this offering	shares (or shares if the underwriters exercise their option to purchase additional shares of our Class A common stock in full).
Use of Proceeds	We expect to receive net proceeds of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) from the sale of our Class A common stock in this offering assuming an initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus) and after deducting estimated offering expenses and underwriting discounts and commissions payable by us. We intend to use a portion of the net proceeds that we receive from this offering to repay indebtedness under the Dividend Note and any remainder for working capital and general corporate purposes. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. Under the terms of the Master Transaction Agreement we will enter into with Intel in connection with this offering, immediately after completion of this offering and on a pro forma basis after all expenses of this offering have been paid (and after giving effect to any repayment of any indebtedness by us to Intel and any other transactions contemplated to occur substantially concurrently with this offering), Intel agrees to ensure that we will have $ in cash, cash equivalents, or marketable securities. See "Use of Proceeds."
Directed Share Program	At our request, the underwriters have reserved up to shares of Class A common stock, or % of the shares to be issued by us and offered by this prospectus,

	for sale at the initial public offering price to our directors and to the directors, executive officers, and certain employees of Intel. Shares purchased through the directed share program will not be subject to a lock-up restriction, except in the case of shares purchased by any of our directors. The number of shares of Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Morgan Stanley & Co. LLC will administer our directed share program. See "Certain Relationships and Related Party Transactions," "Shares Eligible for Future Sale," and "Underwriting — Directed Share Program."
Voting	Each share of our Class A common stock will be entitled to one vote. Each share of our Class B common stock will be entitled to ten votes. The holders of our Class A common stock and Class B common stock will generally vote together as a single class on all matters submitted to a vote of our stockholders unless otherwise required by Delaware law or our amended and restated certificate of incorporation. See "Description of Capital Stock."
Concentration of ownership	Intel, which beneficially owns 100% of the outstanding shares of our common stock prior to this offering, will beneficially own approximately % of the voting power of our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) after the completion of this offering and, as a result, will have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of our directors and the approval of significant corporate transactions. See "Description of Capital Stock." We will be a "controlled company" within the meaning of the corporate governance standards of Nasdaq. See "Management — Controlled Company Exemption."
Dividends	In connection with the Reorganization, on April 21, 2022, we distributed to Intel the Dividend Note agreeing to pay Intel an aggregate of $3.5 billion. We intend to use a portion of the net proceeds that we receive from this offering to repay indebtedness under the Dividend Note. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. See "Use of Proceeds." In connection with the Reorganization, on May 12, 2022, we declared and paid the Dividend in an aggregate amount of $336 million to Intel, net of $14 million of cash paid to tax authorities to settle related tax obligations.

	Following the completion of this offering, we intend to retain any future earnings and do not anticipate declaring or paying any cash dividends in the foreseeable future. Any declaration and payment of future dividends to holders of our common stock will be at the sole discretion of our board of directors and will depend on many factors, including economic conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, legal, tax, and regulatory restrictions, including restrictive covenants contained in certain of our subsidiaries' credit facilities, and such other factors as our board of directors may deem relevant. See "Dividend Policy."
Intercompany Agreements	Prior to the completion of this offering, we will enter into the Intercompany Agreements with Intel and certain of its subsidiaries, whereby Intel and such subsidiaries will continue to provide certain administrative and operational services and will supply and license certain technologies to us, and we will supply Intel with certain technologies. See "Certain Relationships and Related Party Transactions — Intercompany Agreements."
Listing	We have applied to list our Class A common stock on Nasdaq under the symbol "MBLY".
Risk Factors	See "Risk Factors" for a discussion of factors you should carefully consider before deciding to invest in our Class A common stock.

The number of shares of our common stock to be outstanding immediately after this offering:

- is based on shares of our Class A common stock and shares of our Class B common stock outstanding on , 2022;
- excludes shares of our Class A common stock based on an assumed initial public offering price of $ (the midpoint of the price range set forth on the cover of this prospectus), issuable upon the vesting of restricted stock units to be issued under our equity incentive plan upon the completion of this offering, none of which restricted stock units will be vested at such time (prior to the completion of this offering, our board of directors will have approved these issuances in an aggregate value of $, with the actual number of shares to be issuable calculated based on the actual initial public offering price); and
- excludes shares of our Class A common stock reserved for future issuance under our equity incentive plan.

Unless otherwise indicated, the information in this prospectus:

- gives effect to the Reorganization;
- assumes an initial public offering price of $ per share of our Class A common stock, which is the midpoint of the estimated initial public offering price range set forth on the cover page of this prospectus;
- assumes the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering; and
- assumes no exercise of the underwriters' option to purchase additional shares of our Class A common stock.

SUMMARY HISTORICAL AND UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Set forth below are summary historical and unaudited pro forma condensed combined financial information. The summary historical combined financial information includes costs of our business, which include the allocation of certain expenses from Intel. We believe these allocations were made on a reasonable basis. The summary historical combined balance sheet information as of December 25, 2021 and December 26, 2020, and the summary historical combined statements of operations information for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 have been derived from the historical combined financial statements of Mobileye Group (as such term is described in our combined financial statements and the accompanying notes included elsewhere in this prospectus) and included elsewhere in this prospectus. The summary condensed combined statements of operations for the six months ended July 2, 2022 and June 26, 2021 and the condensed combined balance sheet data as of July 2, 2022, have been derived from our unaudited condensed combined financial statements included elsewhere in this prospectus. The unaudited condensed combined financial statements were prepared on the same basis as the audited combined financial statements and have included all adjustments, consisting only of normal recurring adjustments that, in our opinion, are necessary to state fairly the financial information set forth in those statements. The summary unaudited pro forma condensed combined financial information has been derived from the information contained in the section titled "Unaudited Pro Forma Condensed Combined Financial Information."

The summary historical and unaudited pro forma condensed combined financial information may not be indicative of our future performance as a stand-alone public company. You should read the summary financial information presented below in conjunction with the information included under the headings "Unaudited Pro Forma Condensed Combined Financial Information" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical combined financial statements and the accompanying notes included elsewhere in this prospectus.

	Pro Forma as Adjusted[1]	Historical		
	Year Ended	Year Ended		
(in millions, except per share data)	December 25, 2021	December 25, 2021	December 26, 2020	December 28, 2019
Revenue	$	$1,386	$ 967	$ 879
Gross profit		655	376	423
Operating loss		(57)	(213)	(86)
Net loss		(75)	(196)	(328)
Net loss per share, basic and diluted	$	N/A	N/A	N/A

	Pro Forma as Adjusted[1]	Historical	
	Six Months Ended	Six Months Ended	
(in millions, except per share data)	July 2, 2022	July 2, 2022	June 26, 2021
Revenue	$	$ 854	$ 704
Gross profit		405	348
Operating income (loss)		(36)	7
Net income (loss)		(67)	4
Net loss per share, basic and diluted	$	N/A	N/A

	Pro Forma as Adjusted[1][2]	Historical		
(in millions)	July 2, 2022	July 2, 2022	December 25, 2021	December 26, 2020
Cash and cash equivalents	$	$ 774	$ 616	$ 85
Total assets[3]		16,162	16,655	16,462
Dividend Note with related party		3,509	—	—
Total equity	$	$11,199	$15,889	$15,842

(1) See section titled "Unaudited Pro Forma Condensed Combined Financial Information" for pro forma adjustments reflected and related methodologies applied in preparing the unaudited condensed combined pro forma statement of operations and balance sheet.

(2) A $1.00 increase (decrease) in the assumed initial public offering price per share would increase (decrease) our cash and cash equivalents, total assets and total equity by approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of our Class A common stock in full), assuming that the number of shares of our Class A common stock sold by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of our Class A common stock offered by us would increase (decrease) our cash and cash equivalents, total assets and total equity by approximately $ million, assuming that the assumed initial public offering price remains the same, and after deducting the underwriting discounts and commissions and commissions and estimated offering expenses payable by us.

(3) Includes goodwill and intangible assets, net, in the amounts of $ billion, on a pro forma as adjusted basis as of July 2, 2022, and $13.8 billion, $14.0 billion, and $14.5 billion as of July 2, 2022, December 25, 2021, and December 26, 2020, respectively.

RISK FACTORS

An investment in our Class A common stock involves a high degree of risk. You should carefully consider the risks described below together with other information set forth in this prospectus before investing in our Class A common stock. If any of the following risks or uncertainties actually occur, our business, financial condition, prospects, results of operations, and cash flow could be materially and adversely affected. In that case, the market price of our Class A common stock could decline and you may lose all or a part of your investment. The risks discussed below are not the only risks we face. Additional risks or uncertainties not currently known to us, or that we currently deem immaterial, may also have a material adverse effect on our business, financial condition, prospects, results of operations, or cash flows. We cannot assure you that any of the events discussed in the risk factors below will not occur.

Risks Related to Our Business

If we are unable to develop and introduce new solutions and improve existing solutions in a cost-effective and timely manner, then our competitive position would be negatively impacted and our business, results of operations, and financial condition would be adversely affected.

Our business, results of operations, and financial condition depend on our ability to complete development of our existing ADAS and autonomous driving programs and to develop and introduce new and enhanced solutions that incorporate and integrate the latest technological advancements in sensing and perception technologies, software and hardware, and camera, radar, lidar, mapping, and AI technologies to satisfy evolving customer, regulatory, and safety rating requirements. For example, we will need to complete the development and achieve cost efficient production at scale of new generations of our EyeQ® SoCs and our software-defined radar, and source lidar cost effectively, which could include the development of our FMCW lidar, all of which are important components of our planned approach to address the AMaaS and consumer AV markets. This prospectus contains descriptions of our current expectations regarding the years by which we expect to obtain engineering samples, commence production, or release our anticipated future solutions. These time periods are subject to significant uncertainty. We may encounter significant unexpected technical and production challenges, or delays in completing the development of these and other solutions and ramping production in a cost-efficient manner. The development of these and other new and enhanced solutions requires us to invest resources in research and development and also requires that we:

- design innovative, accurate, and safety- and comfort-enhancing functions that differentiate our solutions from those of our competitors;
- continuously improve the reliability of, and reduce and ultimately remove the requirement for human intervention with, our autonomous driving technology;
- cooperate effectively on new designs and development with our customers, suppliers and partners;
- respond effectively to technological changes and product announcements by our competitors; and
- adjust to changing customer requirements, market conditions, and regulatory and rating standards quickly and cost-effectively.

If there are delays in, or if we fail to complete when expected or at all, our existing and new development programs, we may not be able to satisfy our customers' requirements, achieve additional design wins with existing or new customers, or achieve broader market acceptance of our solutions, and our business, results of operations, and financial condition would be adversely affected. In addition, the price of our solutions depends on the bundle included in the specific product. Our solutions have different margin profiles. As we develop, bundle, and sell full systems that include third-party hardware beyond EyeQ®, we expect that our gross margin will decrease on a percentage basis because of the greater third-party hardware content.

We invest significantly in research and development, and to the extent our research and development efforts are unsuccessful, our competitive position would be negatively impacted and our business, results of operations, and financial condition would be adversely affected.

To compete successfully, we must maintain successful research and development efforts, develop new solutions, and improve our existing solutions, all ahead of competitors. We are focusing our research and

development efforts across several key emerging technologies, including computer vision, software-defined radar and FMCW lidar, the True Redundancy™ sensor fusion architecture, the REM™ mapping technology and our RSS model, and the Mobileye SuperVision™ Lite, Mobileye SuperVision™, Mobileye Drive™ and Mobileye Chauffeur™ systems. These are ambitious initiatives, and we cannot guarantee that all of these efforts will deliver the benefits we anticipate or be homologated as expected. We must make research and development investments based on our views of the most promising approaches to address future customer needs in rapidly evolving markets, and we cannot be certain that we will target out research and development investments appropriately, or correctly anticipate the manner in which these markets will evolve. To the extent our research and development efforts do not produce timely improvements in utility, accuracy, safety, cost and operational efficiency, our competitive position will be harmed. We do not expect all of our research and development investments to be successful. Some of our efforts to develop and market new solutions may fail, and the solutions we invest in and develop may be rejected by regulators or may not be well received by customers, who may adopt competing technologies. We make significant investments in research and development, and our investments at times may not contribute to our future operating results for several years, if at all, and such contributions at times may not meet our expectations or even cover the costs of such investments, which would adversely affect our business, results of operations, and financial condition.

We operate in a highly competitive market.

The ADAS and autonomous driving industries are highly competitive, and we expect they will become even more competitive in the future. Our future success will depend on, among other things, our ability to continue developing superior advanced technology to remain competitive with our existing and any new competitors. Competition is based on, among other things, cost efficiency, reliability, the ability to develop and deploy increasingly complex technologies that provide for vehicle, passenger, and pedestrian safety in compliance with existing and future regulations, the ability to gather or access large validation datasets in order to train the required software and to continuously harvest new data in real-time, the ability to cost-effectively deploy hardware, the ability to integrate technologies and hardware with overall vehicle design and production, adoption by OEMs, and the ability to develop and maintain strategic relationships with other participants in the automotive industry.

A significant and growing number of established and new technology companies and automobile manufacturers have entered, or are reported to have plans to enter, the market for ADAS and autonomous driving solutions. For example, certain of our competitors have announced that they are operating autonomous robotaxis. Some of our competitors have significantly greater or better-established resources than we do to devote to the design, development, manufacturing, distribution, promotion, sale, and support of their products. Automakers who seek to develop their own in-house solutions may also become indirect competitors. Some OEMs that have incorporated our solutions in the past have decided, and some OEMs that currently incorporate our solutions may decide to design in-house solutions to replace our solutions that they currently implement. For example, Tesla had previously incorporated our ADAS solutions in their vehicles but transitioned to their own in-house ADAS solutions. Mercedes-Benz is also employing its own in-house solutions, with others such as General Motors, NIO, Volvo Cars, and Xpeng Motors also pursuing in-house solutions for portions of the ADAS software stack. In addition, our Tier 1 customers may be developing or may in the future develop competing solutions.

Tier 1 automotive supplier competitors include Bosch, Continental, and Denso. Our competitors in the silicon provider category include Ambarella, Advanced Micro Devices, Arriver / Qualcomm, Black Sesame Technologies, Horizon Robotics, Huawei, NVIDIA, NXP, Renesas Electronics, and Texas Instruments. Additional competitors that could emerge include large technology companies that are resource rich and able to deploy such resources to compete, as well as companies that are able to develop products that may not require the massive datasets upon which our technologies currently rely while still achieving the same effectiveness of algorithms.

In the autonomous driving market, including AMaaS and consumer AV, we face competition from technology companies, internal development teams from the automakers themselves, sometimes in combination with investments in early-stage autonomous vehicle technology companies, Tier 1 automotive suppliers, and robotaxi providers. AMaaS competitors include Argo AI, Aurora, Cruise, Motional, Pony.ai,

Waymo, Yandex, and Zoox in the United States and Europe and Auto X, Baidu, Deeproute.ai, Didi Chuxing, Momenta, and WeRide in China. Consumer AV competitors include Apple, Sony, and Tesla, who are developing self-driving vehicles for consumers.

Moovit competes against urban mobility applications and MaaS solutions, which provide transportation services and navigation data to consumers. Moovit's free application competition includes Alphabet, Apple, Citymapper and Transit. Moovit's application also competes with on-demand service providers that provide multi-modal ride services and route planning through their own services including Lyft, TransLoc, Trapeze, Uber, and Via.

See "Business — Our Competition."

We have experienced and are continuing to experience constraints in the supply of our EyeQ® SoCs as the result of the global semiconductor shortage, and future shortages in the supply of our EyeQ® SoCs or other critical parts would adversely affect our business, results of operations, and financial condition.

The semiconductor industry is experiencing widespread shortages of substrates and other components and available foundry manufacturing capacity, and we anticipate that such shortages will continue. These factors, combined with the long lead times associated with wafer production, have contributed to a shortage of semiconductors. During 2021 and through the first half of 2022, STMicroelectronics N.V. ("STMicroelectronics"), our sole supplier of EyeQ® SoCs, was not able to meet our demand for EyeQ® SoCs, causing a significant reduction in our inventory level, and we expect to continue to experience a shortfall of chips during the second half of 2022. We have entered 2022 with significantly lower inventories of our EyeQ® SoCs as a result of the limited supply during 2021, and, due to continuing supply chain constraints, we are operating with minimal or no inventory of EyeQ® SoCs on hand. As a result, we are substantially reliant on timely shipments of EyeQ® SoCs from STMicroelectronics to fulfill customer orders and are unable to offset future supply constraints through the use of inventory on hand, In addition, without a solution to the shortages, we may continue to have insufficient inventory in subsequent fiscal years. Since our EyeQ® SoC is the core of our ADAS and autonomous driving solutions, continued shortages in the supply of sufficient EyeQ® SoCs to meet our production needs would impair our ability to meet our customers' requirements in a timely manner, and would adversely affect our business, results of operations, and financial condition. The limited supply of EyeQ® SoCs has already led to rescheduling deliveries to our customers on certain occasions and may continue to cause delays in our ability to fulfill our customers' orders as scheduled. Moreover, global semiconductor shortages are continuing to constrain production and cause production delays by automakers, which we expect to result in reduced or delayed demand for our solutions. In addition, issues relating to the COVID-19 pandemic have led to port congestion and intermittent supplier shutdowns and delays in the delivery of critical components, resulting in additional expenses to expedite delivery of critical parts. Sustaining the proliferation of our solutions will require the readiness and solvency of our suppliers and vendors, a stable and motivated workforce, and ongoing government cooperation, including for travel and visa allowances, which many governments have restricted in connection with efforts to address the COVID-19 pandemic. In the future, to avoid supply chain constraints, we may build up inventories of EyeQ® SoCs which could require substantial amounts of capital. Furthermore, accumulating such inventories may expose us to risks regarding the obsolescence of such chips.

We depend on STMicroelectronics to manufacture our EyeQ® SoCs.

We currently purchase all of our EyeQ® SoCs from STMicroelectronics. Because of the complex proprietary nature of our EyeQ® SoCs, any transition from STMicroelectronics to a new supplier or, if there were a disaster at any of STMicroelectronics' facilities involved in manufacturing our EyeQ® SoCs, bringing new facilities online, would take a significant period of time to complete and would likely result in our having insufficient inventory and adversely affect our business, results of operations, and financial condition. In addition, our contractual relationship with STMicroelectronics does not provide us with long-term pricing or quantity guarantees, and both we and STMicroelectronics are free to terminate the arrangement at any time. Further, we are vulnerable to the risk that STMicroelectronics may be unable to meet demand for our EyeQ® SoCs or cease operations altogether. Moreover, STMicroelectronics depends on Taiwan Semiconductor Manufacturing Company Limited ("TSMC") as its subcontractor to manufacture our EyeQ® SoCs, and as a result, we are also vulnerable to the risk that TSMC may be unable to meet demand

or cease operations altogether. In addition, we may be affected by supply constraints and increased costs involving STMicroelectronics and TSMC resulting from the global semiconductor shortage. See "— We have experienced and are continuing to experience constraints in the supply of our EyeQ® SoCs as the result of the global semiconductor shortage, and future shortages in the supply of our EyeQ® SoCs or other critical parts would adversely affect our business, results of operations, and financial condition."

TSMC is located in Taiwan, and our ability to receive sufficient supplies of our EyeQ® SoCs could be adversely affected by events such as natural disasters in Taiwan, including earthquakes, drought and typhoons, the escalations of tensions between the People's Republic of China and Taiwan, including resulting from the People's Republic of China's recent step up of military exercises around Taiwan, political unrest, trade restrictions, or war. These same factors may also adversely affect the global supply of microchips and cause additional constraints on global automotive production.

We face additional supply chain risks and risks of interruption of requisite services, including, as a result of our reliance on a single or limited suppliers and vendors, for certain components, equipment, and services.

A large number of suppliers and vendors provide materials, equipment, and services that are used in the production of our solutions and other aspects of our business. Where possible, we seek to have several sources of supply. However, for certain materials, equipment, and services, we rely on a single or a limited number of direct and indirect suppliers and vendors, or upon direct and indirect suppliers and vendors in a single location. In addition, direct and indirect supplier and vendor consolidation or business failures can impact the nature, quality, availability, and pricing of the products and services available to us. For example, we currently depend on Amazon Web Services for cloud services in connection with our REM™ mapping system, Roadbook™, and AMaaS solutions including the Moovit platform, and a failure of such cloud services would result in interruptions to our services. In addition, the semiconductor industry is experiencing widespread shortages of substrates. See "— We have experienced and are continuing to experience constraints in the supply of our EyeQ® SoCs as the result of the global semiconductor shortage, and future shortages in the supply of our EyeQ® SoCs or other critical parts would adversely affect our business, results of operations, and financial condition" and "— We depend on STMicroelectronics to manufacture our EyeQ® SoCs."

Finding and qualifying alternate or additional suppliers and vendors is often a lengthy process and can lead to production delays, interruptions to our services, or additional costs, and such alternatives are sometimes not available at all. The inability of suppliers or vendors to deliver necessary production materials, equipment, or services can disrupt the production processes of our solutions and make it more difficult for us to implement our business strategy. Suppliers and vendors periodically extend lead times, face capacity constraints, limit supplies, increase prices, experience quality issues, or encounter cybersecurity or other issues that can interrupt or increase the cost of our supply and services. Production of our solutions can be disrupted by the unavailability of resources, such as water, silicon, electricity, gases, and other materials. The unavailability or reduced availability of materials or resources would require us to reduce production or incur additional costs, which would harm our business and results of operations.

We also rely on third-party providers to manufacture, assemble, and test certain components and products. From time to time, these third parties are unable to perform these services on a timely or cost-effective basis, in sufficient volumes, or at all. In some cases, there are limited or no readily available satisfactory alternate providers. In any of these circumstances, we can encounter supply delays or disruptions or incur additional costs that could prevent us from meeting customer demand and/or adversely affect our business and financial results. We typically have less control over delivery schedules, design and manufacturing co-optimization, manufacturing yields, quality, product quantities, and costs for components and products that are manufactured or supplied by third parties. Delays or quality issues with one component could limit our ability to manufacture the entire completed product.

Moreover, increased regulation or stakeholder expectations regarding responsible sourcing practices could cause our compliance costs to increase, or result in publicity that negatively affects our reputation. Moreover, given that we use several materials and services and rely on several suppliers and vendors, but do not directly control the procurement or employment practices of such suppliers and vendors, we could be subject to financial or reputational risks as a result of our suppliers' and vendors' conduct. To the extent we

are unable to manage these risks, our ability to timely supply competitive solutions will be harmed, our costs will increase, and our business, results of operations, and financial condition would be adversely affected.

Increases in costs of the materials and other components that we use in our solutions would adversely affect our business, results of operations, and financial condition.

Significant changes in the markets in which we purchase materials, components, and supplies for the production of our solutions may adversely affect our profitability. Our contractual relationship with STMicroelectronics, our sole supplier of EyeQ® SoCs, and with other suppliers, does not provide us with long-term pricing or quantity guarantees. As a result of the global semiconductor shortage and inflationary pressures, we have experienced, continue to experience, and expect to experience in 2023 increases in the cost of our EyeQ® SoCs. We are seeking to adjust the prices charged to our customers to offset these cost increases, but anticipate that, despite such price increases, our gross margin will decrease, at least in the short term, as a result of these cost increases. Competitive and market pressures limit our ability to recover increases in costs through increases in prices we charge to our customers, and, even where we are able to achieve price increases that would offset such increased costs, in some cases there may be a delay before we are able to do so. The inability to pass on price increases to our customers when raw material or component prices increase rapidly or are significantly higher than historic levels would adversely affect our business, results of operations, and financial condition.

In addition, the prices of our solutions depend on the bundle of applications that are included in the specific product, and our prices vary significantly across our solutions. Our solutions have different margin profiles, which vary between solutions depending on the amount, number, and type of components that we deliver. If we fail to maintain our solutions mix or maintain our gross margin and operating margin, our business, results of operations, and financial condition would be adversely affected.

Our business may suffer from claims relating to, among other things, actual or alleged defects in our solutions, or if our solutions actually or allegedly fail to perform as expected, and publicity related to these claims could harm our reputation and decrease demand for our solutions or increase regulatory scrutiny of our solutions.

Our software and hardware, including our EyeQ® SoCs, are complex and, from time to time, have had, and could have or could be alleged to have, defects in design or manufacturing, security vulnerabilities or other errors, failures, or other issues of not functioning in accordance with their specifications or as expected. Some errors or defects in our solutions have been, and could be, initially undetected and only discovered after they have been tested, commercialized, and deployed by customers. Alleged or actual defects in any of our solutions could result in adverse publicity for us, warranty claims, litigation against us, legal expenses and damages, our customers never being able to commercialize technology incorporating our solutions, negative publicity for our customers, and other consequences. Errors, defects, or security vulnerabilities could result in serious injury to or death of the end users of vehicles incorporating our solutions, or those in the surrounding area, including as a result of traffic accidents and collisions. If that is the case, we would incur significant additional development costs and product recall, repair, or replacement costs.

If any of our solutions are or are alleged to be defective, we may be required to participate in a recall involving such solutions. Each vehicle manufacturer has its own practices regarding product recalls and other product liability actions relating to its suppliers. However, as suppliers become more integrally involved in the vehicle design process, OEMs may look to their direct and indirect suppliers for contribution when faced with recalls and product liability claims. OEMs also require their suppliers to guarantee or warrant their products and bear the costs of repair and replacement of such products under new vehicle warranties. Depending on the terms under which we supply products to a Tier 1 customer or OEM, a vehicle manufacturer may attempt to hold us responsible for some or all of the repair or replacement costs of defective products under new vehicle warranties when the OEM asserts that the solution supplied did not perform as warranted. Our potential liability may increase to the extent that OEMs increasingly purchase our products directly, as opposed to incorporating our solutions through indirect purchases from our Tier 1 customers. Although we regularly evaluate the level of our reserves for warranty claims and adjust them when appropriate, final amounts determined to be due in respect of warranty claims could differ materially from our recorded estimates. Product liability, warranty, and recall costs would have an adverse effect on our business, results

of operations, and financial condition. In addition, product liability claims present the risk of protracted litigation, legal fees, and diversion of management's attention from the operation of our business, even if our defense of these claims is ultimately successful.

While STMicroelectronics is responsible for quality control and procedures for testing and manufacturing our EyeQ® SoCs to our specifications, we retain liability for failure in production caused by defective EyeQ® SoC design or error. Although we use disclaimers, limitations of liability, and similar provisions in our agreements, there is no assurance that any or all of these provisions will prove to be effective barriers to product liability claims. In addition, although we are currently covered by Intel's product liability insurance program, there is no assurance that such insurance will be adequate to cover any or all of our potential losses as a result of large deductibles and broad exclusions. Intel may also discontinue our insurance coverage, and we may be unable to find replacement insurance on acceptable terms, or at all.

Furthermore, the automotive industry in general is subject to significant litigation claims due to the potentially severe consequences of traffic collisions or other accidents. As a provider of solutions related to, among other things, preventing traffic collisions and other accidents, we could be subject to litigation for traffic collisions or other accidents, even if our solutions or their features or the failure thereof did not cause any particular traffic collision or accident. Our technology has been involved, and we expect in the future will be involved, in accidents resulting in death or personal injury, and such accidents where our solutions or their features are involved may be the subject of significant public attention. There also remains significant uncertainty in the legal implications to providers of emerging ADAS and autonomous driving technologies of traffic collisions or other accidents involving such technologies, particularly given variations in legal and regulatory regimes that are emerging in different jurisdictions, and we may become liable for losses that exceed the current industry norms as the regulatory and legal landscape develops. In addition, because ADAS and autonomous driving technologies rely on products and services provided by third parties, there is the potential that the failure of such third-party products or services that affect the performance of EyeQ® SoCs, notwithstanding the absence of any defect in design or manufacture or other failure in EyeQ® SoCs themselves, could result in additional claims being made against us.

Publicity regarding claims involving our solutions can also have an adverse effect on our reputation and the reputation for ADAS and autonomous driving solutions, which could decrease consumer demand for vehicles incorporating these technologies. Further, enhanced publicity surrounding such claims may also increase the regulatory scrutiny of our platforms, which could have a material adverse effect on our ability to complete our business plans.

We invest significant effort and money seeking OEM selection of our solutions, and there can be no assurance that these efforts will result in the selection of our solutions for use in production models. If we fail to achieve a design win after incurring substantial expenditures in these efforts, our future business, results of operations, and financial condition would be adversely affected.

We invest significant effort and money from the time of our initial contact with an OEM to the time when the OEM chooses our technology for ADAS or autonomous driving applications to be incorporated into one or more specific vehicle models to be produced by the OEM. This selection process is known as a "design win." We could expend significant resources pursuing, but fail to achieve, a design win. After a design win, it is typically difficult for a product or technology that did not receive the design win to displace the winner until the OEM issues a new request for quotation because an OEM will generally not change complex technology already integrated in its systems until a vehicle model is revamped. In addition, the firm with the winning design may have an advantage with the OEM going forward because of the established relationship between the winning firm and the OEM, which would make it more difficult for that firm's competitors to win the designs for other production models. If we fail to win a significant number of OEM design competitions in the future, then our business, results of operations, and financial condition would be adversely affected.

There is no guarantee that our customers will purchase our solutions in any certain quantity or at any certain price even after we achieve design wins, and there may be significant delays between the time we achieve a design win until we realize revenue from the vehicle model.

We generally do not have contracts with customers that require them to purchase our solutions in any certain quantity or at any certain price, and our sales could be less than we forecast if a vehicle model for

which we achieved a design win is unsuccessful, including for reasons unrelated to our solutions, if an OEM decides to discontinue or reduce production of a vehicle model or of the use of our solutions in a vehicle model, or if we face downward pricing pressure. As a result, achieving design wins is not a guarantee of revenue, and our sales may not correlate with the achievement of additional design wins. Moreover, pricing estimates are made at the time of a request for quotation by an OEM, so that worsening market or other conditions between the time of a request for quotation and an order for our solutions may require us to sell our solutions for a lower price than we initially expected. Due to the recent global material shortage, we have been working with our customers to ensure they commit to certain volumes in order to secure quantities. However, we have not committed to supply such volumes and the volumes we supply will depend upon market conditions. We may also face pricing pressures from our customers as a result of their restructuring, consolidation, and cost-cutting initiatives or as a result of increased competition. As a particular solution matures and unit volumes increase, we also generally expect its average selling price ("ASP") to decline. In addition, there are generally step-downs in pricing over periods of production as volumes ramp up. If we are unable to generate sufficient production cost savings or introduce solutions with additional features and functionality at higher price points to offset price reductions, then our business, results of operations, and financial condition would be adversely affected.

Furthermore, our solutions are technologically complex, incorporate many technological innovations, and are typically subject to significant safety testing, and OEMs generally must make significant commitments of resources to test and validate our solutions before including them in any particular vehicle model. The integration cycles of our solutions with new OEMs are approximately one to three years after a design win, depending on the OEM and the complexity of the solution. These integration cycles result in our investment of resources prior to realizing any revenue from a vehicle model. An OEM may choose to cancel production of the vehicle model for which we achieved the design win or cancel or postpone the vehicle model. Our ADAS and autonomous driving solutions control various vehicle functions including engine, transmission, safety, steering, navigation, acceleration, and braking and therefore must be integrated effectively with the other systems of the vehicle developed by the OEM, our Tier 1 customers, and other suppliers, and we may be unable to achieve the requisite level of interoperability in a vehicle model for our solutions to be implemented even after a design win.

In connection with our design wins, we typically receive preliminary estimates from OEMs of their anticipated production volumes for the models relating to those design wins, and we have included information in this prospectus relating to the aggregate vehicles represented by certain of those estimates. Those estimates may be revised significantly by the OEMs, potentially multiple times, and may not be representative of future production volumes associated with those design wins, which could be significantly higher or lower than estimated. For example, several automakers have decreased their initial 2022 vehicle production projections, and we have adjusted our forecasts accordingly. Furthermore, long development cycles or vehicle model cancellations or postponements would adversely affect our business, results of operations, and financial condition. In addition, in prior periods, certain Tier 1 customers increased their orders for components and parts, including our solutions, to counteract the impact of supply chain shortages for auto parts, and we expect these Tier 1 customers will utilize accrued inventory on hand before placing new orders to meet the demand of OEMs in current or future periods. As a result, some demand for our solutions and the corresponding revenue from these customers were shifted to earlier time periods than otherwise would have occurred absent a general supply chain shortage and inflationary environment.

We depend on a limited number of Tier 1 customers and OEMs for a substantial portion of our revenue, and the loss of, or a significant reduction in sales to, one or more of our major Tier 1 customers and/or the discontinued incorporation of our solutions by one or more major OEMs in their vehicle models would adversely affect our business, results of operations, and financial condition.

We supply OEMs with the EyeQ® platform directly or through our arrangements with automotive system integrators, known as Tier 1 automotive suppliers, which are direct suppliers to OEMs. In 2021, our three largest Tier 1 customers, who were ZF, Valeo, and Aptiv, accounted for 35%, 19%, and 17%, respectively, of our revenue. For the six months ended July 2, 2022, our three largest Tier 1 customers, who were ZF, Valeo, and Aptiv, accounted for 43%, 15%, and 15%, respectively, of our revenue. Moreover, in 2021, 14%, 12%, 12%, and 12% of our revenue was derived from the incorporation of our solutions into the vehicle models of four OEMs and a total of 78% of our revenue was derived from the incorporation of our

solutions into the vehicle models of eight OEMs (including those four) through our Tier 1 customers. In the six months ended July 2, 2022, 13%, 12%, 11%, and 10% of our revenue was derived from the incorporation of our solutions into the vehicle models of four OEMs and a total of 76% of our revenue was derived from the incorporation of our solutions into the vehicle models of eight OEMs (including those four) through our Tier 1 customers. We have not executed written agreements with these Tier 1 customers but rather provide our solutions to such customers pursuant to standard purchase orders under our general terms and conditions, pursuant to which they are generally not obligated to purchase our solutions in any certain quantity or at any certain price. See "— There is no guarantee that our customers will purchase our solutions in any certain quantity or at any certain price even after we achieve design wins, and there may be significant delays between the time we achieve a design win until we realize revenue from the vehicle model." Notwithstanding the foregoing, as a result of global shortages, some of our customers, including our top three Tier 1 customers, have committed to purchasing minimum quantities of certain solutions in 2022.

We believe our business, results of operations, and financial condition for the foreseeable future will likely continue to depend on sales to a relatively small number of Tier 1 customers and the incorporation of our solutions by a relatively small number of OEMs in their vehicle models. In the future, our current Tier 1 customers may decide not to purchase our solutions, may purchase fewer of our solutions than they did in the past, or may alter their purchasing patterns, and OEMs may discontinue incorporation of our solutions in their vehicle models, including as a result of a transition to in-house solutions or solutions provided by our competitors, or their individual or aggregate production levels may decline due to a number of factors, including supply chain challenges and macroeconomic conditions. Further, the amount of revenue attributable to any single Tier 1 customer, or our Tier 1 customer concentration generally, may fluctuate in any given period. The loss of one or more key Tier 1 customers, a reduction in sales to any key Tier 1 customer, the discontinued or decreased incorporation of our solutions by a key OEM, or our inability to attract new significant Tier 1 customers and OEMs would negatively impact our revenue and adversely affect our business, results of operations, and financial condition.

The success of our AMaaS solutions will depend on their effective deployment and operation by third parties.

The success of our AMaaS directed solutions will depend on our customers and partners, such as fleet operators, effectively deploying and operating our solution in the future, and their failure to do so may result from factors outside our control. We are collaborating with various business-to-business and business-to-consumer channels for the purpose of deploying Mobileye Drive™. As part of our business-to-business go-to-market strategy, we expect to sell and integrate Mobileye Drive™ to a range of shuttle network operators and vehicle OEMs that intend to operate consumer-facing AMaaS, transportation on demand, and delivery services. Our current list of publicly announced business-to-business partners is Beep, Benteler, ComfortDelgro, Lohr, Marubeni, RATP Group, Schaeffler, Udelv, and Willer. Additionally, as part of our business-to-customer go-to-market strategy, we expect to deploy Mobileye Drive™-enabled AMaaS offerings by integrating them with our self-driving vehicles in partnership with fleet operators, such as SIXT. Such third parties may also terminate our partnerships with them. For example, in February 2021, we publicly announced a business-to-business partnership with Transdev to deploy autonomous shuttles, and, in June 2022, Transdev notified us that it has decided to end our joint efforts relating to the development of autonomous vehicles as a result of a change in its internal development strategy. Any failures by third parties to effectively deploy and operate our AMaaS solutions, or the termination of our relationships with any such third parties, would adversely affect our business, results of operations, and financial condition.

Developing RoadBook™ depends on continued cooperation by OEMs.

The success of our Cloud-Enhanced Driver Assist system requires significant amounts of fresh mapping data from series production vehicles around the world in order to develop RoadBook™. We currently have agreements in place that provide OEMs with economic benefits or technological advantages to provide us with data arriving from OEM series production vehicles, but there is no guarantee that we can keep such agreements in place or that OEMs will continue to cooperate with us. If we are not able to obtain mapping data for RoadBook™, our Cloud-Enhanced Driver Assist system will not perform as expected, which would adversely affect our business, results of operations, and financial condition.

We are highly dependent on the services of Professor Amnon Shashua, our President and Chief Executive Officer.

We are highly dependent on Professor Shashua, our President and Chief Executive Officer. While Professor Shashua is highly active in our management and allocates a significant amount of time to our company, he does not devote his full time and attention to our company. For example, Professor Shashua is also the Chairman and co-founder of AI21 Labs, which works to use AI to understand and create natural language, the Co-Chairman and co-founder of OrCam, which harnesses computer vision and AI to assist the visually and hearing impaired, the Founder of One Zero Digital Bank, an entirely digital independent bank being developed in Israel, the Chairman and co-founder of Mentee Robotics, which aims to build humanoid robots, and the Sachs Chair in Computer Science at the Hebrew University of Jerusalem, where he teaches and supervises graduate students. Professor Shashua may also become involved in additional ventures from time to time. The loss of Professor Shashua, or a significant diminution in his contribution to us, would adversely affect our business, results of operations, and financial condition.

If we are unable to attract, retain, and motivate key employees, then our business, results of operations, and financial condition would be adversely affected.

Hiring and retaining qualified executives, developers, engineers, technical staff, and sales representatives are critical to our business. The competition for highly skilled employees in our industry is increasingly intense. Competitors for technical talent increasingly seek to hire our employees. Changes in the interpretation and application of employment-related laws to our workforce practices may also result in increased operating costs and less flexibility in how we meet our changing workforce needs. To help attract, retain, and motivate qualified employees, we intend to use employee incentives such as share-based awards. Our employee hiring and retention also depend on our ability to build and maintain a diverse and inclusive workplace culture and be viewed as an employer of choice. If our share-based or other compensation programs and workplace culture cease to be viewed as competitive, our ability to attract, retain, and motivate employees would be weakened, which would harm our results of operations. Equity compensation has been, and will continue to be, an important part of our future compensation strategy and a significant component of our future expenses, which we expect to increase over time. Moreover, sustained declines in our stock price can reduce the retention value of our share-based awards. If we do not effectively hire, onboard, retain, and motivate key employees, then our business, results of operations, and financial condition would be adversely affected.

Changes in our management team can also disrupt our business. Our management and senior leadership team has significant industry experience, and their knowledge and relationships would be difficult to replace. Leadership changes may occur from time to time, and we cannot predict whether significant resignations will occur or whether we will be able to recruit qualified personnel. In addition, the relationships and reputation that members of our management and key leadership have established and maintain with our Tier 1 customers and OEMs contribute to our ability to maintain strong relationships with key partners and to identify new business opportunities.

As part of the Reorganization, we have also recruited certain employees relating to the Mobileye business from Intel. The failure to successfully transition and assimilate key employees would adversely affect our results of operations.

We face integration risks and costs associated with companies, assets, employees, products, and technologies that we have or that we may acquire, including with our acquisition of Moovit.

We have in the past and, if we are presented with appropriate opportunities, we may in the future acquire or make investments in complementary companies, assets, employees, products, and technologies. We face risks, uncertainties, and disruptions associated with the integration process of any such acquisitions or investments, including difficulties in the integration of the operations of an acquired company, integration of acquired technology with our solutions, diversion of our management's attention from other business concerns, the potential loss of key employees or customers of the acquired business, and our inability to achieve the strategic goals of such acquisitions and investments. For example, Intel acquired Moovit in May 2020 to accelerate our MaaS offering. On May 31, 2022, we legally acquired the Moovit entities from Intel in connection with this offering, and we may be unable to successfully integrate Moovit's

MaaS platform into our business and may fail to achieve the financial and strategic objectives of the acquisition of Moovit. We have also integrated a number of Intel employees to support and accelerate the development of EyeQ Kit™. We may fail to make any or satisfactory returns on our acquisition of Moovit or any other investment, acquisition, or integration of employees, which could result in an impairment of goodwill and other assets and restructuring charges. Any failure to successfully integrate other companies, assets, employees, products, or technologies that we have or may acquire will adversely affect our business, results of operations, and financial condition. Furthermore, we may have to incur debt or issue equity securities to pay for any future acquisitions or investments, the issuance of which could be dilutive to our existing stockholder.

We may need to raise additional capital in the future, which may not be available on terms acceptable to us, or at all.

A majority of our operating expenses are for research and development activities. Our capital requirements will depend on many factors, including, but not limited to:

- technological advancements;
- market acceptance of our solutions and solution enhancements, and the overall level of sales of our solutions;
- research and development expenses;
- our relationships with our customers and suppliers;
- our ability to control costs;
- sales and marketing expenses;
- enhancements to our infrastructure and systems and any capital improvements to our facilities;
- potential acquisitions of businesses and product lines; and
- general economic conditions, including the effects of the COVID-19 pandemic, inflation, rising interest rates, and international conflicts and their impact on the automotive industry in particular.

If our capital requirements are materially different from those currently planned, we may need additional capital sooner than anticipated. If additional funds are raised through the issuance of equity or convertible debt securities, our stockholders may be diluted. Additional financing may not be available on favorable terms, on a timely basis, or at all. If adequate funds are not available or are not available on acceptable terms, we may be unable to continue our operations as planned, develop or enhance our solutions, expand our sales and marketing programs, take advantage of future opportunities, or respond to competitive pressures.

We are affected by fluctuations in currency exchange rates, including those in connection with recent inflationary trends in the United States.

We are exposed to adverse as well as beneficial movements in currency exchange rates. Our functional currency is the U.S. dollar, and we incur financial expenses in connection with fluctuations in value due to foreign exchange differences between our monetary assets and liabilities denominated in New Israeli Shekels and, to a much lesser extent, the Euro, the Chinese Yuan, the Japanese Yen, and other currencies. Although most of our sales occur in U.S. dollars, and our financial results are reported in U.S. dollars, the vast majority of our payroll and other operating expenses are accrued in New Israeli Shekels. An increase in the value of the dollar will increase the real cost to our customers of our solutions in those markets outside the U.S. where we sell in dollars, and a weakened dollar will increase the cost of expenses such as payroll, utilities, tax, marketing expenses, and capital expenditures. For example, recent inflationary trends in the United States have significantly devalued the U.S. dollar with respect to the New Israeli Shekel and many other currencies, causing a significant increase to our expenses, particularly in Israel. Changes in exchange rates would adversely affect our business, results of operations, and financial condition.

Our historical financial information may not be representative of our results as an independent public company.

The historical combined financial information included in this prospectus may not necessarily reflect our results of operations, financial position, and cash flows in the future or what they would have been had

we been a separate, stand-alone company during the years presented. Our historical financial data presented in this prospectus includes costs of our business, which may not, however, reflect the expenses we would have incurred as a stand-alone company for the years presented. Actual costs that may have been incurred if we had operated as a stand-alone company would depend on a number of factors, including the chosen organizational structure, the outsourcing of certain functions, and other strategic decisions. We have provided pro forma financial information that gives effect to the Reorganization, this offering, and the use of net proceeds from this offering, as further described under "Unaudited Pro Forma Condensed Combined Financial Information." The pro forma financial information included in this prospectus is also not representative of our results as an independent public company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Information" and our historical combined financial statements and the accompanying notes included elsewhere in this prospectus.

The COVID-19 pandemic has adversely affected significant portions of our business and could have a continued adverse impact on our business, results of operations, and financial condition.

The COVID-19 pandemic has adversely affected significant portions of our business and could have a continued adverse effect on our business, results of operations, and financial condition. Authorities have imposed, and businesses and individuals have implemented from time to time, numerous measures to try to contain the virus and its variants or treat its impact, such as travel bans and restrictions, quarantines, shelter-in-place/stay-at-home and social distancing orders, shutdowns, and vaccine requirements. These measures have impacted and may further impact our workforce and operations, the operations of our customers, and those of our and their respective suppliers and partners. We have experienced, and could in the future experience, reduced workforce availability at some of our sites, construction delays, and reduced capacity at some of our suppliers. Restrictions on our operations or workforce, or of those of our suppliers, and transportation restrictions or disruptions, can limit our ability to meet customer demand. Our customers have experienced, and may in the future experience, disruptions in their operations and supply chains, which can result in delayed, reduced, or cancelled orders or collection risks. Any such occurrences would adversely affect our business, results of operations, and financial condition.

The pandemic has caused us to modify our business practices, including with respect to employee travel, employee work locations, cancellation of physical participation in meetings, events, and conferences, and social distancing measures. We may take further actions to prevent infections as required by government authorities or others, or that we determine are in the best interests of our employees, customers, suppliers, and partners. Work-from-home and other measures introduce additional operational risks, including cybersecurity risks, and have affected the way we conduct development, validation, and qualification of our solutions and other activities. There is no certainty that such measures will be sufficient to mitigate the risks posed by the virus, and illness and workforce disruptions could lead to unavailability of key personnel and harm our ability to perform critical functions.

The pandemic has significantly increased economic and demand uncertainty, and has led to volatility in capital markets and credit markets. See "— General Risks — Global or regional conditions can adversely affect our business, results of operations, and financial condition." Restrictions imposed on travel and reduced operations or closures of OEM manufacturers or dealerships that sell vehicle models that implement our solutions could result in challenges in or postponements for deployments of our new and existing solutions. Given the continued and substantial economic uncertainty and volatility created by the pandemic, it is difficult to predict the nature and extent of impacts on demand for our solutions.

The degree to which COVID-19 impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including the duration and severity of the pandemic, the actions taken to contain the virus and its variants or treat their impact, other actions taken by governments, businesses, and individuals in response to the virus and resulting economic disruption, and how quickly and to what extent normal economic and operating conditions can resume. Additional impacts and risks may arise that we are not aware of or able to respond to effectively. We are similarly unable to predict the extent of the impact of the pandemic on our customers, suppliers, and other partners, but an adverse effect on these parties could also adversely affect us. The impact of COVID-19 can also exacerbate other risks discussed in this Risk Factors section and throughout this prospectus.

We are a holding company.

We are a holding company. Accordingly, our ability to conduct our operations, service any debt that we may incur, and pay dividends, if any, is dependent upon the earnings from the business conducted by our subsidiaries. The distribution of those earnings or advances or other distributions of funds by our subsidiaries to us, as well as our receipt of such funds, are contingent upon the earnings of our subsidiaries and are subject to various business considerations and applicable law, including the laws of Israel. If our subsidiaries are unable to make sufficient distributions or advances to us, or if there are limitations on our ability to receive such distributions or advances, we may not have the cash resources necessary to conduct our corporate operations, which could adversely affect our business, results of operations, and financial condition.

Risks Related to Privacy, Data, and Cybersecurity

Interruptions to our information technology systems and networks and cybersecurity incidents could adversely affect our business, results of operations, and financial condition.

We collect and maintain information in digital form that is necessary to conduct our business, and we rely on information technology systems and networks ("IT systems") to process, transmit, and store electronic information, and to manage or support our business and consumer facing activities. Our operations routinely involve receiving, storing, processing, and transmitting confidential or sensitive information pertaining to our business, customers, suppliers, employees, and other sensitive matters, including trade secrets, other proprietary business information, and personal information. Although we have established physical, electronic, and organizational measures designed to safeguard and secure our systems to prevent a data breach or compromise, and rely on commercially available systems, software, tools, and monitoring to provide security for our IT systems and the processing, transmission, and storage of digital information, we cannot guarantee that such measures will be adequate to detect, prevent, or mitigate cyber incidents. The implementation, maintenance, segregation, and improvement of these measures requires significant management time, support, and cost. Moreover, there are inherent risks associated with developing, improving, expanding, and updating current systems, including the disruption of our data management, procurement, production execution, finance, supply chain, and sales and service processes. These risks may affect our ability to manage our data and inventory, procure parts or supplies, or produce, sell, deliver, and service our solutions, adequately protect our intellectual property, or achieve and maintain compliance with, or realize available benefits under, applicable laws, regulations, and contracts.

We cannot be sure that the IT systems upon which we rely, including those of our third-party vendors or suppliers, will be effectively implemented, maintained, or expanded as planned. While cyberattacks against our third-party vendors or suppliers have not materially adversely affected us to date, future cyberattacks on such third parties may cause significant disruptions and materially adversely affect our business, results of operations, and financial condition. In addition, despite the implementation of preventative and detective security controls, such IT systems are vulnerable to damage, shutdown, or interruption from a variety of sources, including telecommunications or network failures or interruptions, system malfunction, natural disasters, terrorism, and war. Additionally, our IT systems and products may be vulnerable to malicious acts by hackers, including through use of computer viruses, malware (including ransomware), phishing attacks, or denial of service attacks.

We regularly face attempts by others to gain unauthorized access, or to introduce malicious software, to our IT systems. Individuals or organizations, including malicious hackers, state-sponsored organizations, insider threats, including employees and third-party service providers, or intruders into our physical facilities, at times may attempt to gain unauthorized access to or corrupt our IT systems, products, or services. Due to the widespread use of our solutions, we are a target for computer hackers and organizations that intend to sabotage, take control of, or otherwise corrupt our processes, solutions, and services. We are also a target for malicious attackers who attempt to gain access to our network or data centers or those of our suppliers, customers, partners, or end users, steal proprietary information related to our business, products, employees, suppliers, and customers, interrupt our infrastructure, systems, and services or those of our suppliers, customers, or others, or demand ransom to return control of such systems and services. Such attempts are increasing in number and in technical sophistication, and if successful, expose us and the affected parties to risk of loss or misuse of confidential or other proprietary or commercially sensitive information,

compromise personal information regarding users or employees, disrupt our business operations, and jeopardize the security of our facilities. Our IT infrastructure also includes products and services provided by third parties, and these providers may experience breaches of their systems and products that impact the security of our systems and our proprietary or confidential information.

We have experienced data breaches, cyberattacks, attempts to breach our systems, and other similar incidents, none of which have resulted in a material adverse impact to our business or operations, but there can be no guarantee we will not experience an incident that would have such an impact. Such incidents, whether or not successful, could result in our incurring significant costs related to, for example, rebuilding internal systems, writing down inventory value, implementing additional threat protection measures, providing modifications to our solutions, defending against litigation, responding to regulatory inquiries or actions, paying damages, providing customers with incentives to maintain the business relationship, or taking other remedial steps with respect to third parties, as well as reputational harm. In addition, cybersecurity threats are constantly evolving, thereby increasing the difficulty of successfully defending against them or implementing adequate preventative measures. As a result of the COVID-19 pandemic, remote work and remote access to our systems have increased significantly, which also increases our cybersecurity attack surface. There has also been an increase in cyberattack volume, frequency, and sophistication driven by the global enablement of remote workforces. We seek to detect and investigate unauthorized attempts and attacks against our network and solutions and to prevent their recurrence where practicable through changes to our internal processes and tools and changes or updates to our solutions. However, despite the implementation of preventative and detective security controls, we, and the third parties upon which we rely, remain potentially vulnerable to additional known or unknown cybersecurity threats. In some instances, we, our suppliers, our customers, and end users, can be unaware of an incident or its magnitude and effects. Even when a security breach is detected, the full extent of the breach may not be determined, and even if determined, a full investigation may require time and resources. Any actual or perceived security incident could result in, among other things, unfavorable publicity, governmental inquiry and oversight, difficulty in marketing our services, allegations by our customers that we have not performed our contractual obligations, litigation by affected parties, including our customers, and possible financial obligations for damages related to the theft or misuse of such information or inventory, any of which would adversely affect our business, results of operations, and financial condition.

Security breaches and other disruptions of our in-vehicle systems and related data could impact the safety of our end users and reduce confidence in us and our solutions.

Our ADAS and autonomous driving systems contain complex information technology. These systems may affect the control of various vehicle functions including engine, transmission, safety, steering, navigation, acceleration, and braking. We have designed, implemented, and tested security measures intended to prevent unauthorized access to these systems. However, hackers may attempt in the future to gain unauthorized access to modify, alter, and use such systems to gain control of, or to change, the functionality, user interface and performance characteristics of vehicles incorporating our solutions, or to gain access to data stored in or generated by the vehicle. In addition, as we transition to offering solutions that involve cloud-based solutions, including over-the-air updates, our solutions may increasingly be subject to cyber threats. We also transmit and store RoadBook™ data on the cloud with Amazon Web Services, and we depend on Amazon Web Services for securing data stored with it. Hackers may attempt to infiltrate, steal, corrupt, or manipulate such data on the cloud, which could also result in our in-vehicle systems malfunctioning. Malicious cybersecurity attacks against our in-vehicle systems that relate to automotive safety and related data, such as the data described in the preceding sentence, could potentially lead to bodily injury or death of end users, passengers, and others. Any unauthorized access to or control of vehicles incorporating our solutions or their systems could adversely impact the safety of those vehicles, or result in legal or regulatory claims or proceedings, liability, or regulatory penalties. Moreover, new laws, such as the new data law in Massachusetts that would permit third-party access to vehicle data and related systems, could expose our vehicles and vehicle systems to third-party access without appropriate security measures in place, leading to new safety and security risks, and reducing trust and confidence in our solutions. In addition, regardless of their accuracy, reports of unauthorized access to our solutions, their systems, or data, as well as other factors that may result in the perception that our solutions, their systems, or data are capable of being hacked, could harm our reputation, and adversely affect our business, results of operations, and financial condition.

Failures or perceived failures to comply with privacy, data protection, and information security requirements, or theft, loss, or misuse of personal information about our employees, customers, end users, or other third parties, or other information, could increase our expenses, damage our reputation, or result in legal or regulatory proceedings.

The theft, loss, or misuse of personal information collected, used, stored, or transferred by us to run our business could result in significantly increased business and security costs or costs related to defending legal claims. For example, data collected by the camera of our solutions during the development cycle of a project may include personal information such as license plate numbers of other vehicles, facial features of pedestrians, appearance of individuals, GPS data, and geolocation data. We anticipate that our collection of such personal information will increase as a result of the growth of our MaaS solutions, including our integration of Moovit, which provides us with access to personal information of its users, and it may increase as we enter into new or adjacent businesses. Notwithstanding our efforts to protect the security and integrity of our customers' personal information, we may be required to expend significant resources to comply with data breach requirements if, for example, third parties improperly obtain and use the personal information of our customers, or we otherwise experience a data loss with respect to customers' personal information. A major breach of our network security and systems may result in fines, penalties, and damages, harm our reputation, and adversely affect our business, results of operations, and financial condition.

Data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions and countries in which we provide services. We are subject to a variety of local, state, national and international laws, directives, and regulations that apply to the collection, use, retention, protection, security, disclosure, transfer, and other processing of personal data in the different jurisdictions in which we operate ("Data Protection Laws"). Any failure by us or our vendors or other business partners to comply with our public privacy notice or with U.S. federal, state, local, Israeli, Chinese, or other foreign or international Data Protection Laws could result in regulatory or litigation-related actions against us, legal liability, fines, damages, ongoing audit requirements, and other significant costs. Global privacy legislation, enforcement, and policy activity in this area are rapidly expanding and creating a complex regulatory compliance environment. Because many Data Protection Laws are new or subject to recent revisions or updates, there is often little clarity as to their interpretation or best practices for compliance, as well as a lack of precedent for the scope of enforcement. Costs to comply with Data Protection Laws and implement related privacy and data protection measures are significant, and may require us to change our business practices and compliance manners. Any noncompliance could adversely affect our ability to collect, analyze, and store data, expose us to significant monetary penalties, damage to our reputation, result in suspension of online services or sites in certain countries, and even result in criminal sanctions. Even our inadvertent failure to comply with Data Protection Laws could result in audits, regulatory inquiries, or proceedings against us by governmental entities or other third parties. Any inability to adequately address data privacy or data protection, or other information security-related concerns, even if unfounded, to successfully negotiate privacy, data protection, or information security-related contractual terms with customers, or to comply with Data Protection Laws, could result in additional cost and liability to us, harm our reputation and brand, and could adversely affect our business, results of operations, and financial condition.

Risks Related to our Intellectual Property Rights

We may not be able to adequately protect, defend or enforce our intellectual property rights, and our efforts to do so may be costly.

The success of our solutions and business depends in part on our ability to obtain patents and other intellectual property rights and to maintain adequate legal protection for our solutions in the United States and other international jurisdictions. If we are not able to adequately protect or enforce the proprietary aspects of our technology, competitors could be able to access our proprietary technology and our business, results of operations, and financial condition could be adversely affected. We currently attempt to protect our technology through a combination of patent, copyright, trademark and trade secret laws, employee and third-party nondisclosure agreements and similar means, all of which provide only limited protection. We have filed for patent and trademark registration in the United States, Israel and in certain other international jurisdictions. However, effective intellectual property protection may be unavailable in some countries

where we operate or seek to enforce our intellectual property rights or more limited in foreign jurisdictions relative to those protections available in the United States, or may not be applied for in one or more relevant jurisdictions. Even if foreign patents are granted, effective enforcement in foreign countries may not be available.

Our issued patents and trademarks and any pending or future patent and trademark applications that may result in issuances or registrations may not provide sufficiently broad protection or may not prove to be enforceable in actions against alleged infringers. The patent prosecution process is expensive, time-consuming, and complex, and we may not be able to file, prosecute, maintain, enforce, or license all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output in time to obtain patent protection. Failure to timely seek patent protection on products or technologies generally precludes us from seeking future patent protection on these products or technologies. Even if we do timely seek patent protection, the coverage claimed in a patent application can be significantly reduced before a patent is issued, and its scope can be reinterpreted after issuance. As a result, we may not be able to protect our proprietary rights adequately in the United States, Israel or elsewhere. Failure to adequately protect our intellectual property rights could result in our competitors offering similar products or services, potentially resulting in the loss of some of our competitive advantage and a decrease in our revenue, which would adversely affect our business, results of operations, and financial condition.

Despite our efforts, unauthorized parties may attempt to copy, reverse engineer, disclose, obtain, or use our technologies or systems. Our competitors may also be able to independently develop similar products or services that are competitive to ours or design around our issued patents. If third parties obtain patent protection with respect to such technologies, they may assert that our technology infringes their patents and seek to charge us a licensing fee or otherwise preclude or make costlier the use of our technology. Litigation may be necessary in the future to enforce or defend our intellectual property rights, to prevent unauthorized parties from copying or reverse engineering our solutions, to determine the validity and scope of the proprietary rights of others or to block the importation of infringing products into the United States or other countries. We have been, and in the future may be, a party to claims and litigation as a result of alleged infringement by third parties of our intellectual property. Even when we sue other parties for such infringement, that suit may have adverse consequences for our business. Any such suit is likely to be time-consuming and expensive to resolve and may divert our management's time and attention from our business, which could adversely affect our business, results of operations, and financial condition, and legal fees related to such litigation will increase our operating expenses and may reduce our net income. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us, alleging that we infringe their intellectual property or alleging that our intellectual property is invalid or unenforceable. Furthermore, any litigation initiated by us could result in a court or governmental agency invalidating or rendering unenforceable our patents or other intellectual property rights upon which the suit is based, which could adversely affect our business, results of operations, and financial condition.

In addition, we depend on licenses for certain technologies from third parties and, as a result, are dependent on these third parties to protect, defend and enforce the intellectual property rights related to those technologies. This includes an agreement with Intel in which Intel grants to us a royalty-free, nonexclusive, nontransferable, and worldwide license, sublicense, or other right, as applicable, under certain patents and patent applications of other Intel subsidiaries and certain third parties, and further includes agreements we plan to enter into with Intel in connection with this offering in which we will be granted limited licenses from Intel for sensitive core technology relating to lidar and radar. See "— We depend on licenses for certain technologies from third parties, some of which require us to pay royalties, and our inability to use such technologies in the future would harm our ability to remain competitive" and "Risks Related to Our Relationship with Intel and Our Dual Class Structure — We may have conflicts of interest with Intel and, because of (i) certain provisions in our amended and restated certificate of incorporation relating to related person transactions and corporate opportunities, (ii) agreements we have and will enter into with Intel in connection with this offering, and (iii) Intel's controlling beneficial ownership interest in our company, we may not be able to resolve such conflicts on terms favorable to us."

We have previously faced claims and may in the future become subject to additional claims and litigation brought by third parties alleging infringement by us of their intellectual property rights.

The industry in which our business operates is characterized by a large number of patents, some of which may be of questionable scope, validity, or enforceability, and some of which may appear to overlap with other issued patents. As a result, there is a significant amount of uncertainty in the industry regarding patent protection and infringement. In addition to these patents, participants in this industry typically also protect their technology, especially embedded software, through copyrights and trade secrets. In recent years, there has been significant litigation globally involving patents and other intellectual property rights.

We have previously faced claims and may in the future be subject to additional claims and litigation alleging our infringement, misappropriation or other violation of third-party patent rights, trade secret rights or other intellectual property rights, particularly as a public company with an increased profile and visibility, and as we expand our presence in the market and to new use cases and face increasing competition. In addition, in the event that we recruit employees from other technology companies, including certain potential competitors, and these employees are used in the development of solutions that are similar to the solutions they were involved in developing for their former employers, we may become subject to claims that such employees have improperly used or disclosed trade secrets or other proprietary information. We may also in the future be subject to claims by our suppliers, employees, consultants, or contractors asserting an ownership right in our patents or patent applications, as a result of the work they performed on our behalf. These claims and any resulting lawsuits, if resolved adversely to us, could subject us to significant liability for damages, impose temporary or permanent injunctions against our solutions or business operations or invalidate or render unenforceable our intellectual property. In addition, because patent applications can take many years until the patents issue, there may be applications now pending of which we are unaware, which may later result in issued patents that our solutions may infringe. If any of our solutions infringe a third party's patent rights, or if we wish to avoid potential intellectual property litigation on any alleged infringement relating to our solutions, we could be prevented from selling, or we could elect not to sell, such solutions unless we obtain additional intellectual property rights and licenses, which may involve substantial royalty or other payments and may not be available on acceptable terms or at all. Alternatively, we could be forced to redesign one or more of our solutions to avoid any infringement or allegations thereof. Procuring or developing substitute solutions that do not infringe could require significant effort and expense, and we may not be successful in any attempt to redesign our solutions to avoid any alleged infringement.

A successful claim of infringement against us, or our failure or inability to develop and implement non-infringing technology, or license the infringed intellectual property rights, on acceptable terms and on a timely basis, could materially adversely affect our business, financial condition, and results of operations. A party making such a claim, if successful, could secure a judgment that requires us to pay substantial damages or obtain an injunction. An adverse determination also could invalidate our intellectual property rights and adversely affect our ability to offer our solutions to our customers. Additionally, we may face liability to our customers, business partners or third parties for indemnification or other remedies in the event that they are sued for infringement in connection with their use of our solutions. We currently have a number of agreements in effect pursuant to which we have agreed to defend, indemnify, and hold harmless our customers, suppliers and other business partners from damages and costs which may arise from the infringement by our solutions of third-party patents or other intellectual property rights. The scope of these indemnity obligations varies, but may, in some instances, include indemnification for damages and expenses, including attorneys' fees. Furthermore, our defense of intellectual property rights claims brought against us or our customers, business partners or other related third parties, regardless of our success, would likely be time-consuming and expensive to resolve and would divert management's time and attention from our business, which could seriously harm our business. A claim that our solutions infringe a third party's intellectual property rights, even if untrue, could adversely affect our relationships with our customers or suppliers, may deter future customers from purchasing our solutions and could seriously harm our reputation with our customers or suppliers, as well as our reputation in the industry at large.

We depend on licenses for certain technologies from third parties, some of which require us to pay royalties, and our inability to use such technologies in the future would harm our ability to remain competitive.

We integrate certain technologies developed and owned by third parties into our solutions, including the central processing unit cores of our EyeQ® SoCs, through license and technology transfer agreements.

Under these agreements, we are obligated to pay royalties for each unit of our solutions that we sell that incorporates such third-party technology. If we are unable to maintain our contractual relationships with the third-party licensors on which we depend, then we may not be able to find replacement technology to integrate into our solutions on a timely basis or for a similar royalty fee, in which case our business, results of operations, and financial condition would also be adversely affected.

We also are party to an agreement with Intel in which (i) we grant to Intel a royalty-free, nonexclusive, nontransferable, perpetual, irrevocable, sublicensable under certain circumstances, and worldwide license under patents and patent applications owned or controlled by us, and (ii) Intel grants to us a royalty-free, nonexclusive, nontransferable, and worldwide license, sublicense, or other right, as applicable, under certain patents and patent applications of other Intel subsidiaries and certain third parties, and further plan to enter into agreements with Intel in connection with this offering in which we will have a limited license from Intel for sensitive core technology relating to lidar and radar. See "— Risks Related to Our Relationship with Intel and Our Dual Class Structure — We may have conflicts of interest with Intel and, because of (i) certain provisions in our amended and restated certificate of incorporation relating to related person transactions and corporate opportunities, (ii) agreements we have and will enter into with Intel in connection with this offering, and (iii) Intel's controlling beneficial ownership interest in our company, we may not be able to resolve such conflicts on terms favorable to us."

If we are unable to continue to use or license these technologies on reasonable terms, or if these technologies fail to operate properly, we may not be able to secure alternatives in a timely manner or at all, and our ability to remain competitive would be harmed. In addition, if we are unable to successfully license technology from third parties to develop future solutions, we may not be able to develop such solutions in a timely manner or at all. The operation or security of our solutions could be impaired if errors or other defects occur in the third-party technologies we use, and it may be more difficult for us to correct any such errors and defects in a timely manner, if at all, because the development and maintenance of these technologies is not within our control. Any impairment of the technologies or of our relationship with these third parties would adversely affect our business, results of operations, and financial condition.

We may become subject to claims for remuneration or royalties for assigned service invention rights by our employees that result in litigation, which would adversely affect our business, results of operations, and financial condition.

A significant portion of our intellectual property has been developed by our employees in the course of their employment for us. Under the Israeli Patent Law, 5727-1967 (the "Patent Law"), inventions conceived by an employee in the course and as a result of his or her employment with a company are regarded as "service inventions" that belong to the employer, absent a specific agreement between the employee and employer providing otherwise. The Patent Law also provides that, in the absence of an agreement to the contrary between an employer and an employee, the Israeli Compensation and Royalties Committee (the "Committee"), a body constituted under the Patent Law, will determine whether the employee is entitled to remuneration for his or her inventions. Further, the Committee has not yet determined one specific formula for calculating this remuneration but rather uses the criteria specified in the Patent Law. Although we enter into assignment-of-invention agreements with our employees and service providers pursuant to which such individuals waive their right to remuneration for service inventions, we may face claims demanding remuneration in consideration for assigned inventions. As a consequence of such claims, we could be required to pay additional remuneration or royalties to our current and/or former employees and service providers, or be forced to litigate such claims, which would adversely affect our business, results of operations, and financial condition.

In addition to patented technology, we rely on our unpatented proprietary technology, trade secrets, processes, and know-how.

We rely on proprietary information (such as trade secrets, know-how, and confidential information) to protect intellectual property that may not be patentable and may not be subject to copyright, trademark, trade dress or service mark protection, or that we believe is best protected by means that do not require public disclosure. Such proprietary information may be owned by us or disclosed to us by our licensors, suppliers or other third parties. We generally seek to protect this proprietary information by entering into confidentiality

agreements, or consulting, services or employment agreements that contain non-disclosure and non-use provisions with our employees, consultants, contractors, scientific advisors and other third parties. However, we may fail to enter into the necessary agreements, and even if entered into, these agreements may be breached or may otherwise fail to prevent disclosure, third-party infringement, or misappropriation of our proprietary information, may be limited as to their term, and may not provide an adequate remedy in the event of unauthorized disclosure or use of proprietary information. We have limited control over the protection of trade secrets used by our third-party manufacturers and suppliers and could lose future trade secret protection if any unauthorized disclosure of such information occurs. In addition, our proprietary information may otherwise become known or be independently developed by our competitors or other third parties. To the extent that our employees, consultants, contractors, scientific advisors and other third parties use intellectual property owned by others in their work for us, disputes may arise as to the rights in or to related or resulting know-how and inventions. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain protection for our proprietary information could adversely affect our competitive business position. Furthermore, laws regarding trade secret rights in certain markets where we operate may afford little or no protection to our trade secrets.

We also rely on physical and electronic security measures to protect our proprietary information, but we cannot provide assurance that these security measures will not be breached or provide adequate protection for our property. There is a risk that third parties may obtain and improperly utilize our proprietary information to our competitive disadvantage. We may not be able to detect or prevent the unauthorized use of such information or take appropriate and timely steps to protect and enforce our intellectual property rights. The theft or unauthorized use or publication of our trade secrets and other confidential business information as a result of such an incident would affect our competitive position and adversely affect our business, results of operations, and financial condition.

We use certain software and data governed by open-source licenses, which under certain circumstances could adversely affect our business, results of operations, and financial condition.

Certain of our software and data, as well as that of our customers and vendors, may be derived from or otherwise incorporate so-called “open source” software and data that is generally made available to the public by its authors and/or other third parties. Some open-source software is made available under licenses that impose certain obligations on us regarding modifications or derivative works we create based upon the open-source software. These obligations may require us to make source code for the derivative works available to the public and/or license such derivative works under a particular type of license, rather than the forms of license we customarily use to protect our intellectual property. Additionally, if we combine our proprietary software with open-source software in certain manners we could be required to release the source code of our proprietary software or to make our proprietary software available under open-source licenses to third parties at little or no cost or on unfavorable license terms. In the event that the copyright holder of, or other third party that distributes, open-source software alleges that we have not complied with the terms of an open-source license, we could incur significant legal costs defending ourselves against such allegations. If such claims are successful, we could be subject to significant damages, required to release the source code that we developed using that open-source software to the public, enjoined from distributing our software and/or required to take other actions that could adversely affect our business, results of operations, and financial condition.

While we take steps to monitor the use of open-source software in our solutions, processes and technology and try to ensure that no open-source software is used in such a way as to require us to disclose the source code to the related product, processes, or technology when we do not wish to do so, such use could inadvertently occur. Additionally, if a third-party software provider has incorporated certain types of open source software into software we license from such third party for our solutions, processes, or technology, we could, under certain circumstances, be required to disclose the source code to our solutions, processes, or technology. This could harm our intellectual property position and adversely affect our business, results of operations, and financial condition.

Further, the use of open-source software can lead to vulnerabilities that may make our software susceptible to attack, and although some open-source vendors provide warranty and support agreements, it

is common for such software to be available "as is" with no warranty, indemnity, or support. Although we monitor our use of such open-source code to avoid subjecting our solutions to unintended conditions, such use, under certain circumstances, could materially adversely affect our business, financial condition and operating results and cash flow, including if we are required to take remedial action that may divert resources away from our development efforts.

Risks Related to Our Industry

The current uncertain economic environment and inflationary conditions may adversely affect global vehicle production and demand for our solutions.

Our business depends on, and is directly affected by, the global automobile industry. Economic conditions in North America, Europe and Asia can have a large impact on the production volume of new vehicles, and, accordingly, have an impact on our revenue. Automotive production and sales are highly cyclical and depend on general economic conditions and other factors, including consumer spending and preferences, changes in interest rate levels and credit availability, consumer confidence and purchasing power, energy and fuel costs, fuel availability, environmental impact, governmental incentives, regulatory requirements, and political volatility, especially in energy-producing countries and growth markets. In addition, automotive production and sales can be affected by our customers' ability to continue operating in response to challenging economic conditions, such as those caused by the COVID-19 pandemic, and in response to labor relations issues and shortages, supply chain disruptions, regulatory requirements, trade agreements and other factors. For example, while the global vehicle industry shows recovery from the COVID-19 pandemic, with approximately 3% growth year over year in 2021, production in 2021 was still approximately 13% below the 2019 level. Moreover, automakers continue to face supply chain shortages, and we expect that global vehicle production will not fully recover from the impact of supply chain constraints in 2022 and 2023. Furthermore, current uncertain economic conditions and inflation may contribute to a reduction in consumer demand, which may reduce vehicle production over at least the next several quarters. In addition to these general economic factors, uncertainties in specific markets may further contribute to lower vehicle production. For example, the disruption by Russia of gas supplies to Western Europe could significantly impact industrial production, including vehicle production, in significant markets such as Germany. We cannot predict when the impact of these factors on global vehicle production will substantially diminish. We believe that the expected continued constraint on global automotive production resulting from supply chain shortages and the effect of economic uncertainty will limit our ability to increase our revenue. More generally, the volume of automotive production in North America, Europe, China, and the rest of the world has fluctuated, sometimes significantly, from year to year, for many reasons, and such fluctuations give rise to fluctuations in the demand for our solutions. As a result, in addition to the impact of the current uncertainties that we anticipate to impact automotive production in the near term, adverse changes in economic or market conditions or other factors, including, but not limited to, general economic conditions, the bankruptcy of any of our customers or the closure of OEM manufacturing facilities may result in a reduction in automotive sales and production, and could have an adverse effect on our business, results of operations, and financial condition.

If OEMs are unable to maintain and increase consumer acceptance of ADAS and autonomous driving technology, our business, results of operations, and financial condition would be adversely affected.

Our future operating results will depend on the ability of OEMs to maintain and increase consumer acceptance of ADAS and autonomous driving. There is no assurance that OEMs can achieve these objectives. Market acceptance of ADAS and autonomous driving depends upon many factors, including regulatory requirements, evolving safety standards, costs, and driver preferences. Market acceptance of ADAS and autonomous driving may also be adversely affected by safety incidents involving ADAS and autonomous driving solutions, even if the incidents do not involve our solutions. We cannot be sure that ADAS and autonomous driving will achieve market acceptance on a timeline that is consistent with our expectations or development and production plans. Market acceptance of our solutions also depends on the ability of market participants, including Mobileye, to resolve technical challenges for increasingly complex ADAS and autonomous driving technology in a timely and cost-effective manner. Consumers will also need to be made aware of the advantages of our solutions, such as the advantages of our offerings compared to competing technologies, specifically those that rely solely on either cameras or lidar and radar. If consumer

acceptance of ADAS and autonomous driving technology does not increase, our business, results of operations, and financial condition would be adversely affected.

We operate in an industry that is new and rapidly evolving, and the estimates and forecasts of TAM and SAM included in this prospectus are subject to significant uncertainty.

We are pursuing opportunities in markets that are undergoing rapid changes, including technological and regulatory changes, and it is difficult to predict the timing and size of the opportunities. For example, ADAS and autonomous driving applications require complex technology and are subject to uncertainties with respect to, among other things, the rate of consumer acceptance and the impact of current or future regulations. Because these automotive systems depend on technology from many companies, commercialization of some ADAS or autonomous driving solutions could be delayed or impaired on account of certain technological components of our or others not being ready to be deployed in vehicles. Regulatory, safety or reliability developments, many of which are outside of our control, could also cause delays or otherwise impair commercial adoption of these new technologies, which will adversely affect our growth.

This prospectus contains estimates and forecasts concerning our industry, including estimates of the TAM and serviceable addressable market ("SAM") of our current and anticipated future solutions, that are based on industry publications and reports or other publicly available information as well as our internal estimates and expectations. These estimates and forecasts involve a number of assumptions and limitations, and are subject to significant uncertainty, and you are cautioned not to give them undue weight. Industry surveys and publications generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy and completeness of the included information. We have not independently verified this third-party information. Similarly, our internal estimates and forecasts are based on a variety of assumptions, including assumptions regarding market acceptance of autonomous driving and ADAS and the manner in which this new and rapidly evolving market will develop. While we believe our assumptions and the data underlying our estimates and forecasts are reasonable, these assumptions and estimates may not be correct and the conditions supporting our assumptions or estimates may change at any time, thereby reducing the predictive accuracy of these underlying factors. As a result, our estimates and forecasts may prove to be incorrect. If third-party or internally generated data prove to be inaccurate or we make errors in our assumptions based on that data, the TAM and SAM for our solutions may be smaller than we have estimated, our future growth opportunities and sales growth may be smaller than we estimate, and our future business, results of operations and financial condition may be adversely affected.

Our future financial performance will depend on our ability to make timely investments in the correct market opportunities. If one or more of these markets experience a shift in customer or prospective customer demand, then our solutions may not compete as effectively, if at all, and they may not be incorporated into commercialized end customer products. Given the evolving nature of the markets in which we operate, it is difficult to predict customer demand or adoption rates for our solutions or the future growth of the markets in which we operate. Even if the market for ADAS and autonomous driving solutions grows substantially, there is no guarantee that demand for our solutions will correlate with that growth if we fail to effectively pursue such opportunities. There is also no guarantee that our business will be successful simply because of the future TAM or SAM of our solutions, or because of the trends of the TAM and SAM of our solutions. If demand does not develop or if we cannot accurately forecast customer demand, then the size of our markets, inventory requirements or our future business, results of operations, and financial condition would be adversely affected.

Regulatory and Compliance Risks

We are subject to a variety of laws and regulations that affect our operations and that could adversely affect our business, results of operations, and financial condition.

We are subject to laws and regulations worldwide that affect our operations and that differ among jurisdictions, including automotive safety regulations, regulations governing autonomous driving technology,

intellectual property ownership and infringement laws, tax laws, import and export regulations, anti-corruption laws, foreign exchange controls and cash repatriation restrictions, data privacy laws, competition laws, advertising regulations, employment laws, product regulations, environmental laws, health and safety requirements, consumer laws and national security laws. Compliance with such requirements can be onerous and expensive, and may otherwise adversely affect our business, results of operations, and financial condition.

Although we have policies, controls, and procedures designed to help ensure compliance with applicable laws, there can be no assurance that our employees, contractors, suppliers, or agents will not violate such laws or our policies. There may also be laws and regulations that limit the functionality of our solutions or require us to adapt our solutions to retain functionality. For example, the regulatory environment in China creates challenges for the proliferation of our solutions in that market. Due to regulations there, we also depend on our partners in China in order to collect, analyze and transmit data, and such partners may choose to cease, or be unable to, continue cooperating with us. Other countries have, or may implement, similar restrictions. Violations of these laws and regulations can result in fines, criminal sanctions against us, our officers, or our employees, prohibitions on the conduct of our business and damage to our reputation. The automotive and technology industries are subject to intense media, political, and regulatory scrutiny, which can increase our exposure to government investigations, legal actions, and penalties.

Our business, results of operations, and financial condition may be adversely affected by changes in automotive safety regulations or concerns that drive regulations that increase our costs or delay or halt adoption of our solutions.

There are a variety of international, foreign, federal, and state regulations that apply to vehicle safety that could affect the marketability of our solutions. Regulations relating to autonomous driving include many existing vehicle standards that were not originally intended to apply to vehicles that may not have a human driver, and autonomous driving may never be globally approved. The expected launch of our AMaaS solutions in many jurisdictions remains subject to regulatory review and approvals, and the regulatory standards relating to AMaaS are still developing and remain subject to substantial uncertainty. There has been relatively little mandatory government regulation of the self-driving industry to date. Currently, there are no Federal Motor Vehicle Safety Standards that relate to the performance of self-driving technology and no widely accepted uniform standards to certify self-driving technology and its commercial use on public roads. It is also possible that future self-driving regulations are not standardized, and our technology could become subject to differing regulations across jurisdictions. For example, in Europe, certain vehicle safety regulations apply to automated braking and steering systems, and certain treaties also restrict the legality of certain higher levels of automation, while certain U.S. states have legal restrictions on automation that many other states are also considering. Such regulations continue to rapidly change, which increases the likelihood of varying complex or conflicting regulations or may limit global adoption, impede our strategy, or negatively impact our long-term expectations for our investments in these areas.

Government safety regulations are subject to change based on a number of factors that are not within our control, including new scientific or technological data, adverse publicity regarding the industry, recalls, concerns regarding safety risks of autonomous driving and ADAS, accidents involving our solutions or those of our competitors, domestic and foreign political developments or considerations and litigation relating to our solutions and our competitors' products. Changes in government regulations, especially those relating to ADAS and autonomous driving, could adversely affect our business, results of operations, and financial condition.

Regulations governing the automotive industry impose stringent compliance and reporting requirements in response to product recalls and safety issues in the automotive industry, including a duty to report, subject to strict timing requirements, safety defects with, or reports of injuries relating to, our solutions and requirements that a manufacturer recall and repair vehicles that contain safety defects or fail to comply with applicable safety standards. If we do not rapidly address any safety concerns or defects involving our solutions, our business, results of operations, and financial condition would be adversely affected.

We are subject to risks related to trade policies, sanctions, and import and export controls.

Trade policies and international disputes at times result in increased tariffs, trade barriers and other restrictions, which can increase our manufacturing costs, make our solutions less competitive, reduce demand

for our solutions, limit our ability to sell to certain customers, limit our ability to procure components or raw materials or impede or slow the movement of our goods across borders. Increasing protectionism and economic nationalism may lead to further changes in trade policies and regulations, domestic sourcing initiatives, or other formal and informal measures.

Likewise, national security and foreign policy concerns may prompt governments to impose trade or other restrictions, which could make it more difficult to sell our solutions in, or restrict our access to, certain markets. In this regard, our business activities are subject to various trade and economic sanctions laws and regulations, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control's sanctions programs and the Export Administration Regulations issued by the U.S. Department of Commerce. These rules may prohibit or restrict our ability to, directly or indirectly, conduct activities or dealings in or with certain countries or involving certain persons, or otherwise affect our business. While we believe that current U.S. sanctions do not materially impede our ability to conduct our current business, new sanctions imposed by the United States, the European Union or other countries may restrict certain of our operations and negatively affect our revenue and profitability in the future. Although we take steps to comply with applicable laws and regulations, our failure to successfully comply with applicable sanctions or export control rules may expose us to negative legal and business consequences, including civil or criminal penalties and government investigations.

In particular, in response to Russia's recent invasion of Ukraine, the United States, the European Union, and several other countries are imposing far-reaching sanctions and export control restrictions on Russian entities and individuals. See "— The current conflict between Ukraine and Russia has exacerbated market instability and disrupted the global economy."

Additionally, tensions between the United States and China have led to increased tariffs and trade restrictions, including tariffs applicable to some of our solutions, and have affected customer ordering patterns. In addition to imposing economic sanctions on certain Chinese individuals and entities, the United States has imposed restrictions on the export of U.S.-regulated products and technology to certain Chinese technology companies, including certain of our customers. Future restrictions could adversely affect our financial performance, result in reputational harm to us due to our relationship with such companies or lead such companies to develop or adopt technologies that compete with our solutions. For example, Geely Holding Group Co., Ltd, an automotive company headquartered in China, commenced production of Mobileye SuperVision™ in its ZEEKR premium electric vehicle brand with RoadBook™ scheduled for inclusion with an OTA update in 2022, and we achieved an AV design win for inclusion of our consumer Level 4 platform built on the Mobileye Chauffeur™ system in ZEEKR. Moreover, in 2021 and in the six months ended July 2, 2022, we derived approximately 19% and 27%, respectively, of our revenue from shipments of products to China. It is difficult to predict what further trade-related actions governments may take, which may include trade restrictions and additional or increased tariffs and export controls imposed on short notice, and we may be unable to quickly and effectively react to or mitigate such actions.

Trade disputes and protectionist measures, or continued uncertainty about such matters, could result in declining consumer confidence and slowing economic growth or recession, and could cause our customers to reduce, cancel, or alter the timing of their purchases with us. Sustained geopolitical tensions could lead to long-term changes in global trade and technology supply chains, and decoupling of global trade networks, which could adversely affect our business, results of operations, and financial condition.

Given our international supply chain and distribution, we are subject to import and export laws of multiple countries. Failure to comply with the requirements of such laws may lead to the imposition of additional taxes or duties on imports or exports, fines, or penalties. For example, Israeli customs authorities are conducting an inquiry into certain imports by one of our subsidiaries into Israel. We have been cooperating with the customs authorities and, while no allegations or demands have been made to date related to this inquiry, no assurance can be given as to whether any allegations or demands will be made in the future in this regard. Although based on information currently available to us we do not expect this inquiry or its outcome to materially adversely affect our business, results of operations, or financial condition, future inquires or investigations and their outcomes relating to, or changes in, import or export laws could materially adversely affect our business, results of operations, and financial condition.

The current conflict between Ukraine and Russia has exacerbated market instability and disrupted the global economy.

The current conflict between Ukraine and Russia has caused uncertainty about economic and political stability, increasing volatility in the credit and financial markets and disrupting the global economy. The United States, the European Union, and several other countries are imposing far-reaching sanctions and export control restrictions on Russian entities and individuals. These measures could constrain our ability to work with Russian companies or individuals in connection with the development of our solutions in the future. These sanctions and export controls may also contribute to higher oil and gas prices and inflation, which could reduce demand in the global automotive sector and therefore reduce demand for our solutions. There is also a risk that Russia, as a retaliatory action to sanctions, may launch cyberattacks against the United States, the European Union, or other countries or their infrastructures and businesses. Additional consequences of the conflict may include diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, and various shortages and supply chain disruptions. While we do not currently directly rely on goods or services sourced in Russia or Ukraine and thus have not experienced any direct disruptions, we may experience indirect disruptions in our supply chain. Any of the foregoing factors, including developments or effects that we cannot yet predict, may adversely affect our business, results of operations, and financial condition.

Risks Related to Operations in Israel

Conditions in Israel affect our operations and may limit our ability to produce and sell our solutions.

Although we are incorporated under the laws of the State of Delaware, our headquarters and research and development center are located in the State of Israel, and as of July 2, 2022, substantially all of our equipment and long-lived assets were located in Israel. Many of our employees, including certain members of our management, operate from our offices that are located in Jerusalem, Israel. In addition, a number of our officers and directors are residents of Israel. Accordingly, political, economic, and military conditions in Israel and the surrounding region may directly affect our business and operations. In recent years, Israel has been engaged in sporadic armed conflicts with Hamas, an Islamist terrorist group that controls the Gaza Strip, with Hezbollah, an Islamist terrorist group that controls large portions of southern Lebanon, and with Iranian-backed military forces in Syria. In addition, Iran has threatened to attack Israel and may be developing nuclear weapons. Some of these hostilities were accompanied by missiles being fired from the Gaza Strip against civilian targets in various parts of Israel, including areas in which our employees are located, and negatively affected business conditions in Israel. Any hostilities involving Israel, regional geopolitical instability or the interruption or curtailment of trade between Israel and its trading partners as a result thereof could adversely affect our business, results of operations, and financial condition.

Our commercial insurance does not cover losses that may occur as a result of events associated with war and terrorism. Although the Israeli government currently covers the reinstatement value of certain direct damages that are caused by terrorist attacks or acts of war, such coverage would likely be limited, may not be applicable to our business and may not reinstate our loss of revenue or economic losses more generally. Furthermore, we cannot assure you that this government coverage will be maintained or that it will sufficiently cover our potential damages. Any losses or damages incurred by us could have a material adverse effect on our business. Any armed conflicts or political instability in the region would likely negatively affect business conditions and could harm our business, results of operations, and financial condition.

Further, in the past, the State of Israel and Israeli companies have been subjected to economic boycotts. Several countries still restrict doing business with the State of Israel and with Israeli companies. These restrictive laws and policies may have an adverse impact on our operating results, financial condition, or the expansion of our business. A campaign of boycotts, divestment and sanctions has been undertaken against Israel, which could also adversely impact our business, results of operations, and financial condition.

Our operations may be disrupted by the obligations of personnel to perform military service.

Some of our employees in Israel are obligated to perform annual reserve duty in the Israeli military for several days, and in some cases more, of annual military reserve duty each year until they reach the age of 40 (or older, for reservists who are military officers or who have certain occupations) and are subject to being

called for additional active duty under emergency circumstances. In response to increased tension and hostilities, there have been occasional call-ups of military reservists, and it is possible that there will be additional call-ups in the future. We cannot predict the full impact of these conditions on us in the future, particularly if emergency circumstances or an escalation in the political situation occurs. If many of our employees are called for active duty, our operations in Israel and our business may not be able to function at full capacity, and our business, results of operations, and financial condition could be adversely affected.

The tax benefits that are available to us under Israeli law require us to meet various conditions and may be terminated or reduced in the future, which could increase our costs and taxes.

We believe that our Israeli subsidiary is eligible for certain tax benefits provided to a "Special Preferred Technology Enterprise" under the Israeli Law for the Encouragement of Capital Investments, 1959, and its regulations, as amended (the "Investment Law"), including, inter alia, a reduced corporate tax rate of 6% on Israeli preferred technology taxable income, as defined in the Investment Law. In order to remain eligible for the tax benefits for a Special Preferred Technology Enterprise, our Israeli subsidiary must continue to meet certain conditions stipulated in the Investment Law and its regulations, as amended. For example, a Special Preferred Technology Enterprise must be part of a group of companies with aggregate annual revenue of at least 10 billion New Israeli Shekels. If Intel does not maintain sufficient holdings in us so that we are a consolidated group with Intel, and if we do not otherwise meet the revenue requirement as a standalone company, we would no longer meet the consolidated group income requirement to maintain our status as a Special Preferred Technology Enterprise and would instead be considered a Preferred Technology Enterprise, resulting in a higher effective corporate tax rate in Israel. If we fail to meet certain additional conditions stipulated in the Investment Law, including a minimal amount or ratio of annual research and development expenditures and research and development employees, as well as having at least 25% of our annual income derived from exports, we would also lose our status as a Preferred Technology Enterprise, resulting in an even higher effective corporate tax rate in Israel. Additionally, if our Israeli subsidiary increases its activities outside of Israel through acquisitions, then its expanded activities might not be eligible for inclusion in future Israeli tax benefit programs.

It may be difficult to enforce a U.S. judgment against our officers and directors named in this prospectus, or to assert U.S. securities laws claims in Israel or serve process on our non-U.S. officers and directors.

Not all of our directors or officers are residents of the United States, and most of their and our assets are located outside the United States. Service of process upon our non-U.S. resident directors and officers and enforcement of judgments obtained in the United States against us or our non-U.S. our directors and officers may be difficult to obtain within the United States. Additionally, we have been informed by our legal counsel in Israel that it may be difficult to assert claims under U.S. securities laws in original actions instituted in Israel or obtain a judgment based on the civil liability provisions of U.S. federal securities laws. Israeli courts may refuse to hear a claim based on a violation of U.S. securities laws against us or our non-U.S. officers and directors because Israel may not be the most appropriate forum to bring such a claim. In addition, even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, then the content of applicable U.S. law must be proved as a fact, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Israeli law. There is little binding case law in Israel addressing the matters described above. Additionally, Israeli courts might not enforce judgments rendered outside Israel, which may make it difficult to collect on judgments rendered against us or our non-U.S. officers and directors.

Moreover, an Israeli court will not enforce a non-Israeli judgment if it was given in a state whose laws do not provide for the enforcement of judgments of Israeli courts (subject to exceptional cases), if its enforcement is likely to prejudice the sovereignty or security of the State of Israel, if it was obtained by fraud or in the absence of due process, if it is at variance with another valid judgment that was given in the same matter between the same parties, or if a suit in the same matter between the same parties was pending before a court or tribunal in Israel at the time the foreign action was brought.

Risks Related to our Relationship with Intel and our Dual Class Structure

The dual class structure of our common stock will have the effect of concentrating voting control with Intel, and Intel will own shares of our Class B common stock, representing a majority of the shares of our common stock and approximately % of the voting power of our outstanding capital stock immediately following this offering. This will limit or preclude your ability to influence corporate matters.

Our Class B common stock will have ten votes per share, and our Class A common stock, which is the stock we are offering in this offering, will have one vote per share. Because of the 10-to-1 voting ratio between our Class B common stock and our Class A common stock, immediately following the offering, Intel, which will be the beneficial holder of shares of Class B common stock, will beneficially own approximately % of the voting power of our outstanding capital stock, assuming no exercise by the underwriters of their option to purchase additional shares of our Class A common stock (or % assuming full exercise by the underwriters of their option to purchase additional shares of our Class A common stock). Because Intel will beneficially hold significantly more than a majority of the combined voting power of our capital stock upon the completion of this offering, it will be able to control all matters submitted to our stockholders for approval.

As a result, for the foreseeable future, Intel will have significant influence over the management and affairs of our company and over the outcome of all matters submitted to our stockholders for approval, including the election of directors and significant corporate transactions, such as a merger, consolidation, or sale of substantially all of our assets, even if its stock holdings will be significantly diluted to represent less than 50% of the outstanding shares of our common stock. In addition, this may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders. Intel may have interests that differ from yours and may vote in a way with which you disagree, and which may be adverse to your interests. This control may adversely affect the trading price of our Class A common stock. See "Description of Capital Stock."

We expect to be a "controlled company" within the meaning of the corporate governance standards of Nasdaq. As a result, we will qualify for, and intend to rely on, exemptions from certain corporate governance standards. You will not have the same protections afforded to stockholders of companies that are subject to all corporate governance requirements of Nasdaq.

So long as more than 50% of the voting power for the election of our directors is held by an individual, a group or another company, we will qualify as a "controlled company" under listing requirements of Nasdaq. After the completion of this offering, Intel will continue to beneficially hold a majority of the voting power of our outstanding common stock. As a result, we are a "controlled company" under the Nasdaq rules. As a controlled company, we are exempt from certain Nasdaq corporate governance requirements, and we currently intend to rely on such exemptions, including those that would otherwise require our Board of Directors to have a majority of independent directors and require that we establish a compensation committee and nominating committee comprised entirely of independent directors, or otherwise ensure that the compensation of our executive officers and nominees for directors are determined or recommended to our Board of Directors by the independent members of our Board. To the extent we continue to rely on one or more of these exemptions, holders of our Class A common stock will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of Nasdaq.

Our dual class structure may depress the trading price of our Class A common stock.

We cannot predict whether our dual class structure will result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. For example, certain index providers have announced restrictions on including companies with multiple-class share structures in certain of their indexes. S&P Dow Jones and FTSE Russell have announced changes to their eligibility criteria for inclusion of shares of public companies on certain indices, including the S&P 500. These changes exclude companies with multiple classes of shares of common stock from being added to these indices. In addition, several stockholder advisory firms have announced their opposition to the use of multiple class structures. As a result, the dual class structure of our common stock may prevent the inclusion of our Class A

common stock in these indices and may cause stockholder advisory firms to publish negative commentary about our corporate governance practices or otherwise seek to cause us to change our capital structure. Any such exclusion from indices could result in a less active trading market for our Class A common stock. Any actions or publications by stockholder advisory firms critical of our corporate governance practices or capital structure could also adversely affect the value of our Class A common stock.

We may have conflicts of interest with Intel and, because of (i) certain provisions in our amended and restated certificate of incorporation relating to related person transactions and corporate opportunities, (ii) agreements we have and will enter into with Intel in connection with this offering, and (iii) Intel's controlling beneficial ownership interest in our company, we may not be able to resolve such conflicts on terms favorable to us.

Conflicts of interest may arise between Intel and us in a number of areas relating to our ongoing relationship. Potential conflicts of interest that we have identified include the following:

- *Certain of our directors may have conflicts of interest*. Each of Patrick Gelsinger, Christine Pambianchi, and Saf Yeboah-Amankwah serves both as our director and in a senior management role at Intel. Such directors owe fiduciary duties to our company pursuant to Delaware law, but these relationships could create, or appear to create, conflicts of interest when these persons are faced with decisions with potentially different implications for Intel and us.
- *Sale of shares of our common stock*. Intel may decide to sell all or a portion of our shares that it holds to a third party, including to one of our competitors, thereby giving that third-party substantial influence over our business and our affairs and possibly depressing the trading price of our Class A common stock. Such a sale could be in conflict with your interests. Prior to any such time as our Class B common stock is distributed to security holders of Intel in a transaction (including any distribution in exchange for shares of Intel's or its successor-in-interest's common stock or other securities) intended to qualify as a distribution under Section 355 of the Code, or any corresponding provision of any successor statute, shares of our Class B common stock will automatically be converted into shares of Class A common stock upon the transfer of such shares of Class B common stock by Intel other than to any of Intel's successors. See "Description of Capital Stock — Common Stock — Conversion."
- *Developing business relationships with Intel's competitors*. We may from time to time partner with, purchase from, and sell to a number of companies that compete with Intel. These companies may be less willing or unwilling to develop and maintain relationships with us, and may favor our competitors or may view us as competitors, because of our relationship with Intel.
- *Allocation of business opportunities*. Business opportunities may arise that both we and Intel find attractive, and which would complement our businesses. We may be prevented from taking advantage of new business opportunities that Intel has entered into. Furthermore, our amended and restated certificate of incorporation will provide that, until the later of (i) first date on which Intel ceases to beneficially own 20% or more of our outstanding shares of common stock and (ii) the date upon which none of our officers and/or directors are also officers and/or directors of Intel, (x) we will waive any interest or expectancy in potential transactions presented to our directors and officers who are also directors and/or officers of Intel unless expressly offered to such person in his or her capacity as our director and/or officer, as applicable, and (y) Intel shall have the right to, and shall have no duty not to, engage in the same or similar business activities or lines of business as we do, do business with any of our clients or customers, and employ or otherwise engage any of our officers or employees. See "Description of Capital Stock — Provisions of Our Amended and Restated Certificate of Incorporation Relating to Related Person Transactions and Corporate Opportunities." We may therefore not be entitled to, and Intel may be entitled to, pursue business opportunities which may otherwise be appropriate for us.
- *Sale of our products on favorable terms*. Under the terms of the Master Transaction Agreement we will enter into with Intel in connection with this offering, so long as Intel holds at least 20% of our common stock, we will sell Intel our commercially available products, including EyeQ® SoCs, for internal use, but not for resale on a standalone or bundled basis. We and Intel will also agree pursuant to the Master Transaction Agreement to hold the other in most favored status with respect to products purchased or sold for internal use, meaning that the product prices, terms, warranties, and

benefits provided between us and Intel shall be comparable to or better than the equivalent terms being offered by the party providing the products to any single, present customer of such party.

- *Worldwide and perpetual license to patents*. We are party to an agreement with Intel under which (i) we grant to Intel a royalty-free, nonexclusive, nontransferable, perpetual, irrevocable, sublicensable under certain circumstances, and worldwide license under patents and patent applications owned or controlled by us, and (ii) Intel grants to us a royalty-free, nonexclusive, nontransferable, and worldwide license, sublicense, or other right, as applicable, under certain patents and patent applications of other Intel subsidiaries and certain third parties. Any license, sublicense, or other right granted by Intel to us with respect to third-party patents and patent applications (or specific claims thereof) included in the grant in clause (ii) may be revoked (effective as of the date specified by Intel) by Intel, in whole or in part, at any time (and automatically terminates once Intel can no longer extend such rights to us under the applicable third-party license agreement), and all licenses, sublicenses or other rights from Intel with respect to patents and patent applications of other Intel subsidiaries included in the grant by Intel to us in clause (ii) automatically terminate once Intel's ownership of our common stock falls below 50%. The license granted by us to Intel in clause (i) survives even if Intel's ownership of our common stock falls below 50%, but solely with respect to patents and patent applications owned or controlled by us as of or prior to such time. The agreement will continue until the expiration of the last to expire of the patents and patent applications included in the grants in clauses (i) and (ii), unless earlier terminated by Intel at any time for its convenience. If any of our licenses from Intel were to terminate for any reason, we may be unable to replace such licenses at prices or on terms as favorable as those Intel provides, if at all, and that could adversely affect our business, results of operations, and financial condition. See "Certain Relationships and Related Party Transactions — Historical Related Party Transactions — Cross-License Agreement."
- *Limited license from Intel for certain technology related to lidar.* Intel has granted us a limited license for sensitive core technology relating to lidar pursuant to a LiDAR Product Collaboration Agreement. The license is limited to a particular lidar sensor system for ADAS and AV systems in automobiles and to certain types of customers (Tier 1s, OEMs and MaaS). For this purpose, automobile means a vehicle used primarily on public roads for transportation and not for military purposes. The development by us of any future products based on Intel technology will depend on future agreements. We are not licensed to manufacture the product based on Intel technology with anyone other than Intel. Intellectual property developed by us regarding the lidar technology, except for specifically identified lidar system technology which is developed solely by us following the completion of this offering, will be assigned by us to Intel. As a result we will not own most new lidar intellectual property, even if it is developed solely by us. The agreement will have a term of ten years subject to automatic 24-month renewal periods unless notice of nonrenewal is given. Either party may terminate the agreement for any reason by giving 24-month notice to the other party, and additional termination rights arise if Intel shuts down, sells, or transfers the factory operations for silicon photonics or if we cease lidar development or sale, as well as for a party's material breach or bankruptcy or insolvency. Termination of the agreement would terminate our license and could result in having limited lidar technology and would force us to source third party lidar solutions. In addition, though there is a limited period of up to five years in which we have exclusive rights to market and sell the initial lidar sensor system for defined uses, the non-compete provisions in the agreement do not preclude Intel from developing similar lidar products with our competitors, or directly competing with us with regard to certain substantially similar lidar products. In addition, the agreement includes limitations on our ability (except after review and approval by Intel) to file a patent application based on or using the lidar intellectual property licensed to us under the agreement, or information in Intel's lidar patents during the term of the agreement and for five years after the completion of the development of the last Mobileye lidar product. See "Certain Relationship and Related Party Transactions — Transactions to be Entered into in Connection with this Offering — Intercompany Agreements — LiDAR Product Collaboration Agreement."
- *Limited license from Intel for certain technology related to radar.* Intel has granted us a limited license for sensitive core technology relating to radar pursuant to a Technology and Services Agreement. The license is limited to the development of a specific type of radar for specific applications. Any radar products which do not comply with this definition will require a separate

license from Intel, at Intel's discretion. Intellectual property developed under the agreement, either solely or jointly with Intel, regarding the radar technology, except for certain rights to specifically identified radar technology which is developed solely by us following the completion of this offering, will be assigned by us to Intel. As a result we will not own most new radar intellectual property, even if it is developed solely by us. We are licensed to sell the radar products only for ADAS and AV solutions for automobiles and to certain types of customers (Tier1s, OEMs, MaaS). The Technology and Services Agreement will have a term of two years, and will automatically renew for one-year renewal periods, unless the agreement is terminated for a party's material breach, a party's bankruptcy or insolvency, or advance notice of nonrenewal is given, however, termination of the agreement does not affect certain licenses granted to us by Intel in respect of the radar product. In addition, the agreement includes limitations on our ability (except after review and approval by Intel) to file a patent application based on or using the radar intellectual property licensed to us under the agreement, or information in Intel's radar patents during the term of the agreement and for five years after the completion of the development of the last Mobileye sensor product. See "Certain Relationship and Related Party Transactions — Transactions to be Entered into in Connection with this Offering — Intercompany Agreements — Technology and Services Agreement."

Intel will continue to beneficially hold a majority of the voting power of our common stock and we and Intel expect to continue as strategic partners, collaborating on projects to pursue the growth of computing in the automotive sector. Intel may from time to time make strategic decisions that it believes are in the best interests of its business as a whole, including our company. These decisions may be different from the decisions that we would have made on our own. Intel's decisions with respect to us or our business, including any related party transactions between Intel and us, may be resolved in ways that favor Intel and its stockholders, which may not coincide with the interests of our other stockholders.

Although we intend to enter into the Tax Sharing Agreement with Intel under which our tax liabilities effectively will be determined based upon, subject to certain assumptions, our and/or our subsidiaries' assets and activities, we nonetheless could be held liable for the tax liabilities of other members of any consolidated, combined or unitary tax group of Intel and/or its subsidiaries.

We have historically been included in Intel's consolidated group (the "Consolidated Group") for U.S. federal income tax purposes, as well as in certain consolidated, combined, or unitary groups that include Intel and/or certain of its subsidiaries for state and local income tax purposes (each, a "Combined Group"). We intend to enter into the Tax Sharing Agreement with Intel that will become effective upon completion of this offering. Pursuant to the Tax Sharing Agreement, we generally will make payments to Intel such that, with respect to tax returns for any taxable period in which we or any of our subsidiaries are included in the Consolidated Group or any Combined Group, the amount of taxes to be paid by us will be determined by computing the excess (if any) of any taxes due on any such return over the amount that would otherwise be due if such return were recomputed by excluding us and/or our included subsidiaries.

We have previously been included in the Consolidated Group for the most recent annual period and expect to be included in the Consolidated Group following this offering. Each member of a consolidated group during any part of a consolidated return year is jointly and severally liable for tax on the consolidated return of such year and for any subsequently determined deficiency thereon. Similarly, in some jurisdictions, each member of a consolidated, combined or unitary group for state, local, or foreign income tax purposes is jointly and severally liable for the state, local, or foreign income tax liability of each other member of the consolidated, combined or unitary group. Accordingly, for any period in which we are included in the Consolidated Group or any Combined Group, we could be liable in the event that any income tax liability was incurred, but not discharged, by any other member of any such group.

In order to preserve the ability for Intel to distribute its shares of our Class B common stock pursuant to a tax-free spin-off under U.S. federal income tax law, we may be prevented from pursuing opportunities to raise capital, effectuate acquisitions, or provide equity incentives to our employees, which could adversely affect our business, results of operations, and financial condition.

Under current U.S. federal income tax law, in order to consummate a tax-free spin-off of our stock, Intel would need to have beneficial ownership of our stock representing at least 80% of the total voting

power and 80% of each class of non-voting capital stock. As of the date of this prospectus, Intel does not intend or plan to undertake a spin-off of our stock to Intel stockholders. Nevertheless, if Intel were to decide to pursue a possible spin-off, we have agreed to cooperate with Intel and to take any and all actions reasonably requested by Intel in connection with such a transaction. Our rights, responsibilities and obligations with respect to any possible spin-off are set forth in the Master Transaction Agreement and Tax Sharing Agreement. For example, in the event Intel completes a spin-off, we have agreed not to take certain actions, such as asset sales or contributions, mergers, stock issuances, or stock sales within the two years following the spin-off without first obtaining the opinion of tax counsel or an IRS ruling to the effect that such actions will not result in the spin-off failing to qualify as a tax-free spin-off. See "Certain Relationships and Related Party Transactions — Intercompany Agreements — Master Transaction Agreement" and "Certain Relationships and Related Party Transactions — Intercompany Agreements — Tax Sharing Agreement." Additionally, under our amended and restated certificate of incorporation, until the first date on which Intel ceases to beneficially own 20% or more of the outstanding shares of our common stock, the prior affirmative vote or written consent of Intel, as the holder of the Class B common stock, is required in order to authorize us to issue any stock or other equity securities except to our subsidiaries, pursuant to this offering, or pursuant to our employee benefit plans limited to a share reserve of 5% of the outstanding number of shares of our common stock on the immediately preceding December 31. Intel's intention to retain its ability to effectuate a tax-free spin-off of our stock may cause Intel to decide not to consent to such issuances. See "— Certain corporate actions by us would require the prior consent of Intel, and there can be no guarantee that Intel will consent to such matters, even if they are in our best interests." These requirements could prevent us from pursuing opportunities to raise capital, effectuate acquisitions, or provide equity incentives to our employees, which could adversely affect our business, results of operations, and financial condition.

Certain corporate actions by us would require the prior consent of Intel, and there can be no guarantee that Intel will consent to such actions, even if they are in our best interests.

Our amended and restated certificate of incorporation will provide that, in addition to any other vote required by law or by our amended and restated certificate of incorporation, until the first date on which Intel ceases to beneficially own 20% or more of the outstanding shares of our common stock, the prior affirmative vote or written consent of Intel as the holder of the Class B common stock is required in order to authorize us to take certain corporate actions. See "Description of Capital Stock — Common Stock — Approval Rights of Holders of Class B Common Stock." There can be no guarantee that Intel will consent to such actions, even if they are in our best interests.

We have historically utilized and upon completion of this offering plan to continue to utilize various administrative services and licenses provided by Intel, and if we are unable to continue utilizing such services and/or licenses we may fail to replace them at prices or on terms as favorable as those Intel provides. In addition, we have granted Intel a worldwide and perpetual license to our patents and patent applications.

We have historically utilized various administrative, financial, and other services provided by Intel. In addition, we are party to an agreement with Intel under which (i) we grant to Intel a royalty-free, nonexclusive, nontransferable, perpetual, irrevocable, sublicensable under certain circumstances, and worldwide license under patents and patent applications owned or controlled by us, and (ii) Intel grants to us a royalty-free, nonexclusive, nontransferable, and worldwide license, sublicense, or other right, as applicable, under certain patents and patent applications of other Intel subsidiaries and certain third parties. Any license, sublicense, or other right granted by Intel to us with respect to third-party patents and patent applications (or specific claims thereof) included in the grant in clause (ii) may be revoked (effective as of the date specified by Intel) by Intel, in whole or in part, at any time (and automatically terminates once Intel can no longer extend such rights to us under the applicable third-party license agreement), and all licenses, sublicenses or other rights from Intel with respect to patents and patent applications of other Intel subsidiaries included in the grant by Intel to us in clause (ii) automatically terminate once Intel's ownership of our common stock falls below 50%. The license granted by us to Intel in clause (i) survives even if Intel's ownership of our common stock falls below 50%, but solely with respect to patents and patent applications owned or controlled by us as of or prior to such time. The agreement will continue until the expiration of the last to expire of the patents and patent applications included in the grants in clauses (i) and (ii), unless earlier terminated by Intel at any time for its convenience. If any of our licenses from Intel were to terminate for any reason, we

may be unable to replace such licenses at prices or on terms as favorable as those Intel provides, if at all, and that could adversely affect our business, results of operations, and financial condition. See "Certain Relationships and Related Party Transactions — Historical Related Party Transactions — Cross-License Agreement."

Following the completion of this offering, Intel will continue to provide us with administrative, financial, legal, tax, and other services pursuant to the Administrative Services Agreement and certain technologies and products that may be used in the development, manufacture, and commercialization of our solutions pursuant to the Technology and Services Agreement and LiDAR Product Collaboration Agreement. See "Certain Relationships and Related Party Transactions." If we are unable to maintain these contractual relationships with Intel, we may fail to replace such services and/or licenses at prices or on terms as favorable as those Intel provides, and that could adversely affect our business, results of operations, and financial condition.

Risks Related to this Offering and Our Class A Common Stock

An active trading market for our Class A common stock may never develop or be sustained, which may cause shares of our Class A common stock to trade at a discount from the initial public offering price and you may not be able to resell your shares at or above the initial public offering price.

Since Intel has completed its acquisition of us, prior to this offering, there has not been a public trading market for shares of our Class A common stock. It is possible that an active trading market for our Class A common stock will not develop or, if developed, not be sustained, which would make it difficult for you to sell your shares of Class A common stock at an attractive price or at all. The initial public offering price per share of our Class A common stock will be determined by agreement between us and the underwriters and may not be indicative of the price at which shares of our Class A common stock will trade in the public market after this offering. The market price of our Class A common stock may decline below the initial public offering price, and you may not be able to sell your shares of our Class A common stock at or above the price you paid in this offering or at all.

The market price of our Class A common stock may fluctuate, and you could lose all or part of your investment.

The stock market in general has been, and the market price of our Class A common stock specifically is, subject to fluctuation, whether due to, or irrespective of, our operating results and financial condition. The market price of our Class A common stock on Nasdaq may fluctuate as a result of a number of factors, some of which are beyond our control, including, but not limited to:

- announcements by regulators and other safety organizations regarding ADAS, autonomous driving and related technology;
- publicized accidents involving ADAS and autonomous driving technology, whether developed by us or our competitors;
- market acceptance of our solutions;
- the impact of the COVID-19 pandemic on our management, employees, customers, and operating results;
- announcements of the results of research and development projects by us or our competitors;
- announcements by others relating to autonomous driving technology and its adoption by OEMs;
- development of new competitive systems and products by others;
- changes in earnings estimates or recommendations by securities analysts;
- developments concerning our intellectual property rights;
- loss of key personnel, particularly Professor Shashua;
- changes in the cost of satisfying our warranty obligations;
- loss of key customers;

- disruptions to our and the global supply chain;
- macroeconomic irregularities such as worsening inflationary trends, volatile interest rates and labor shortages;
- delays between our expenditures to develop and market new or enhanced products and the generation of sales from those products;
- changes in the amount that we spend to develop, acquire, or license new products, technologies, or businesses;
- changes in our research and development and operating expenditures;
- variations in our and our competitors' results of operations and financial condition;
- our sale or proposed sale or the sale or proposed sale by Intel (or other actions taken by Intel) or other significant stockholders of our common stock or other securities in the future; and
- general market conditions and other factors, including factors unrelated to our operating performance.

These factors and any corresponding price fluctuations may materially and adversely affect the market price of our shares of Class A common stock and result in substantial losses being incurred by our investors. Market prices for securities of technology companies historically have been very volatile. The market for these securities has from time to time experienced significant price and volume fluctuations for reasons unrelated to the operating performance of any one company. In the past, following periods of market volatility, public company stockholders have often instituted securities class action litigation in the United States. If we were involved in securities litigation, then it could impose a substantial cost upon us and divert the resources and attention of our management from our business.

We have broad discretion over the use of net proceeds from this offering, and we may not use them effectively.

We intend to use a portion of the net proceeds that we receive from this offering to repay approximately $ of indebtedness owed to Intel under the Dividend Note and use the remaining $ (or $ if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) for working capital and general corporate purposes. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. Our management will have broad discretion in the application of net proceeds from this offering allocated for working capital and general corporate purposes, and you will not have the opportunity as part of your investment decision to assess whether such proceeds are being used appropriately. The failure by our management to apply these proceeds effectively could adversely affect our business, results of operations, and financial condition.

We do not expect to pay dividends in the foreseeable future.

Other than in connection with the Reorganization, we have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends for the foreseeable future.

The requirements of being a public company may strain our resources and divert management's attention.

As a public company, we will be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley Act") and stock exchange rules promulgated in response to the Sarbanes-Oxley Act. The requirements of these rules and regulations will increase our legal and financial compliance costs, make some activities more difficult, time-consuming, or costly and increase demand on our systems and resources. After the completion of this offering, we will be obligated to file with the SEC annual and quarterly information and other reports that are specified in the Exchange Act, and therefore will need to have the ability to prepare financial statements that are compliant with all SEC reporting requirements on a timely basis.

In addition, we will be subject to other reporting and corporate governance requirements, including certain requirements of and certain provisions of the Sarbanes-Oxley Act and the regulations promulgated

thereunder, which will impose significant compliance obligations upon us. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls for financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required, and management's attention may be diverted from other business concerns.

Furthermore, though we have been indirectly subject to these requirements previously as a subsidiary of Intel, we might not be successful in implementing these requirements. The increased costs of compliance with public company reporting requirements and our potential failure to satisfy these requirements could have an adverse effect on our business, results of operations, and financial condition.

Failure to establish and maintain effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act could have an adverse effect on our business, results of operations, and financial condition.

Upon becoming a public company, we will be required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which will require management to certify financial and other information in our quarterly and annual reports and, beginning in the first full fiscal year after the completion of this offering, provide an annual management report on the effectiveness of internal control over financial reporting, to which our auditors will need to attest in accordance with guidelines set forth by the Public Company Accounting Oversight Board ("PCAOB"). We may in the future identify material weaknesses when evaluating our internal control over financial reporting that we may not be able to remediate in time to meet the applicable deadline imposed upon us for compliance with the requirements of Section 404 of the Sarbanes-Oxley Act. Testing and maintaining our internal control over financial reporting may also divert management's attention from other matters that are important to the operation of our business. In addition, if we fail to achieve and maintain the adequacy of our internal controls, as such standards are modified, supplemented, or amended from time to time, then we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act. We cannot be certain as to the timing of completion of our evaluation, testing and any remediation actions or the impact of the same on our operations. Moreover, any material weakness or other deficiencies in our internal control over financial reporting may impede our ability to file timely and accurate reports with the SEC. Any of the above could cause a negative reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. In addition, we may be required to incur costs in improving our internal control system and the hiring of additional personnel. Any such action could adversely affect our business, results of operations, and financial condition.

Investors in this offering will experience immediate and substantial dilution.

The initial public offering price is substantially higher than the pro forma net tangible book value per share of our common stock immediately following this offering. Therefore, if you purchase shares of our Class A common stock in this offering, then, based on the midpoint of the price range set forth on the cover page of this prospectus, and the issuance by us of shares of Class A common stock in this offering, you will experience immediate dilution of $ per share, the difference between the price per share you pay for our Class A common stock and the pro forma as adjusted net tangible book value per share of our common stock as of December 25, 2021 after giving effect to this offering. Furthermore, if the underwriters exercise their option to purchase additional shares, if we issue awards to our employees under our equity incentive plans or if we otherwise issue additional shares of our Class A common stock, then you could experience further dilution. As a result of the dilution to investors purchasing shares in this offering, investors may receive less than the purchase price paid in this offering, if anything, in the event of our liquidation. See "Dilution."

If securities and industry analysts do not publish research or publish inaccurate or unfavorable research about our business, then the stock price and trading volume of our Class A common stock could decline.

The trading market for our Class A common stock will depend, in part, on the research and reports that securities and industry analysts publish about us and our business. Securities and industry analysts do

not currently, and may never, cover our company. If securities and industry analysts do not commence coverage of our company following this offering, then the stock price of our Class A common stock would likely be negatively impacted. In the event securities or industry analysts initiate coverage, if one or more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, then the stock price of our Class A common stock would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, then demand for our stock could decrease, which might cause the stock price and trading volume of our Class A common stock to decline.

The issuance by us of additional equity securities may dilute your ownership and adversely affect the market price of our Class A common stock.

After this offering and the use of proceeds to us therefrom, we will have an aggregate of authorized but unissued shares of Class A common stock. Our amended and restated certificate of incorporation will authorize us to issue shares of Class A common stock and rights relating to Class A common stock for the consideration and on the terms and conditions established by our board of directors in its sole discretion, whether in connection with acquisitions or otherwise. In addition, under the terms of the Master Transaction Agreement we will enter into with Intel in connection with this offering, we will grant Intel a continuing right to purchase from us such number of shares of Class A common stock or Class B common stock as is necessary for Intel to maintain an aggregate ownership of our common stock representing at least 80.1% of our common stock outstanding following the completion of this offering. See "Certain Relationships and Related Party Transactions — Transactions to be Entered into in Connection with this Offering — Intercompany Agreements — Master Transaction Agreement." Any common stock that we issue, including under our equity incentive plan or in connection with the Master Transaction Agreement, would dilute the percentage ownership held by the investors who purchase Class A common stock in this offering.

In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional shares of our Class A common stock or securities convertible into shares of our Class A common stock or by offering debt or other securities. We could also issue shares of our Class A common stock or securities convertible into our Class A common stock or debt or other securities in connection with acquisitions or other strategic transactions. Issuing additional shares of our Class A common stock or securities convertible into shares of our Class A common stock or debt or other securities may dilute the economic and voting rights of our existing stockholders and would likely reduce the market price of our Class A common stock.

Upon liquidation, holders of debt securities and preferred shares, if issued, and lenders with respect to other borrowings would receive a distribution of our distributable assets prior to the holders of our common stock. Debt securities convertible into equity securities could be subject to adjustments in the conversion ratio pursuant to which certain events may increase the number of equity securities issuable upon conversion. Preferred shares, if issued, could have a preference with respect to liquidating distribution or preferences with respect to dividend payments that could limit our ability to pay dividends to the holders of our common stock. Our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, which may adversely affect the amount, timing, and nature of our future offerings. As a result, holders of our Class A common stock bear the risk that our future offerings may reduce the market price of our Class A common stock and dilute their stockholdings in us.

Delaware law and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect at the completion of this offering could make a merger, tender offer, or proxy contest difficult, thereby adversely affecting the market price of our common stock.

Under our amended and restated certificate of incorporation, we will opt out of the anti-takeover provisions of Section 203 of the Delaware General Corporation Law (the "DGCL") upon the completion of this offering. If Intel's holdings in our stock are reduced so that Intel no longer maintains at least 15% of the combined voting power of our common stock, then we will no longer opt out of Section 203 of the DGCL, which could discourage, delay, or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an

interested stockholder, even if a change of control would be beneficial to our stockholders. In addition, our amended and restated certificate of incorporation and amended and restated bylaws will contain provisions that may make the acquisition of our company more difficult, including the following:

- our dual class common stock structure, which provides Intel, as the holder of our Class B common stock, with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding common stock;
- if Intel's holdings in our stock are reduced so that it no longer maintains a majority of the combined voting power of our common stock, our stockholders will only be able to take action at a meeting of stockholders and not by written consent;
- vacancies on our board of directors will be able to be filled only by our board of directors and not by stockholders, provided, however, that vacancies on our board of directors caused by an action of stockholders may only be filled by a vote of the stockholders until Intel's holdings in our stock are reduced so that it no longer maintains a majority of the combined voting power of our common stock;
- beginning at the first annual meeting of stockholders following any such time that Intel's holdings in our stock no longer represent at least 20% of the aggregate number of shares of our outstanding common stock, our board of directors will be classified into three classes of directors with staggered three-year terms;
- beginning at the first annual meeting of stockholders following any such time that Intel's holdings in our stock no longer represent at least 20% of the aggregate number of shares of our outstanding common stock, directors will only be able to be removed from office for cause;
- so long as Intel's holdings in our stock represent at least 20% of the aggregate number of shares of our outstanding common stock, consent by holders of a majority of our Class B common stock will be required for consolidations or mergers;
- no provision in our amended and restated certificate of incorporation or amended and restated bylaws provides for cumulative voting, which limits the ability of minority stockholders to elect director candidates;
- only the Chairman of our Board of Directors, our Chief Executive Officer, or our Secretary upon written request by a majority of our Board of Directors are authorized to call a special meeting of stockholders;
- our amended and restated certificate of incorporation will provide that certain litigation against us can only be brought in Delaware unless we otherwise consent;
- nothing in our amended and restated certificate of incorporation precludes future issuances without approval by holders of shares of our Class A common stock of the authorized but unissued shares of our common stock, though approval by holders of a majority of our Class B common stock will be required for such issuances for so long as Intel's holdings in our stock represent at least 20% of the aggregate number of shares of outstanding common stock, subject to certain exclusions;
- our amended and restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established and shares of which may be issued, without the approval of the holders of our capital stock; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

These anti-takeover defenses could discourage, delay, or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could limit the opportunity for our stockholders to receive a premium for their shares of our Class A common stock, and could also affect the price that some investors are willing to pay for our Class A common stock.

Our amended and restated certificate of incorporation will contain exclusive forum provisions for certain claims, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation that will be in effect upon completion of this offering, to the fullest extent permitted by law, will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of us, (2) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any of our current or former directors, officers, stockholders, employees or agents to us or our stockholders, (3) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents arising out of or relating to any provision of the DGCL or our amended and restated certificate of incorporation or our amended and restated bylaws, or (4) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents governed by the internal affairs doctrine of the State of Delaware. As described below, this provision will not apply to suits brought to enforce any duty or liability created by the Securities Act or Exchange Act, or rules and regulations thereunder.

Moreover, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all claims brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder and our amended and restated certificate of incorporation will provide that the federal district courts of the United States will, to the fullest extent permitted by law, be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Our decision to adopt such a federal forum provision followed a decision by the Supreme Court of the State of Delaware holding that such provisions are facially valid under Delaware law. While there can be no assurance that federal or state courts will follow the holding of the Delaware Supreme Court or determine that our federal forum provision should be enforced in a particular case, application of our federal forum provision means that suits brought by our stockholders to enforce any duty or liability created by the Securities Act must be brought in federal court and cannot be brought in state court.

Section 27 of the Exchange Act creates exclusive federal jurisdiction over all claims brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder and our amended and restated certificate of incorporation will provide that neither the exclusive forum provision nor our federal forum provision applies to suits brought to enforce any duty or liability created by the Exchange Act. Accordingly, actions by our stockholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder must be brought in federal court. Our stockholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to our exclusive forum provisions, including the federal forum provision. Additionally, our stockholders cannot waive compliance with the federal securities laws and the rules and regulations thereunder. These provisions may limit our stockholders' ability to bring a claim in a judicial forum they find favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees and agents. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results, and financial condition.

General Risks

Changes in our effective tax rates may reduce our net income.

A number of factors can increase our effective tax rates, which could reduce our net income, including:

- changes in the volume and mix of profits earned and location of assets across jurisdictions with varying tax rates and the associated impacts of legislative actions affecting multi-national enterprises;
- changes in the valuation of our deferred tax assets and liabilities, and in associated deferred tax asset valuation allowance;

- adjustments to income taxes upon finalization of tax returns;
- increases in expenses not deductible for tax purposes, including equity-based compensation or impairments of goodwill;
- changes in available tax credits;
- changes in our ability to secure new, or renew existing, tax holidays and incentives;
- changes in U.S. federal, state, or foreign tax laws or their interpretation, including changes in the U.S. to the taxation of non-U.S. income and expenses and changes resulting from the adoption by countries of OECD recommendations or other legislative actions;
- changes in accounting standards; and
- those described under "Risks Related to Operations in Israel — The tax benefits that are available to us under Israeli law require us to meet various conditions and may be terminated or reduced in the future, which could increase our costs and taxes."

Global or regional conditions can adversely affect our business, results of operations, and financial condition.

We and our suppliers have manufacturing, assembly and testing, research and development, sales and other operations in Israel and several other countries, and some of our business activities are concentrated in one or more geographic areas. Moreover, 74% of our total revenue in 2021 was derived outside of the United States, with China, Germany, and the United Kingdom making up 19%, 19%, and 14%, of such revenue respectively, based on the location of the customer to which the product was shipped. For the six months ended July 2, 2022, 73% of our revenue was derived outside of the United States, with China, Germany, and the United Kingdom making up 27%, 13%, and 12%, of such revenue respectively, based on the location of the customer to which the product was shipped. As a result, our business, operating results, and financial condition, including our ability to produce, assemble, test, design, develop, or sell products, and the demand for our solutions, are at times adversely affected by a number of global and regional factors outside of our control.

Adverse changes in global or regional economic conditions periodically occur, including recession or slowing growth, changes, or uncertainty in fiscal, monetary, or trade policy, higher interest rates, tighter credit, inflation, lower capital expenditures by businesses including on IT infrastructure, increases in unemployment and lower consumer confidence and spending. For example, the U.S. economy experienced negative growth during the first two quarters of 2022, and the rate of economic growth in Europe, China, and globally is expected to slow in 2022. This economic slowdown is expected to continue into 2023. Adverse changes in economic conditions can significantly harm demand for our solutions and make it more challenging to forecast our operating results and make business decisions, including regarding prioritization of investments in our business. An economic downturn or increased uncertainty may also lead to increased credit and collectability risks, higher borrowing costs or reduced availability of capital markets, reduced liquidity, adverse impacts on our suppliers, failures of counterparties including financial institutions and insurers, asset impairments and declines in the value of our financial instruments.

We can be adversely affected by other global and regional factors that periodically occur, including:

- geopolitical and security issues, such as armed conflict and civil or military unrest, political instability, human rights concerns and terrorist activity;
- natural disasters, public health issues (including the COVID-19 pandemic) and other catastrophic events;
- inefficient infrastructure and other disruptions, such as supply chain interruptions and large-scale outages or unreliable provision of services from utilities, transportation, data hosting or telecommunications providers;
- formal or informal imposition of new or revised export, import or doing-business regulations, including trade sanctions, tariffs, and changes in the ability to obtain export licenses, which could be changed without notice;
- government restrictions on, or nationalization of, our operations in any country, or restrictions on our ability to repatriate earnings from a particular country;

- adverse changes relating to government grants, tax credits or other government incentives, including more favorable incentives provided to competitors;
- differing employment practices and labor issues;
- ineffective legal protection of our intellectual property rights in certain countries;
- local business and cultural factors that differ from our current standards and practices;
- continuing uncertainty regarding social, political, immigration and tax and trade policies; and
- fluctuations in the market values of any of our investments, which can be negatively affected by liquidity, credit deterioration or losses, interest rate changes, financial results, political risk, sovereign risk, or other factors.

Catastrophic events can adversely affect our business, results of operations, and financial condition.

Our operations and business, and those of our customers and direct and indirect vendors and suppliers of OEMs, can be disrupted by natural disasters, industrial accidents, public health issues (including the COVID-19 pandemic), cybersecurity incidents, interruptions of service from utilities, transportation, telecommunications or IT systems providers, production equipment failures or other catastrophic events. For example, we have at times experienced disruptions in our production processes as a result of power outages, improperly functioning equipment, and disruptions in supply of raw materials or components, including due to cybersecurity incidents affecting our suppliers. Global climate change can result in certain natural disasters occurring more frequently or with greater intensity, such as drought, wildfires, storms, sea-level rise, and flooding. The long-term effects of climate change on the global economy and the IT industry in particular are unclear, but could be severe.

Catastrophic events could make it difficult or impossible to produce or deliver products to our customers, receive production materials from our suppliers or perform critical functions, which could adversely affect our revenue and require significant recovery time and expenditures to resume operations. While we maintain business recovery plans, some of our systems are not fully redundant and we cannot be sure that our plans will fully protect us from such disruptions. Furthermore, even if our operations are unaffected or recover quickly, if our customers or suppliers cannot timely resume their own operations due to a catastrophic event, we may experience reduced or cancelled orders or disruptions to our supply chain that would adversely affect our business, results of operations, and financial condition.

We are covered by Intel's insurance coverage for a variety of property, casualty, and other risks. The types and amounts of our insurance coverage vary depending on availability, cost, and decisions with respect to risk retention. Some of the policies under which we are covered have large deductibles and broad exclusions. In addition, one or more insurance providers may be unable or unwilling to pay a claim. Intel may also discontinue our insurance coverage and we may be unable to find replacement insurance on acceptable terms or at all, or claims by Intel under these policies may exhaust the available policy limits. Losses not covered by insurance may be large, which would adversely affect our business, results of operations, and financial condition.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. All statements contained in this prospectus other than statements of historical fact, including statements regarding our future operating results and financial position, our business strategy and plans, market growth and our objectives for future operations, are forward-looking statements. The words "anticipate," "believe," "estimate," "expect," "forecast," "intend," "may," "plan," "project," "predict," "should" and "will" and similar expressions are intended to identify such forward-looking statements.

Forward-looking statements contained in this prospectus include, but are not limited to, statements about:

- future business, social and environmental performance, goals and measures;
- our anticipated growth prospects and trends in markets and industries relevant to our business;
- business and investment plans;
- expectations about our ability to maintain or enhance our leadership position in the markets in which we participate;
- future consumer demand and behavior;
- future products and technology, and the expected availability and benefits of such products and technology;
- development of regulatory frameworks for current and future technology;
- projected cost and pricing trends;
- future production capacity and product supply;
- potential future benefits and competitive advantages associated with our technologies and architecture and the data we have accumulated;
- the future purchase, use and availability of products, components and services supplied by third parties, including third-party IP and manufacturing services;
- uncertain events or assumptions, including statements relating to TAM, SAM, estimated vehicle production and market opportunity, potential production volumes associated with design wins and other characterizations of future events or circumstances;
- expected completion of the Reorganization;
- future responses to and effects of the COVID-19 pandemic;
- availability, uses, sufficiency and cost of capital and capital resources, including expected returns to stockholders such as dividends, and the expected timing of future dividends;
- tax- and accounting-related expectations; and
- other statements described in this prospectus under "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business."

The forward-looking statements in this prospectus are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition, and results of operations. Forward-looking statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. We believe that these factors include, but are not limited to, adverse changes in general economic or market conditions and other one-time events and other important factors set forth under "Risk Factors." Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information.

These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement of which this prospectus forms a part with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

The estimates and forward-looking statements contained in this prospectus speak only as of the date of this prospectus. Except as required by applicable law, we undertake no obligation to publicly update or revise any estimates or forward-looking statements whether as a result of new information, future events or otherwise, or to reflect the occurrence of unanticipated events.

INDUSTRY, MARKET, AND OTHER DATA

This prospectus contains estimates and forecasts concerning our industry, including estimates of the TAM and SAM of our current and anticipated future solutions, that are based on industry publications and reports or other publicly available information as well as our internal estimates and expectations. This information involves a number of assumptions and limitations, and is subject to significant uncertainty, and you are cautioned not to give undue weight to these estimates. Industry surveys and publications generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy and completeness of the included information. We have not independently verified this third-party information. Similarly, our internal estimates and forecasts are based on a variety of assumptions, including assumptions regarding market acceptance of autonomous driving and ADAS and the manner in which this new and rapidly evolving market will develop. While we are not aware of any misstatements regarding any market, industry or similar data presented herein, such data involves risks and uncertainties and is subject to change based on various factors, including those discussed under the headings "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" in this prospectus.

The source of certain statistical data, estimates, and forecasts contained in this prospectus are the following independent industry publications or reports:

- IHS Markit, *Light Vehicle Production Forecast as of September 2022*, dated September 2022.
- United States Department of Transportation, National Highway Traffic Safety Administration, *Automated Vehicles for Safety: The Road to Full Automation*, dated 2022.
- United States Department of Transportation, Volpe National Transportation Systems Center, *How Much Time Do Americans Spend Behind the Wheel?*, dated December 2017.

USE OF PROCEEDS

We expect to receive net proceeds from this offering of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of our Class A common stock in full), after deducting underwriting discounts and commissions and estimated offering expenses payable by us, based on an assumed initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus).

We intend to use a portion of the net proceeds that we receive from this offering to repay approximately $ of indebtedness under the Dividend Note and use the remaining $ (or $ if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) for working capital and general corporate purposes. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. Under the terms of the Master Transaction Agreement we will enter into with Intel in connection with this offering, immediately after completion of this offering and on a pro forma basis after all expenses of this offering have been paid (and after giving effect to any repayment of any indebtedness by us to Intel and any other transactions contemplated to occur substantially concurrently with this offering), Intel agrees to ensure that we will have $ in cash, cash equivalents, or marketable securities. The Dividend Note is scheduled to mature on April 21, 2025 and will accrue interest at a rate equal to 1.26% per annum. The Dividend Note is being issued in connection with our Reorganization, as described under “Prospectus Summary — Reorganization.”

A $1.00 increase (decrease) in the assumed initial public offering price per share would increase (decrease) the estimated net proceeds to us by approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares of our Class A common stock in full), assuming that the number of shares of our Class A common stock sold by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares of our Class A common stock offered by us would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming that the assumed initial public offering price remains the same, and after deducting the underwriting discounts and commissions and commissions and estimated offering expenses payable by us.

DIVIDEND POLICY

In connection with the Reorganization, on April 21, 2022, we distributed to Intel the Dividend Note, pursuant to which we have agreed to pay Intel an aggregate of $3.5 billion. We intend to use a portion of the net proceeds that we receive from this offering to repay indebtedness under the Dividend Note. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. See "Use of Proceeds." In connection with the Reorganization, on May 12, 2022, we declared and paid the Dividend in an aggregate amount of $336 million to Intel, net of $14 million of cash paid to tax authorities to settle related tax obligations.

Following the completion of this offering, we intend to retain any future earnings and do not anticipate declaring or paying any cash dividends in the foreseeable future. See "Risk Factors — Risks Related to this Offering and Our Class A Common Stock — We do not expect to pay dividends in the foreseeable future."

Any declaration and payment of future dividends to holders of our common stock will be at the sole discretion of our board of directors and will depend on many factors, including economic conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, legal, tax and regulatory restrictions, including restrictive covenants contained in certain of our subsidiaries' credit facilities, and such other factors as our board of directors may deem relevant.

Under Delaware law, dividends may be payable only out of surplus, which is calculated as our net assets less our liabilities and our capital, or, if we have no surplus, out of our net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of July 2, 2022:

- on an actual basis;
- on a pro forma basis to give effect to the transactions described in the section titled "Unaudited Pro Forma Condensed Combined Financial Information" other than this offering and the use of estimated net proceeds from this offering; and
- on a pro forma as adjusted basis to give effect to the transactions described in the section titled "Unaudited Pro Forma Condensed Combined Financial Information" including this offering and the use of the estimated net proceeds from this offering.

The information below is not necessarily indicative of what our cash and cash equivalents and capitalization would have been had the pro forma adjustments described in the section titled "Unaudited Pro Forma Condensed Combined Financial Information" been completed as of July 2, 2022. In addition, it is not indicative of our future cash and cash equivalents and capitalization. The pro forma as adjusted information set forth in the following table is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. The table is derived from and should be read together with the sections of this prospectus entitled "Use of Proceeds," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Information," and our unaudited condensed combined financial statements and accompanying notes included elsewhere in this prospectus.

	As of July 2, 2022		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in millions, except share and per share data)		
Cash and cash equivalents	$ 774	$	$
Dividend Note with related party	3,509		
Class A common stock, par value $0.01 per share; 0, , and shares of Class A common stock authorized, actual, pro forma, and pro forma as adjusted, respectively; no shares of Class A common stock issued and outstanding, actual, shares of Class A common stock issued and outstanding, pro forma, and shares of Class A common stock issued and outstanding, pro forma as adjusted	—		
Class B common stock, par value $0.01 per share; 0, , and shares of Class B common stock authorized, actual, pro forma, and pro forma as adjusted, respectively; no shares of Class B common stock issued and outstanding, actual, shares of Class B common stock issued and outstanding, pro forma, and shares of Class B common stock issued and outstanding, pro forma as adjusted	—		
Additional paid-in capital	—		
Parent net investment	11,223		
Accumulated other comprehensive (loss) income	(24)		
Total equity	11,199		
Total capitalization	$14,708	$	$

DILUTION

If you invest in shares of our Class A common stock in this offering, you will experience immediate and substantial dilution in the net tangible book value per share of our Class A common stock upon the completion of this offering. Dilution results from the fact that the per share offering price of the shares of our Class A common stock is substantially in excess of the pro forma net tangible book value per share after this offering.

Our net tangible book value as of July 2, 2022 was $ million, or $ per share of Class A common stock. Net tangible book value represents total tangible assets less total liabilities. Tangible assets represent total assets excluding goodwill and other intangible assets. Net tangible book value per share represents net tangible book value divided by the aggregate number of shares of common stock outstanding immediately prior to this offering.

After giving effect to the pro forma adjustments described in the section titled "Unaudited Pro Forma Condensed Combined Financial Information", our pro forma net tangible book value as of July 2, 2022 would have been approximately $ million, or approximately $ per share of Class A common stock. After giving effect to these pro forma adjustments, including the sale of shares of our Class A common stock in this offering (assuming the underwriters do not exercise the option to purchase additional shares of our Class A common stock) at an assumed initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, and the application of such net proceeds as described under "Use of Proceeds," our pro forma as adjusted net tangible book value as of July 2, 2022 would have been approximately $ million, or approximately $ per share of Class A common stock. This represents an immediate increase in pro forma as adjusted net tangible book value of $ per share of Class A common stock to our existing stockholder and an immediate dilution (i.e., the difference between the offering price and the pro forma as adjusted net tangible book value after this offering) to investors participating in this offering of $ per share of Class A common stock.

The following table illustrates the per share dilution to investors participating in this offering:

Assumed initial public offering price per share		$
Net tangible book value per share as of July 2, 2022	$	
Decrease in net tangible book value per share attributable to the pro forma adjustments referred to above		
Pro forma net tangible book value per share before completion of this offering		
Increase in pro forma as adjusted net tangible book value per share attributable to investors participating in this offering and the use of the net proceeds from this offering		
Pro forma as adjusted net tangible book value per share		
Dilution in pro forma as adjusted net tangible book value per share to investors participating in this offering[(1)]		$

(1) Dilution is determined by subtracting pro forma as adjusted net tangible book value per share from the initial public offering price paid by an investor participating in this offering.

The following table summarizes on a pro forma as adjusted basis as of July 2, 2022, the total number of shares of common stock owned by our existing stockholder and to be owned by the investors participating in this offering, the total consideration paid and the average price per share paid by our existing stockholder and to be paid by the investors participating in this offering at $ per share of Class A common stock, the midpoint of the price range set forth on the cover page of this prospectus, calculated before deducting discounts and commissions and estimated offering expenses:

	Shares Purchased		Total Consideration		Average Price per Shares of Class A Common Stock
	Number	Percentage	Amount	Percentage	
Our existing stockholder		%	$	%	$
Investors participating in this offering		%	$	%	$
Total		%	$	%	$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) our pro forma as adjusted net tangible book value as of July 2, 2022 by approximately $ million, our pro forma as adjusted net tangible book value per share by $ per share and the dilution in pro forma as adjusted net tangible book value per share to new investors in this offering by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and offering expenses.

A 1.0 million share increase (decrease) in the number of shares of Class A common stock offered by us would increase (decrease), as applicable, our pro forma as adjusted net tangible book value as of July 2, 2022 by approximately $ million, our pro forma as adjusted net tangible book value per share by $ per share and the dilution in pro forma as adjusted net tangible book value per share to new investors in this offering by $ per share, assuming that the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and offering expenses.

If the underwriters exercise their option to purchase additional shares of our Class A common stock in full at the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, assuming the number of shares offered by us (as set forth on the cover page of this prospectus) remains the same, and after deducting the estimated underwriting discounts and commissions and offering expenses, the pro forma as adjusted net tangible book value per share after this offering would be approximately $ per share, and the dilution per share to investors purchasing shares of common stock in this offering would be approximately $ per share.

Immediately following the completion of this offering, our issued and outstanding common stock will be held as follows: shares of our Class A common stock (or if the underwriters exercise their option to purchase additional shares of our Class A common stock in full), representing all of the issued and outstanding shares of our Class A common stock, will be held by investors in this offering; and shares of our Class B common stock, representing all of the issued and outstanding shares of our Class B common stock, will be beneficially owned by Intel.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information consists of an unaudited pro forma condensed combined balance sheet as of July 2, 2022, and unaudited pro forma condensed combined statements of operations for the six months ended July 2, 2022, and the year ended December 25, 2021.

The unaudited pro forma condensed combined balance sheet as of July 2, 2022, presents Mobileye Group's combined financial position after giving pro forma effect to certain transactions, as described below, this offering and the use of the net proceeds from this offering, as described below (collectively, the "Transactions"), as if the Transactions occurred on July 2, 2022. The unaudited pro forma condensed combined statements of operations for the six months ended July 2, 2022, and the year ended December 25, 2021 present Mobileye Group's combined results of operations after giving pro forma effect to the Transactions as if the Transactions occurred on December 27, 2020, the first day of fiscal year 2021.

The following unaudited pro forma combined financial information has been prepared in conformity with Article 11 of Regulation S-X and is based on currently available information and certain estimates and assumptions. The adjustments in the unaudited pro forma condensed combined financial information have been identified and presented to provide relevant information necessary for an illustrative understanding of Mobileye Global Inc. and its wholly owned subsidiaries upon consummation of the Transactions. Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed combined financial information are described in the accompanying notes.

The unaudited pro forma condensed combined financial information is for informational purposes only and is not necessarily indicative of financial results that would have been attained had the Transactions occurred on the dates indicated above and does not project our results of operations or financial position for any future period or as of any future date. The unaudited pro forma condensed combined financial information also does not give effect to the potential impact of any operating synergies or cost savings that may result from the Transactions. Our future results of operations or financial position may vary significantly from the results reflected in the unaudited pro forma condensed combined statements of operations and should not be relied on as an indication of our results after the consummation of the Transactions. See "Risk Factors—Risks Related to Our Relationship with Intel and Our Dual Class Structure —Our historical financial information may not be representative of our results as an independent public company." However, we believe that the assumptions provide a reasonable basis for presenting the effects of the Transactions as contemplated and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The Reorganization and This Offering

In connection with this offering, Mobileye Global Inc., the issuer, was incorporated to serve as the holding company that owns Mobileye Group. The following transactions were completed as part of the Reorganization:

- the legal purchase by us from Intel of 100% of the issued and outstanding equity interests of the Moovit entities, which we completed on May 31, 2022;
- the recruitment of certain employees and acquisition of certain assets, in each case, relating to the Mobileye business from Intel, which we have substantially completed as of July 2, 2022;
- the declaration and payment of the Dividend, net of $14 million of cash paid to tax authorities to settle related tax obligations, which we completed on May 12, 2022; and
- the distribution on April 21, 2022 to Intel of the Dividend Note.

The $900 million payable from us to Intel for the purchase of 100% of the issued and outstanding equity interests of the Moovit entities referenced above, which we completed on May 31, 2022 (the "Moovit Purchase"), is presented within related party payable on the balance sheet in our historical combined financial statements. As further described under "Certain Relationships and Related Party Transactions—Loan Arrangements," there is, as of July 2, 2022, an approximately $901 million related party receivable from Intel to Mobileye under the Bilateral Loan Arrangements (as defined in that section), and we plan to settle

the $900 million related party payable for the Moovit Purchase with cash to be received from Intel's payment of such amount it owes to us under the Bilateral Loan Arrangement. The $900 million payment to Intel for the Moovit Purchase, and the payment to Mobileye of such related party receivable from Intel, are expected to occur substantially concurrently. The timing of the $900 million payment from us to Intel for the Moovit Purchase remains to be determined between us and Intel primarily based on certain tax considerations and is not tied to the timing of the Reorganization or this offering.

The unaudited pro forma condensed combined financial information reflects the impact of certain transactions, which comprise the following:

- the legal entity reorganization of our operations comprising the Mobileye Group business so that they are all under the single parent entity, Mobileye Global Inc., and the filing and effectiveness of our amended and restated certificate of incorporation;
- restricted stock units will be awarded to employees; and
- the execution of the Intercompany Agreements with Intel, whereby, among other matters, Intel will continue to provide certain administrative and operational services, including the supply and license of certain technologies, whereby we will supply Intel with certain technologies, and whereby Intel's and our respective rights, responsibilities and obligations with respect to all tax matters will be governed (including tax liabilities, tax attributes, tax returns and tax audits).

Other events we expect to occur in connection with the offering are summarized below:

- the sale by us of shares of our Class A common stock in this offering (assuming the underwriters do not exercise the option to purchase additional shares of our Class A common stock) at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus), after deducting the underwriting discounts and commissions and estimated offering expenses payable by us; and
- the use of a portion of the net proceeds that we receive from this offering to repay approximately $ of indebtedness under the Dividend Note. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment.

Furthermore, immediately after completion of this offering and on a pro forma basis after all expenses of this offering have been paid (and after giving effect to any repayment of any indebtedness by us to Intel and any other transactions contemplated to occur substantially concurrently with this offering), the Master Transaction Agreement provides that Intel will ensure that we will have $ in cash, cash equivalents, or marketable securities.

The historical combined financial information has been derived from the combined financial statements of Mobileye Group and accompanying notes to the combined financial statements included elsewhere in this prospectus. Mobileye Global Inc. was formed in January 2022 and has no, and will not have any, material assets or results of operations until the completion of the Reorganization. Therefore, its historical financial information is not included in the unaudited pro forma condensed combined financial information. Following this offering, Mobileye Global Inc. will be a holding company with no operations and no material assets of its own other than its ownership interest in Mobileye Group.

The unaudited pro forma condensed combined financial information should be read in conjunction with the sections of this prospectus titled "Basis of Presentation," "Prospectus Summary—Reorganization," "Use of Proceeds," "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Certain Relationships and Related Party Transactions," and the historical combined financial statements and accompanying notes, included elsewhere in this prospectus. All pro forma adjustments and their underlying assumptions are described more fully in the notes to these unaudited pro forma condensed combined balance sheet and unaudited pro forma condensed combined statements of operations.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF JULY 2, 2022
(IN MILLIONS)

	As Reported Mobileye Group	Transaction Accounting – Reorganization		Pro Forma Mobileye Group	Transaction Accounting – Offering		Pro Forma As Adjusted Mobileye Group
Assets							
CURRENT ASSETS							
Cash and cash equivalents	$ 774			$ 774		(B)	
						(C)	
						(D)	
Trade accounts receivable, net	214			214			
Inventories	98			98			
Related party loan	901			901			
Other current assets	56			56			
TOTAL CURRENT ASSETS	**2,043**			**2,043**			
Property and equipment, net	338			338			
Intangible assets, net	2,789			2,789			
Goodwill	10,895			10,895			
Other long-term assets	97			97			
TOTAL ASSETS	**$16,162**			**$16,162**			
Liabilities and Equity							
CURRENT LIABILITIES							
Accounts payable and accrued expenses	$ 138			$ 138			
Employee related accrued expenses	65			65			
Related party payable	973			973			
Dividend Note with related party	3,509			3,509		(C)	
Other current liabilities	45			45			
TOTAL CURRENT LIABILITIES	**4,730**			**4,730**			
Long-term employee benefits	50			50			
Deferred tax liabilities	172			172			
Other long-term liabilities	11			11			
TOTAL LIABILITIES	**4,963**			**4,963**			
EQUITY							
Class A common stock	—			—		(B)	
Class B common stock	—		(A)	—		(A)	
Additional paid-in capital	—		(A)	—		(A)(B)	
						(C)(D)	
Parent net investment	11,223		(A)	11,223			
Accumulated other comprehensive (loss) income	(24)			(24)			
Accumulated deficit	—			—			
TOTAL EQUITY	11,199			11,199			
TOTAL LIABILITIES AND EQUITY	**$16,162**			**$16,162**			

The accompanying notes are an integral part of this unaudited pro forma condensed combined financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE SIX MONTHS ENDED JULY 2, 2022
(IN MILLIONS EXCEPT SHARE AND PER SHARE DATA)

	As Reported Mobileye Group	Transaction Accounting – Reorganization		Pro Forma Mobileye Group	Transaction Accounting – Offering		Pro Forma As Adjusted Mobileye Group
Revenue	$ 854			$854			
Cost of revenue	449		(E)	449			
Gross profit	405	—		405			
Operating expenses							
Research and development, net	359		(E)	359			
Sales and marketing	64		(E)	64			
General and administrative	18		(E)	18			
Total operating expenses	441	—		441			
Operating loss	(36)	—		(36)			
Interest (expense) income with related party, net	(5)			(5)		(F)	
Other income, net	5			5			
Loss before income taxes	(36)			(36)			
Provision for income taxes	(31)	0	(G)	(31)	0	(G)	
Net loss	**$ (67)**			$ (67)			
Pro forma earnings per share							
Pro forma basic	N/A						
Pro forma diluted	N/A						
Pro forma weighted-average number of shares							
Pro forma basic	N/A		(H)			(H)	
Pro forma diluted	N/A		(H)			(H)	

The accompanying notes are an integral part of this unaudited pro forma condensed combined financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 25, 2021
(IN MILLIONS EXCEPT SHARE AND PER SHARE DATA)

	As Reported Mobileye Group	Transaction Accounting – Reorganization		Pro Forma Mobileye Group	Transaction Accounting – Offering		Pro Forma As Adjusted Mobileye Group
Revenue	$1,386			$1,386			
Cost of revenue	731		(E)	731			
Gross profit	655	—		655			
Operating expenses							
Research and development, net	544		(E)	544			
Sales and marketing	134		(E)	134			
General and administrative	34		(E)	34			
Total operating expenses	712	—		712			
Operating loss	(57)	—		(57)			
Interest income (expenses) with a related party, net	3			3			
Other expense, net	(3)			(3)			
Income (loss) before income taxes	(57)			(57)			
Benefit (provision) for income taxes	(18)	0	(G)	(18)	0	(G)	
Net loss	**$ (75)**			$ (75)			
Pro forma earnings per share							
Pro forma basic	N/A						
Pro forma diluted	N/A						
Pro forma weighted-average number of shares							
Pro forma basic	N/A		(H)			(H)	
Pro forma diluted	N/A		(H)			(H)	

The accompanying notes are an integral part of this unaudited pro forma condensed combined financial information.

Notes to Unaudited Pro Forma Condensed Combined Financial Information

1. Basis of Presentation

The unaudited pro forma condensed combined balance sheet as of July 2, 2022 gives pro forma effect to the Transactions as if they occurred on July 2, 2022. The unaudited pro forma condensed combined statement of operations for the six months ended July 2, 2022 and the year ended December 25, 2021 gives pro forma effect to the Transactions as if they occurred on December 27, 2020, the first day of fiscal year 2021.

Mobileye has largely continued to operate as a standalone business and has not been fully integrated into Intel. Management believes the pro forma adjustments to reflect the operations and financial position of Mobileye as an autonomous entity under Regulation S-X are not expected to be material. We estimate that the total costs of doing business to operate as an autonomous entity under the Intercompany Agreements will reasonably approximate the total costs that have been attributed and allocated to our historical combined financial statements. Accordingly, we have not presented autonomous entity pro forma adjustments.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments based on information available as of the date of this prospectus. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented as additional information becomes available. Management considers this basis of presentation to be reasonable under the circumstances. The unaudited pro forma condensed combined financial information does not reflect any cost savings or operating synergies that may result from the Transactions.

2. Adjustments Reflected in the Unaudited Pro Forma Condensed Combined Financial Information

The Company made the following pro forma adjustments and assumptions in the preparation of the unaudited pro forma condensed combined balance sheet:

(A) Reflects the elimination of parent net investment and establishment of 100 shares of our common stock issued and outstanding, with a par value of $0.01 per share, and additional paid-in capital in connection with the legal entity reorganization and contribution of the Mobileye Group business from Intel to Mobileye Global Inc. The 100 shares of our common stock issued and outstanding will then be reclassified into shares of Class B common stock immediately prior to the completion of this offering, with a par value of $0.01 per share.

(B) Reflects the receipt of net proceeds from this offering of approximately $ (or approximately $ if the underwriters exercise their option to purchase additional shares of our Class A common stock in full), after deducting underwriting discounts and commissions and estimated offering expenses payable by us, based on an assumed initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus).

(C) Reflects the payment and the settlement of the Dividend Note of approximately $ using a portion of the net proceeds raised from this offering. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment.

(D) Immediately after completion of this offering and on a pro forma basis after all expenses of this offering have been paid (and after giving effect to any repayment of any indebtedness by us to Intel and any other transactions contemplated to occur substantially concurrently with this offering), Intel agrees to ensure that we will have $ in cash, cash equivalents, or marketable securities.

The Company made the following pro forma adjustments and assumptions in the preparation of the unaudited pro forma condensed combined statement of operations for the six months ended July 2, 2022 and the year ended December 25, 2021.

(E) Reflects stock-based compensation of approximately $ related to restricted stock units that will be awarded to employees upon completion of this offering. The estimated grant date fair value

of these stock awards will be recognized ratably over the service periods ranging from to years. The grant date fair values of the restricted stock awards were determined based on the fair value of our underlying common stock as of the date of the grant using preliminary valuation techniques with the most reliable information available. Actual results may differ from these estimates and such differences may be material.

(F) Reflects the elimination of interest expense in connection with the paydown of $ under the Dividend Note using a portion of the net proceeds from this offering.

(G) The unaudited pro forma condensed combined financial information does not reflect the income tax effects of the pro forma adjustments as based on the statutory rate in effect for the historical periods presented, as such amounts are not material given the effects of impacts to our valuation allowance.

(H) Pro forma basic and diluted net loss per share attributable to common stockholders is presented in conformity with the two-class method. Participation rights in undistributed earnings are equal between Class A and Class B common stock. Pro forma weighted-average shares outstanding is based on the number of shares of our common stock expected to be outstanding following this offering. The calculation includes shares of our Class B common stock assumed issued to Intel as part of the Reorganization and shares of our Class A common stock assumed to be sold in this offering (assuming no exercise by the underwriters of their option to purchase additional shares of our Class A common stock). Diluted weighted-average pro forma shares is the same as basic weighted-average pro forma shares because potentially dilutive options to purchase additional common shares was not assumed to have been exercised if their effect is anti-dilutive.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our combined financial statements and related notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis includes forward-looking statements that involve risks and uncertainties. You should review the sections titled "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. We have a 52- or 53-week fiscal year that ends on the last Saturday in December. Fiscal years 2021, 2020, and 2019 were 52-week fiscal years; fiscal year 2022 is a 53-week fiscal year. The additional week in fiscal year 2022 is added to the first quarter, making such quarter consist of 14 weeks. Any references to our performance for the years 2021, 2020, and 2019 are references to our fiscal years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively. Our historical financial data has been derived from the consolidated financial statements and accounting records of Intel using the historical results of operations and the historical basis of assets and liabilities. The financial data herein includes costs of our business, which may not, however, reflect the expenses we would have incurred as a stand-alone company for the periods presented.

Overview

Mobileye is a leader in the development and deployment of ADAS and autonomous driving technologies and solutions. We pioneered ADAS technology more than 20 years ago and have continuously expanded the scope of our ADAS offerings, while leading the evolution to autonomous driving solutions.

Our portfolio of solutions is built upon a comprehensive suite of purpose-built software and hardware technologies designed to provide the capabilities needed to make the future of ADAS and autonomous driving a reality. These technologies can be harnessed to deliver mission-critical capabilities at the edge and in the cloud, advancing the safety of road users, and revolutionizing the driving experience and the movement of people and goods globally.

As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half 2022 design wins and approximately 50 million vehicles based on our 2021 design wins. These estimates are based on projections of future production volumes that were provided by the OEMs at the time of sourcing our design wins with them for the models related to those design wins. These estimates may deviate from actual production volumes (which may be higher or lower than the estimates) and do not include design wins after July 2, 2022. We currently ship a variety of ADAS solutions to 13 of the 15 largest automakers in the world in addition to many smaller OEMs, and we are recognized for our top-rated safety solutions globally. For example, 66% of Euro New Car Assessment Programs ("NCAP") 5-star rated vehicle models for 2018-2021 are equipped with our solutions.

In January 2022, we announced a design win of our consumer AV system, Mobileye Chauffeur™, with ZEEKR, Geely Group's premium electric vehicle brand. Mobileye Chauffeur™ is expected to be capable of "eyes-off/hands-free" driving with a human driver still in the driver's seat, in a gradually expanding operational driving domain, and is expected to use surrounding imaging radars and front-facing lidar, but may require driver intervention in certain situations. We believe that this is an early sign of broad interest in consumer-level eyes-off/hands-free driving. Building upon Mobileye Chauffeur™, we are developing Mobileye Drive™, our Level 4 self-driving system targeted for fleet-owned AMaaS and goods delivery networks. Mobileye Drive™ will encompass our core autonomous driving technologies and will deliver the driving functions without the need for any in-vehicle human intervention by adding teleoperability and by minimizing

cases where human input would be required. We are working to deploy Mobileye Drive™ through various business-to-business and business-to-consumer channels through the formation of collaborations with potential partners around the world.

We have experienced significant growth since our founding. For 2021, 2020, and 2019, our revenue was $1.4 billion, $967 million, and $879 million, respectively, representing year-over-year growth of 43% in 2021. For the six months ended July 2, 2022, and June 26, 2021, our revenue was $854 million and $704 million, respectively, representing period-over-period growth of 21%. We recorded net losses of $75 million, $196 million, and $328 million in 2021, 2020, and 2019, respectively. We recorded a net loss of $67 million and net income of $4 million in the six months ended July 2, 2022, and June 26, 2021, respectively. Our Adjusted Net Income for 2021, 2020 and 2019 was $474 million, $289 million, and $51 million, respectively. Our Adjusted Net Income for the six months ended July 2, 2022, and June 26, 2021, was $276 million and $270 million, respectively.

As noted elsewhere in this prospectus, the six months ended July 2, 2022 contains an additional week as a result of 2022 being a 53-week fiscal year while 2021, 2020, and 2019 are 52-week fiscal years. However, the inclusion of the additional week did not have a material impact on our revenue and cost of revenue as the timing of deliveries to customers is not consistent from week-to-week. Further, most of our expenses (such as payroll) are incurred on a monthly basis and, as such, the accrual for the additional week did not materially impact our results of operations.

We were founded in Israel in 1999. Our co-founder, Professor Amnon Shashua, is our President and Chief Executive Officer. Prior to being acquired by Intel for $15.3 billion in 2017, we completed an initial public offering in 2014 and traded under the symbol MBLY on the New York Stock Exchange.

Reorganization

We will remain a wholly owned subsidiary of Intel until the completion of this offering. Immediately following the completion of this offering, Intel will beneficially own all of the outstanding shares of our Class B common stock representing approximately % of the voting power of our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full). Prior to the completion of this offering, we are consummating the following transactions:

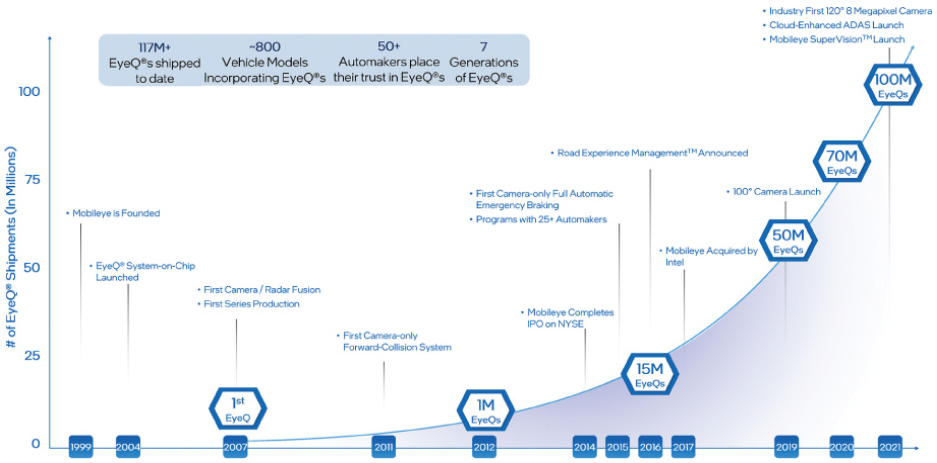
- the legal purchase by us from Intel of 100% of the issued and outstanding equity interests of the Moovit entities, which we completed on May 31, 2022;
- the recruitment of certain employees and acquisition of certain assets, in each case, relating to the Mobileye business from Intel, which we have substantially completed as of July 2, 2022;
- the declaration and payment of the Dividend, net of $14 million of cash paid to tax authorities to settle related tax obligations, which we completed on May 12, 2022;
- the distribution on April 21, 2022 to Intel of the Dividend Note;
- the legal entity reorganization of our operations comprising the Mobileye Group business so that they are all under the single parent entity, Mobileye Global Inc., and the filing and effectiveness of our amended and restated certificate of incorporation;
- the execution of the Intercompany Agreements with Intel, whereby, among other matters, Intel will continue to provide certain administrative and operational services, including the supply and license of certain technologies, whereby we will supply Intel with certain technologies, and whereby Intel's and our respective rights, responsibilities and obligations with respect to all tax matters will be governed (including tax liabilities, tax attributes, tax returns and tax audits).

For further information and descriptions of the transactions in the Reorganization, see "Certain Relationships and Related Party Transactions" and "Unaudited Pro Forma Condensed Combined Financial Information."

Our History

Since our founding in 1999, we have focused on creating mission-critical and vision solutions for the automotive market. We had our first series production win with three OEMs in 2007. Since launching our first SoC EyeQ®1 in 2007, we have reached a massive installed base, and we shipped our 100 millionth EyeQ® SoC in 2021. We have developed five generations of EyeQ® SoCs, which represent our prior and current generation of SoCs, and are in the process of developing two future generations of our SoCs.

Industry Firsts for Over a Decade



In 2021, we: (1) launched our Mobileye SuperVision™ solution, which is our Premium Driver-Assist offering; (2) announced the industry's first Level 4 autonomous system program design win with our Mobileye Drive™ solution; and (3) announced the expected initial commercial deployment of our AMaaS offering in Munich and Tel Aviv together with Moovit in addition to our current testing sites in China, Israel, Detroit, Miami, Munich, Paris, Stuttgart and Tokyo.

Our Business Model

We currently derive substantially all of our revenue from our commercially deployed ADAS solutions. In the future, propelled by our next generation AV-on-Chip SoC, which we call EyeQ Ultra™, our surround computer vision Mobileye SuperVision™ solution and our True Redundancy™ architecture, we believe that we will be positioned to deliver an autonomous driving solution that can enable the mass adoption of AV.

We generate the vast majority of our revenue from the sale of our EyeQ® SoCs to OEMs through sales to Tier 1 automotive suppliers. We typically sell our products with volume-based pricing and recognize the revenue and costs associated with our products upon shipment.

We invest significant time and other resources early in the process of new program sourcing as part of our relationship with an OEM. We typically have visibility into the number of models that are expected to include our products at least two to three years in advance based on OEM information provided during the sourcing and nomination process, although there is no contractual commitment by the OEM to purchase particular volumes, and programs are subject to changes with respect to timing and volumes. The revenue that we may recognize in any given year is attributable to program design wins in previous years.

We partner with STMicroelectronics, a leading supplier and innovator of semiconductor devices for automotive applications, in manufacturing, design, and research and development. We have co-developed our family of EyeQ® SoCs with STMicroelectronics. We have also established a relationship with Quanta

Computer to develop and assemble our ECUs, including the design for our Mobileye SuperVision™, which includes our EyeQ®5 SoCs manufactured by STMicroelectronics.

Our close partnership with Intel exists on multiple fronts. With Intel, we have access to unique and differentiating technologies such as proprietary silicon photonics fabrication technologies, which we may leverage for the early development of our FMCW lidar, which has the potential to replace alternative third-party lidar sensors to further enhance the performance of our sensor suite. We may also license certain technologies from Intel that support design and development of our software-defined radar, including Intel's mmWave technologies. Additionally, we intend to explore a collaboration with Intel on a technology platform to integrate our EyeQ® SoC with Intel's market leading central compute capability, with plans to utilize Intel Foundry Services' advanced packaging capabilities. This potential platform is intended to enable functions essential to safety, entertainment, and cloud connectivity. Intel's strength in government affairs and policy development around the world will continue to be of significant value to us as we collaborate with regulators who are preparing frameworks to enable commercial deployment of AVs.

Key Factors Affecting Our Performance

We believe there are several important factors that have affected and that we expect to continue to affect our results of operations:

Global demand for automotive vehicles. Our business performance is related to global automotive sales and automotive vehicle production by our OEM customers. Economic conditions in North America, Europe and Asia can have a large impact on the production volume of new vehicles, and, accordingly, have an impact on our revenue. Our OEM customers' production can vary from period to period due to global demand, market conditions and competitive conditions, as well as other factors, including the effects of the COVID-19 pandemic. While the automotive industry is showing recovery from the COVID-19 pandemic, with approximately 3% growth in global vehicle production year over year in 2021, production in 2021 was still approximately 13% below the 2019 level. Moreover, automakers continue to face supply chain shortages, and we expect that global vehicle production will not fully recover from the impact of supply chain constraints in 2022 and 2023. Furthermore, current uncertain economic conditions and inflation may contribute to a reduction in consumer demand, which may reduce vehicle production over at least the next several quarters. In addition, in prior periods, certain Tier 1 customers increased their orders for components and parts, including our solutions, to counteract the impact of supply chain shortages for auto parts, and we expect these Tier 1 customers will utilize accrued inventory on hand before placing new orders to meet the demand of OEMs in current or future periods. As a result, some demand for our solutions and the corresponding revenue from these customers were shifted to earlier time periods than otherwise would have occurred absent a general supply chain shortage and inflationary environment. We cannot predict when the impact of these factors on global vehicle production will substantially diminish. However, ADAS volumes have grown faster in recent years than the overall automotive market as ADAS penetration rates have increased, and we believe that we will continue to benefit from that trend. Our revenue of $854 million in the first six months of 2022 was up 21% year-over-year, outperforming the increase of global automotive production, which was relatively flat year-over-year. However, we believe that the expected continued constraint on global automotive production resulting from supply chain shortages and the effects of economic uncertainty will limit our ability to increase our revenue. We expect to continue to capitalize on our strong and collaborative relationships with OEMs and Tier 1s to expand our presence in key markets and capture the long-term growth opportunities in those markets.

Design wins with new and existing customers. Global OEMs are continuously looking for innovative ways to improve the customer appeal and safety of their vehicles. Additional program design wins for production programs are important to our future revenue growth. However, the revenue generated by each design win and the time necessary to achieve a design win can vary significantly. To achieve program design wins, we must maintain our technological leadership and continue to deliver differentiated solutions versus our competition through investment in research and development. Together with Tier 1 automotive suppliers, we work closely with OEMs to understand their solution requirements and have built close long-term relationships with them extending across multiple generations of EyeQ® products, though there is no guarantee that our customers will purchase our solutions in any certain quantity or at any certain price even after we achieve design wins. As of July 2, 2022, our solutions had been installed in approximately 800

vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half of 2022 design wins and 50 million vehicles based on our 2021 design wins.

Investment in technology leadership and product development. We believe our ability to continue to develop and design highly advanced and cost-efficient ADAS and AV solutions will position us to extend our technology leadership and encourage greater adoption of our solutions by enabling greater levels of autonomy. We also believe that our roadmap for future generations of EyeQ® SoCs and advanced systems will ultimately power autonomous driving solutions. The EyeQ® family design further enables scalable ECU architectures, supporting a variety of ADAS solution architectures, and our announced EyeQ Ultra™ AV-on-Chip is designed to host the full workload of autonomous driving, while meeting stringent cost and power efficiency requirements. We expect that our development of software-defined radar will provide a significant cost advantage by eliminating the need for multiple high-cost lidars around the vehicle and require only a single front-facing lidar, significantly lowering the overall cost of the required sensors compared to solutions that use lidar centric or lidar-only systems. Together with Intel, we also are currently in the early stages of development of FMCW lidar, which has the potential to replace alternative third-party lidar to further enhance the performance of our sensor suite. We believe the ability of our foundational technology to provide a low-cost scale solution with low power-consumption, both from an on-board technology and sensor suite perspective, will be critical to enabling the mass adoption of autonomous driving solutions. While our significant investments in these technologies may not result in revenue in the near term, we believe these investments will position us for revenue growth over time.

Regulation for ADAS and autonomous driving solutions. Demand for our solutions is influenced by the impact of regulation and the ratings systems deployed by the various NCAPs, particularly the Euro NCAP and the U.S. NCAP, administered by the National Highway Traffic Safety Administration. As these NCAPs demand more ADAS applications such as automatic emergency braking, OEMs will increasingly include ADAS as a standard feature in their models to maintain or to achieve the highest safety ratings. In many countries, these safety assessments have created a "market for safety" as car manufacturers seek to demonstrate that their models satisfy the NCAPs' highest ratings. We expect national NCAPs to continue to add specific ADAS applications to their evaluation items over the next several years, led by the Euro NCAP. In recent years, as regulatory requirements and NCAP ratings have increased, OEMs have also begun to highlight their safety features as a competitive advantage. We are recognized for our top-rated safety with 66% of Euro NCAP 5 star rated vehicle models for 2018-2021 equipped with our solutions. As additional regulations are implemented around the world, we expect this to lead to increased global adoption of ADAS, and we believe that we are well positioned to benefit from such increasing safety regulations globally, particularly due to the verifiable nature of our current and future solutions.

Fully autonomous vehicles are still nascent, and regulation of autonomous driving is evolving globally on both a local and national level. We believe that regulatory bodies will demand that AV undergo certain validation and audit requirements before autonomous driving is permitted. The potential impact of regulatory requirements and initiatives on the timing for widespread adoption of fully autonomous driving and on the cost of developing and introducing autonomous driving solutions is uncertain. RSS is our framework that informs our driving policy and formalizes a driving safety concept. Our RSS framework and decision-making engine have inspired a global standardization effort of AV safety including IEEE 2846, which is an industry working group that we lead. We are actively engaged in AV regulations globally as they have implications for the pace at which autonomous driving technologies may be deployed as well as which AV technology validation and audit requirements must be met. Importantly, we believe RSS, which is a pragmatic method that is architected to deliver a provably acceptable level of risk defined by governments, will facilitate standardization efforts worldwide as AV deployments accelerate. In addition to impacting the pace at which autonomous driving technologies are deployed, we expect regulations to impact our financial performance on an ongoing basis over time once autonomous driving gains market adoption. We cannot

provide any assurance how any such regulations will impact us and the extent of such impact, particularly if autonomous driving is prohibited in certain areas.

Consumer adoption of our ADAS and autonomous driving solutions. Our financial performance is in part driven by public awareness and demand for ADAS solutions. Over time we expect autonomous driving solutions to contribute meaningfully to our revenue growth. As a result, consumers' demand for, and willingness to adopt, ADAS and autonomous driving technologies will significantly impact our financial performance. We believe that our leadership position in ADAS positions us to continue to set the standard for advanced autonomous solutions and will help us benefit from increasing consumer confidence in and demand for autonomous technology over time.

Solution mix, pricing, and product costs. Solution mix is among the most important factors affecting our revenue and gross margin, as our prices vary significantly across our solutions. The price of our solutions depends on the bundle of applications that are included in the specific product. Our solutions have different margin profiles. As we develop, bundle, and sell full systems that include third-party hardware beyond EyeQ® SoCs, we expect that our gross margin will decrease on a percentage basis because of the greater third-party hardware content. However, as a result of a higher expected selling price for such systems, we expect our gross profit per unit will increase on a dollar basis.

ASPs vary based on a solution's applications and complexity. As a particular solution matures and unit volumes increase, we expect its ASP to decline. In addition, there are generally step-downs in pricing over periods of production as volumes ramp up. While individual solution ASPs may decline, we seek to continually offer new features and functionality and increase the value that our solutions offer to OEM customers as we target new design win opportunities manage the life cycles of existing solutions and create new ADAS categories with advanced features. We believe our differentiated and scalable solutions consistently enhanced by additional features can enable us to maintain or increase overall ASPs over time.

The cost of input materials and manufacturing costs are significant factors affecting our gross margin. Material costs are affected by a variety of factors, including the availability of sufficient supply to meet market demand. For example, in late 2021, semiconductor fabrication costs increased as a result of a global supply shortage that began in 2020 and is continuing. We are currently experiencing increases in input costs as a result of supply chain shortages, including the global semiconductor shortage, and inflationary pressures. While we seek to increase our ASPs to reflect these cost increases, we anticipate that our gross margin will decrease, at least in the short term, as a result of these cost increases. Our gross margin has been and may continue to be affected by our ability to offset these and any future cost increases through realizing pricing increases on our solutions and achieving decreases in other production costs. We work closely with STMicroelectronics and Quanta on a continuous basis to manage material costs, increase yields and improve manufacturing, assembly, and test costs.

Supply and manufacturing capacity. Our solutions are dependent on the global semiconductor supply chain. The continued and timely supply of input materials, the availability of manufacturing capacity, and packaging and testing services at reasonable prices impact our ability to meet customer demand. Supply chain disruptions, shortages of raw material, such as wafers and substrates, and manufacturing limitations as a result of COVID-19 or other factors could limit our ability to meet customer demand and result in delayed, reduced, or canceled orders. The semiconductor industry is experiencing widespread shortages of substrates and other components and available foundry manufacturing capacity, and we anticipate that such shortages will continue. During 2021 and through the first half of 2022, STMicroelectronics, our sole supplier of EyeQ® SoCs, was not able to meet our demand for EyeQ® SoCs, causing a significant reduction in our inventory level, and we expect to continue to experience a shortfall of chips during the second half of 2022. We have entered 2022 with significantly lower inventories of our EyeQ® SoCs as a result of the limited supply during 2021, and, due to continuing supply chain constraints, we are operating with minimal or no inventory of EyeQ® SoCs on hand. As a result, we are substantially reliant on timely shipments of EyeQ® SoCs from STMicroelectronics to fulfill customer orders and are unable to offset future supply constraints through the use of inventory on hand. The limited supply of EyeQ® SoCs has already led to rescheduling deliveries to our customers on certain occasions and may continue to cause delays in our ability to fulfill our customers' orders as scheduled. Our results of operations in the six months ended July 2nd, 2022 have not been impacted by the shortfall of chips. Our reliance on single or limited suppliers and vendors for certain components, equipment, and services and the aforementioned shortages of substrates and other

components have led to increased supply chain risks and continue to stress our ability to meet the supply demands of our customers. To mitigate these supply chain constraints, management is monitoring inventory levels on an ongoing basis. Although we cannot fully predict the length and the severity of the impact these pressures will have on a long-term basis, we do not anticipate that our current supply chain constraints would materially adversely affect our results of operations, capital resources, sales, profits, and liquidity.

Public company expenses. As a public company, we will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. In particular, we expect our accounting, legal and personnel-related expenses to increase as we establish more comprehensive compliance and governance functions and hire additional personnel to support such functions, maintain and review internal controls over financial reporting in accordance with the Sarbanes-Oxley Act, and prepare and distribute periodic reports in accordance with SEC rules. Our financial statements following this offering will reflect the impact of these expenses. We also expect the costs of our insurance, including directors' and officers' insurance and insurance coverage for AV activity, to increase as a result of higher premiums.

In addition, in connection with this offering, we have established an equity incentive plan for purposes of granting share-based compensation awards to certain members of our senior management, to our non-executive directors and to employees, to incentivize their performance and align their interests with ours. Historically, grants of share-based compensation to our employees were made pursuant to Intel's employee equity incentive plans, and such historical grants will continue based on their original vesting schedules. Equity compensation has been, and will continue to be, an important part of our future compensation strategy and a significant component of our future expenses, which we expect to increase over time.

Intel Segment Reporting

Certain of our financial results are presented as an operating segment within Intel's publicly reported financial results. The financial results for us reported by Intel in its segment reporting may differ from our standalone financial results primarily due to Intel's reporting of expenses related to certain corporate overhead functions and differences in the materiality thresholds applied to prepare consolidated financial results for Intel and for Mobileye on a standalone basis.

Components of Results of Operations

Revenue

We currently derive substantially all of our revenue from our commercially deployed ADAS solutions. We generate the vast majority of our revenue from the sale of our EyeQ® SoCs to OEMs through sales to Tier 1 automotive suppliers that implement our product into vehicles, in which case our direct customer is the Tier 1 automotive supplier that is responsible for paying us for our products. Because of the complex nature of our products and the need to customize and validate a product and to integrate it into the OEM's overall ADAS system, we also have strong direct relationships with the OEMs.

EyeQ® SoC sales represented approximately 94%, 93%, and 91% of our revenue for each of the years 2021, 2020 and 2019, respectively. Sales of our aftermarket products represented the majority of the remainder of our revenue for 2021, 2020 and 2019. Revenue from the sale of our EyeQ® products and from the sale of our aftermarket products is recognized at the time of product shipment from our facilities, as determined by the agreed-upon shipping terms.

For the six months ended July 2, 2022 and June 26, 2021, EyeQ® SoC sales represented approximately 92% and 95% of our revenue, respectively.

Our sales to any single Tier 1 automotive supplier typically cover more than one OEM and more than one production program from any OEM.

Cost of Revenue

Cost of revenue consists primarily of expenses associated with the manufacturing cost of our EyeQ® SoCs, and amortization of acquired intangible assets, identified as developed technology. Additional costs

are royalty fees for the intellectual property that is included in the EyeQ® SoC, personnel-related expenses, including share-based compensation for employees on our operations teams, logistics costs and allocated overhead costs. As we develop and sell full systems that include hardware beyond EyeQ® SoCs, we expect that our gross margin will decrease because of the greater hardware content included in our solutions. However, as a result of a higher expected selling price for such systems, we expect our gross profit per unit will increase on a dollar basis.

Research and Development Expenses, net

Research and development expenses primarily consist of expenses related to personnel, facilities, equipment and supplies for research and development activities including share-based compensation, material, parts and other prototype development, cloud computing services, consulting, and other professional services, including data labeling, quality assurance within the development programs, and allocated overhead costs.

We occasionally enter into best-efforts nonrefundable non-recurring engineering arrangements pursuant to which we are reimbursed for a portion of the research and development expenses attributable to specific development programs. We do not receive any additional compensation or royalties upon completion of such projects and the potential customer does not commit to purchase the resulting product in the future. The participation reimbursement that we receive does not depend on whether there are future benefits from the project. All intellectual property generated from these arrangements are exclusively owned by us.

We intend to continue our significant investment in research and development activities to attain our strategic objectives. Accordingly, we expect research and development expenses to increase in absolute dollars, but to gradually decrease as a percentage of total revenue, over time. We expect that in the near term our research and development expenses will increase compared to 2021, mainly due to additional research and development headcount and higher direct expenses that we expect to incur in connection with the development of our new EyeQ® SoC generations, Premium Driver-Assist offerings, and the productization of our AV solutions and active sensor suite.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of expenses associated with the amortization of acquired intangible assets, comprised of customer relationships and branding costs, personnel-related expenses, including share-based compensation, of our sales force, as well as advertising and marketing expenses and allocated overhead costs.

We expect to increase our sales and marketing expenses as we continue our efforts to increase market awareness of the benefits of our solutions, but we expect sales and marketing expenses to decrease as a percentage of total revenue as our business grows.

General and Administrative Expenses

General and administrative expenses consist of personnel-related expenses, including share-based compensation, of our executive, finance, and legal departments as well as legal and accounting fees, litigation expenses, and fees for professional and contract services.

We expect our general and administrative expenses to increase in absolute dollars but to decrease as a percentage of total revenue as our business grows. The primary reasons for the growth in general and administrative expenses will be the costs related to being a public company, including the need to hire more personnel to support compliance with the applicable provisions of the Sarbanes-Oxley Act and other SEC rules and regulations as well as increased premiums for directors' and officers' insurance and the increased use of share-based compensation for general and administrative personnel.

Interest Income (Expense) and Other Expense

For purposes of the acquisition of Mobileye in 2017, we entered into a loan agreement with Intel. The loan amount of $15.3 billion bore interest at a rate based on the short term quarterly Applicable Federal

Rate published by the Internal Revenue Service. In 2019, the outstanding principal balance of $15.3 billion was converted to equity as a contribution by Intel and the amount of $679 million accumulated interest on the loan was converted to equity in 2020.

On April 21, 2022, we and Intel entered into a loan agreement whereby we distributed to Intel the Dividend Note in an aggregate principal amount of $3.5 billion. The Dividend Note is scheduled to mature on April 21, 2025 and accrues interest at a rate equal to 1.26% per annum, such interest to accrue quarterly. In the six months ended July 2, 2022, accrued interest expense was $9 million.

Our interest income consisted of interest earned on a loan to Intel in the amount of $901 million as of July 2, 2022 and $1.3 billion as of each of December 25, 2021 and December 26, 2020.

Our functional currency is the U.S. dollar. Other expense consists primarily of fluctuations in value due to foreign exchange differences between our monetary assets and liabilities denominated in New Israeli Shekels and to a much lesser extent, the Euro, the Chinese Yuan, the Japanese Yen, and other currencies.

Benefit (provision) for income taxes

Benefit (provision) for income taxes consists primarily of income taxes related to the United States, Israel and other foreign jurisdictions in which we conduct business, and amortization of deferred tax liability with respect to acquired intangible assets. We are eligible for certain tax benefits in Israel under the Investment Law, at a reduced tax rate, subject to specified terms.

During the years presented in our combined financial statements, certain components of our business operations were included in the consolidated U.S. domestic and certain foreign income tax returns filed by Intel, where applicable. We also file certain foreign income tax returns on a separate basis, distinct from Intel. The income tax provision included in our combined financial statements has been calculated using the separate return method as if we had filed our own tax returns. We present tax loss carry-forward amounts that have not been utilized by Intel only to the extent such tax attributes can be claimed on a separate income tax return as opposed to a consolidated income tax return filing with Intel. The use of the separate return method may result in differences between our income tax provision compared to Intel's income tax provision.

In the tax year ended December 25, 2021, Mobileye's Israeli operations became taxable in the United States as a branch entity. In the six months ended July 2, 2022, Moovit's Israeli operations became taxable in the United States as a branch entity. As a result, these operations are taxed both in the United States and Israel. For U.S. tax purposes, there are favorable future tax deductions that we could not benefit from due to a valuation allowance position. If warranted in the future by our actual and projected profitability, the valuation allowances may be released, resulting in a benefit at that time. The valuation allowance also resulted in a residual tax expense associated with a deferred tax liability recorded for goodwill in the year ended December 25, 2021 and the six months ended July 2, 2022.

Realization of deferred tax assets is based on our judgment and various factors including reversal of deferred tax liabilities, the ability to generate future taxable income in jurisdictions where such assets have arisen, and potential tax planning strategies. The valuation allowance for the years presented in our combined financial statements primarily related to U.S. branch deferred tax assets not currently expected to be realized given that we have sustained recent losses based on the separate return method.

Net operating losses reported in the Intel consolidated tax return have not been reflected in our combined financial statements based on a return reality methodology since they will not be available to us in future periods.

Results of Operations

The following table sets forth our results of operations in dollars and as a percentage of revenue for the periods indicated:

	Six months ended				Year Ended					
	July 2, 2022		June 26, 2021		December 25, 2021		December 26, 2020		December 28, 2019	
$ in millions	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
Revenue	$854	100%	$704	100%	$1,386	100%	$ 967	100%	$ 879	100%
Cost of revenue	449	53%	356	51%	731	53%	591	61%	456	52%
Gross profit	405	47%	348	49%	655	47%	376	39%	423	48%
Operating expenses										
Research and development, net	359	42%	258	37%	544	39%	440	46%	384	44%
Sales and marketing	64	7%	65	9%	134	10%	116	12%	100	11%
General and administrative	18	2%	18	3%	34	2%	33	3%	25	3%
Total operating expenses	441	52%	341	48%	712	51%	589	61%	509	58%
Operating income (loss)	(36)	(4)%	7	1%	(57)	(4)%	(213)	(22)%	(86)	(10)%
Interest income (expense) and other income (expense), net	—	—	2	—	—	—	1	—	(239)	(27)%
Income (loss) before income taxes	(36)	(4)%	9	1%	(57)	(4)%	(212)	(22)%	(325)	(37)%
Benefit (provision) for income taxes	(31)	(4)%	(5)	(1)%	(18)	(1)%	16	2%	(3)	—
Net income (loss)	$ (67)	(8)%	$ 4	1%	$ (75)	(5)%	$(196)	(20)%	$(328)	(37)%

(1) Includes amortization of acquired intangible assets, as follows:

	Six months ended		Year Ended		
$ in millions	July 2, 2022	June 26, 2021	December 25, 2021	December 26, 2020	December 28, 2019
Cost of revenue	$240	$200	$419	$368	$261
Sales and marketing	42	45	90	82	66
Total amortization of acquired intangible assets	$282	$245	$509	$450	$327

(2) Includes share-based compensation expense, as follows:

	Six months ended		Year Ended		
$ in millions	July 2, 2022	June 26, 2021	December 25, 2021	December 26, 2020	December 28, 2019
Cost of revenue	$—	$—	$ 1	$—	$—
Research and development, net	69	37	77	67	60
Sales and marketing	2	2	4	3	2
General and administrative	5	10	15	15	14
Total share-based compensation	$76	$49	$97	$85	$76

Comparison of the Six months ended July 2, 2022, and June 26, 2021

Revenue

In the six months ended July 2, 2022, revenue was $854 million, up by $150 million, or 21%, from the six months ended June 26, 2021. The increase in revenue was primarily due to an increase of $120 million, or 18%, in EyeQ® SoC sales, attributable to a 10% increase in volume and a 7% increase in ASP. The remaining increase in revenue was mainly related to the sales of our SuperVision™ solution, which was launched during the fourth quarter of 2021, and for which no revenue was generated in the six months ended June 26, 2021.

Cost of Revenue

In the six months ended July 2, 2022, our cost of revenue increased by $93 million, or 26%, from the six months ended June 26, 2021. This increase was mainly due to an increase of $50 million in manufacturing costs relating primarily to increased sales of our EyeQ® SoC and our sales of SuperVision™ solution. The remaining increase resulted primarily from an increase of $40 million in amortization of intangible assets transferred from in-process research and development to acquisition-related developed technology.

Gross Profit and margin

In the six months ended July 2, 2022, our gross profit increased by $57 million, or 16%, from the six months ended June 26, 2021. This increase was mainly driven by the increase in revenue from our EyeQ® sales, as well as the sales of our SuperVision™ solution, partially offset by the increase in amortization of intangible assets.

Our gross margin decreased from 49% during the six months ended June 26, 2021, to 47% during the six months ended July 2, 2022. This decrease was primarily due to the impact of SuperVision™ sales contributing lower margin given the greater hardware content this product contains. The rise in the cost of our EyeQ® SoCs due to the global semiconductor shortage and inflationary pressures also had a downward impact on our gross margin, but to a lesser extent than the foregoing because we entered 2022 with an opening balance of EyeQ® SoC inventory that we previously acquired at lower-than-current prices and passed on some of the increased costs of EyeQ® SoCs acquired at current prices to our customers.

Research and Development Expenses, net

Research and development expenses, net, in the six months ended July 2, 2022, increased by $101 million, or 39%, compared to the six months ended June 26, 2021. This increase was mainly due to an increase of $73 million in payroll and related expenses, derived from an increase in average research and development headcount of 424 employees and payroll costs, including share-based compensation. Additionally, there was an increase of $20 million in cloud computing services and investments attributable to new product development.

Sales and Marketing Expenses

Sales and marketing expenses in the six months ended July 2, 2022, decreased by $1 million, or 2%, compared to the six months ended June 26, 2021.

General and Administrative Expenses

General and administrative expenses in the six months ended July 2, 2022 were flat compared to the six months ended June 26, 2021, mainly due to a decrease in share-based compensation expenses offset by expenses related to this offering.

Interest Income (expense) and Other Income (expense), net

Interest income (expense), net in the six months ended July 2, 2022, was $5 million in expense compared to $2 million in income in the six months ended June 26, 2021. The increase in net interest expense was mainly due to accrued interest on the Dividend Note issued to Intel on April 21, 2022.

Other income (expense), net in the six months ended July 2, 2022, was $5 million in income compared to zero in income in the six months ended June 26, 2021. The increase in was mainly due to exchange rate differences.

Benefit (Provision) for Income Tax

In the six months ended July 2, 2022, provision for income tax increased by $26 million, compared to the six months ended June 26, 2021, mainly due to a withholding tax expense of $14 million related to a dividend distribution between entities within the Mobileye Group, which did not result in a corresponding benefit in the United States, as a result of a valuation allowance position and tax expenses incurred pursuant to U.S. tax law due to unfavorable timing adjustments. Other than in connection with the Reorganization as described elsewhere in this prospectus, we do not expect to declare or pay any dividends for the foreseeable future.

The effective tax rate for both periods was significantly influenced by valuation allowances related to deferred tax assets not currently expected to be realized given that we have sustained recent losses based on the separate return method.

Comparison of the years ended December 25, 2021, December 26, 2020, and December 28, 2019

Revenue

In 2021, revenue was $1.4 billion, up $419 million, or 43%, from 2020. This increase was primarily attributable to a 43% increase in the volume of our EyeQ® SoCs sold in 2021 as compared to 2020, driven by increasing adoption of ADAS compared to 2020 and a slight improvement in global vehicle production. In particular, the increase in 2021 reflected the increase in sales from (1) new launches (meaning the beginning of series deliveries to OEMs through Tier 1 automotive suppliers) of production programs particularly with Honda, Fiat Chrysler Automobiles, Peugeot, and Great Wall Motors, and (2) the full year effect of production programs launched in 2020, particularly with Renault Nissan, HKMC (Hyundai and Kia), Ford, Fiat Chrysler Automobiles, Peugeot, and Great Wall Motors.

In 2020, revenue was $967 million, up $88 million, or 10% from 2019 given higher demand from improved global vehicle production in the second half of 2020, offsetting the decline in production experienced in the first half of the year due to the effects of the COVID-19 pandemic.

Cost of revenue and gross profit

In 2021, our cost of revenue increased by $140 million, or 24%, from 2020. This increase was mainly due to an increase of $86 million in manufacturing costs relating primarily to increased sales of our EyeQ® SoC, and an increase of $51 million in amortization of intangible assets. The increase in amortization of intangible assets was mainly due to an increase of $32 million attributed to intangible assets acquired in the acquisition of Moovit, given the recognition of a full year amortization. In 2020, our cost of revenue increased by $135 million, or 30%, from 2019, mainly due to an increase of $107 million in amortization of intangible assets, and increased manufacturing costs relating to increased sales of our EyeQ® SoC. The increase in amortization of intangible assets resulted from $66 million in amortization of intangible assets acquired in the acquisition of Moovit and an increase of $41 million in the amortization of intangible assets transferred from in-process research and development to acquisition-related developed technology.

In 2021, our gross profit increased by $279 million, or 74%, from 2020. The increase in 2021 was driven by the growth in volume of products sold, partially offset by the increase in amortization of intangible assets primarily due to the recognition of a full year of amortization of intangible assets acquired in the acquisition of Moovit. In 2020, our gross profit decreased by $47 million, or 11%, from 2019. The decrease in 2020 resulted from the increase in amortization of intangible assets primarily due to a partial year of amortization of intangible assets acquired in the acquisition of Moovit, partially offset by the growth in volume of products sold.

Our gross margin decreased from 48% during 2019, to 39% during 2020 and increased to 47% during 2021. The increase in 2021 compared to 2020 and the decrease in 2020 compared to 2019 was due primarily to the higher impact of the cost attributable to amortization of intangible assets, as a percentage of revenue in 2020.

Research and Development Expenses, Net

Research and development expenses, net in 2021 increased by $104 million, or 24%, compared to 2020, and in 2020 increased by $56 million, or 15%, compared to 2019. The increase in 2021 was mainly due to an increase of $75 million in payroll and related expenses, derived from an average increase in research and development headcount of 274 employees and payroll costs. Additionally, there was an increase of $21 million in cloud computing services, development tools, and investments attributable to new product development. The increase in 2020 was mainly attributable to employee-related costs derived from an average increase in headcount of 356 employees, including the additional headcount resulting from the acquisition of Moovit.

Sales and Marketing Expenses

Sales and marketing expenses in 2021 increased by $18 million, or 16%, compared to 2020, and in 2020 increased by $16 million, or 16%, compared to 2019. The increase in 2021 was mainly due to an increase of $8 million in amortization of customer relationship and brand-related intangible assets and an increase of $6 million in employee-related costs mainly as a result of the full year impact of Moovit. The increase in 2020 was mainly due to the amortization of intangible assets resulting from the partial year impact of the acquisition of Moovit.

General and Administrative Expenses

General and administrative expenses in 2021 increased by $1 million, or 3%, compared to 2020, and in 2020 increased by $8 million, or 32%, compared to 2019. The increase in 2020 was mainly due to an average increase in headcount of 29 employees and additional employee-related costs attributable to the acquisition of Moovit. The increase in 2021 was insignificant.

Interest Income (Expenses) and Other Expenses

In 2019, interest expense of $257 million was recorded in connection with the loan from Intel, which was converted to equity during 2019.

Interest income attributable to the loan with Intel was $3 million in 2021, compared to $6 million in 2020, and $22 million in 2019. The decrease resulted from a reduction in the London Interbank Offered Rate (“LIBOR”).

Other expenses decreased by $2 million in 2021, compared to 2020, and increased by $1 million in 2020 compared to 2019, in each case mainly due to the effect of foreign exchange fluctuations.

Benefit (provision) for income tax

In 2021, provision for income tax was $18 million compared to benefit from income tax of $16 million in 2020, mainly due to the effect of deferred income taxes associated with the amortization of goodwill for tax purposes, as a result of our inclusion in the consolidated, combined, or unitary U.S. federal and state income tax returns with Intel starting in 2021. In 2020, benefit for income taxes was $16 million compared to provision for income of $3 million in 2019 mainly due to the amortization of deferred tax liability with respect to intangible assets attributable to the acquisition of Moovit.

Liquidity and Capital Resources

We believe we have sufficient sources of funding to meet our business requirements and plans for the next 12 months and in the longer term. Cash generated by operations is our primary source of liquidity for funding our strategic business requirements.

Our primary uses of funds have been for funding increases in headcount in our research and development organization and for capital expenditures. Our capital expenditures have related mainly to the construction of our campus, data storage and other computer related equipment and were $53 million, $143 million, $91 million, and $44 million for the six months ended July 2, 2022 and fiscal years 2021, 2020 and 2019, respectively. In connection with the Reorganization, on May 12, 2022, we also declared and paid the Dividend

in an aggregate amount of $336 million to Intel, net of $14 million of cash paid to tax authorities to settle related tax obligations.

To fund our cash requirements in the ordinary course of business, we anticipate that we will continue to primarily rely on operating cash flows, supplemented by our total cash and cash equivalents, together with the remaining $ (or $ if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) of the net proceeds that we receive from this offering after repaying approximately $ of indebtedness under the Dividend Note. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. We expect our total capital expenditures for 2022 to be slightly above our total capital expenditures in 2021, mainly given the expansion to additional facilities required to accommodate our recruitment of certain employees from Intel. The construction of our campus is planned to be completed by the end of the first quarter of 2023, with a remaining cost we estimate to be between $80 million and $90 million. Our future capital requirements will depend on many factors, including our growth rate and the timing and extent of operating expenses.

We have lease obligations and other contractual obligations and commitments as part of our ordinary course of business. See "Note 5: Leases" to our combined financial statements for information about our lease obligations. We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements involving commitments or obligations, including contingent obligations, arising from arrangements with unconsolidated entities or persons that have or are reasonably likely to have a material current or future effect on our financial condition, results of operations, liquidity, cash requirements or capital resources.

Cash Flows

The following table sets forth certain combined statements of cash flow data:

	Six months ended		Year Ended		
$ in millions	**July 2, 2022**	**June 26, 2021**	**December 25, 2021**	**December 26, 2020**	**December 28, 2019**
Net cash provided by operating activities	$ 233	$ 289	$ 599	$ 271	$ 300
Net cash provided by (used in) investing activities	344	(335)	(157)	(965)	(225)
Net cash provided by (used in) financing activities	(415)	49	91	732	(59)
Effect of exchange rate changes on cash and cash equivalents	(3)	(1)	(1)	—	—
Net increase in cash and cash equivalents and restricted cash	$ 159	$ 2	$ 532	$ 38	$ 16

Operating activities

For the six months ended July 2, 2022 compared to the six months ended June 26, 2021, the $56 million decrease in cash provided by operating activities was mainly due to a change in employee related balances resulting from our recruitment of certain employees relating to the Mobileye business from Intel during the second quarter of 2022.

For 2021 compared to 2020, the $328 million increase in cash provided by operating activities was primarily driven by a decrease of $121 million in net loss, an increase in net cash inflow from working capital and an increase in non-cash adjustments, mainly attributable to the amortization of intangible assets.

For 2020 compared to 2019, the $29 million decrease in cash provided by operating activities was primarily due to a decrease in non-cash adjustments in 2020 (primarily due to the adjustment in 2019 relating to interest expenses with respect to a loan with Intel), which more than offset the $132 million decrease in net loss in 2020.

Investing activities

Net cash provided by investing activities in the six months ended June 2, 2022 was $344 million, consisting primarily of a $397 million net repayment of a loan by Intel, partially offset by capital expenditures.

Net cash used in investing activities in the six months ended June 26, 2021 was $355 million consisting primarily of a $280 million loan to Intel and capital expenditures.

Net cash used in investing activities in 2021 was $157 million, primarily relating to capital expenditures in connection with the construction of our campus.

Net cash used in investing activities in 2020 was $965 million consisting primarily of a net investment of $745 million with respect to our acquisition of Moovit, $135 million loan to Intel and capital expenditures mainly relating to the construction of our campus.

Net cash used in investing activities in 2019 was $225 million, consisting primarily of a $185 million loan to Intel and capital expenditures.

Financing activities

Net cash used in financing activities in the six months ended July 2, 2022 was $415 million, consisting primarily of the $336 million Dividend to Intel and $186 million of share-based compensation recharge payments made to Intel, partially offset by $121 million as a result of net contributions from Intel.

Net cash provided by financing activities in the six months ended June 26, 2021 was $49 million, primarily as a result of net contributions from Intel.

Net cash provided by financing activities in 2021 was $91 million, as a result of a net contribution from Intel.

Net cash provided by financing activities in 2020 was $732 million, consisting primarily of $825 million for the acquisition of Moovit, partially offset by share-based compensation recharge payments made to Intel.

Net cash used in financing activities in 2019 was $59 million, primarily related to share-based compensation recharge payments made to Intel.

Liability in respect of employee rights upon retirement

Israeli labor laws and agreements require severance payments upon dismissal of an employee or upon termination of employment in other circumstances. The severance pay liability with respect to Israeli employees is calculated pursuant to Israeli Severance Pay Law based on the most recent salary of the employees multiplied by the number of years of employment as of the balance sheet date.

Our liability for all of our Israeli employees is covered by monthly deposits with severance pay funds. The value of the deposited funds is based on the cash surrender value of these policies and includes profits (or loss) accumulated through the balance sheet date. The deposited funds may be withdrawn only upon the fulfillment of the obligations pursuant to Israeli Severance Pay Law or labor agreements.

Part of our liability for severance pay is covered by the provisions of Section 14 of the Israeli Severance Pay Law ("Section 14"). Under Section 14 employees are entitled to monthly deposits, at a rate of 8.33% of their monthly salary, contributed by us on their behalf to their insurance funds. Payments in accordance with Section 14 release us from any future severance payments in respect of those employees. As a result, we do not recognize any liability for severance pay due to these employees and the deposits under Section 14 are not recorded as assets on the combined balance sheets.

Severance pay liability increased from $59 million as of December 26, 2020, to $68 million as of December 25, 2021, reflecting mainly an increase in salary and related costs. Severance pay liability decreased to $49 million as of July 2, 2022.

Indebtedness

We have several bank guarantees aggregating approximately $9.6 million (denominated in New Israeli Shekels) mainly in connection with lease agreements and import of vehicles.

In addition, in connection with the Reorganization, on April 21, 2022, we distributed to Intel the Dividend Note, in the aggregate principal amount of $3.5 billion. The Dividend Note is scheduled to mature on April 21, 2025 and will accrue interest at a rate equal to 1.26% per annum.

Non-GAAP Financial Measures

Our management uses Adjusted Gross Profit and Margin, Adjusted Operating Income and Margin and Adjusted Net Income, collectively, as key measures in operating our business. We use such non-GAAP financial measures to make strategic decisions, establish business plans and forecasts, identify trends affecting our business, and evaluate performance. For example, we use these non-GAAP financial measures to assess our pricing and sourcing strategy, in the preparation of our annual operating budget, and as a measure of our operating performance. We believe that these non-GAAP financial measures, when taken collectively, may be helpful to investors because they allow for greater transparency into what measures our management (and Intel's management) uses in operating our business and measuring our performance, and enable comparison of financial trends and results between periods where items may vary independent of business performance. The non-GAAP financial measures are presented for supplemental informational purposes only, should not be considered a substitute for financial information presented in accordance with GAAP, and may be different from similarly titled non-GAAP measures used by other companies. A reconciliation is provided below for each non-GAAP financial measure to the most directly comparable financial measure presented in accordance with GAAP. Investors are encouraged to review the related GAAP financial measures and the reconciliation of these non-GAAP financial measures to their most directly comparable GAAP financial measures, as well as our combined financial statements and related notes included elsewhere in this prospectus.

We believe excluding items that neither relate to the ordinary course of business nor reflect our underlying business performance, such as the amortization of intangible assets and certain expenses related to this offering, enables management and our investors to compare our underlying business performance from period-to-period. Accordingly, we believe these adjustments facilitate a useful evaluation of our current operating performance and comparison to our past operating performance and provide investors with additional means to evaluate cost and expense trends. In addition, we also believe these adjustments enhance comparability of our financial performance against those of other technology companies.

Our non-GAAP financial measures reflect adjustments for amortization charges for our acquisition-related intangible assets, share-based compensation expense and certain expenses related to this offering as well as the related income tax effects where applicable. We exclude amortization charges for our acquisition-related intangible assets for purposes of calculating certain non-GAAP measures, although revenue is generated, in part, by these intangible assets, to eliminate the impact of these non-cash charges that are inconsistent in size and are significantly impacted by the timing and valuation of our acquisitions. These amortization charges relate to intangible assets consisting of developed technology, customer relationships, and brands as a result of Intel's acquisition of Mobileye in 2017 and the acquisition of Moovit in 2020.

We believe that the exclusion of share-based compensation expense is appropriate because it eliminates the impact of non-cash expenses for equity-based compensation costs that are based upon valuation methodologies and assumptions that vary over time, and the amount of the expense can vary significantly between companies due to factors that are unrelated to their core operating performance and that can be outside of their control. Although we exclude share-based compensation expenses from our non-GAAP measures, equity compensation has been, and will continue to be, an important part of our future compensation strategy and a significant component of our future expenses, and may increase in future periods.

We believe that the exclusion of expenses related to this offering is appropriate as they represent items that management believes are not indicative of our ongoing operating performance. These expenses are primarily composed of legal, accounting and professional fees incurred in connection with this offering that are not capitalizable, which are included within general and administrative expenses.

Adjusted Gross Profit and Margin

We define Adjusted Gross Profit as gross profit presented in accordance with GAAP, excluding amortization of acquisition related intangibles and share-based compensation expense. Adjusted Gross Margin is calculated as Adjusted Gross Profit divided by total revenue.

Set forth below is the reconciliation of gross profit to Adjusted Gross Profit and the calculations of gross margin and Adjusted Gross Margin:

	Six months ended				Year Ended					
	July 2, 2022		June 26, 2021		December 25, 2021		December 26, 2020		December 28, 2019	
$ in millions	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
Gross profit and margin	$405	47%	$348	49%	$ 655	47%	$376	39%	$423	48%
Add: Amortization of acquired intangible assets	240	28%	200	28%	419	30%	368	38%	261	30%
Add: Share-based compensation expense	—	—	—	—	1	—	—	—	—	—
Adjusted gross profit and margin	$645	76%	$548	78%	$1,075	78%	$744	77%	$684	78%

Our Gross Margin (gross profit as a percentage of revenue) and Adjusted Gross Margin (adjusted gross profit as a percentage of revenue) reflect the high value-added nature of our solutions and have remained consistent in recent periods. As we develop and sell full systems that include hardware beyond EyeQ® SoCs, we expect that our Gross Margin and Adjusted Gross Margin will decrease because of the greater hardware content included in our solutions. However, as a result of a higher expected selling price for such systems, we expect our gross profit per unit will increase on a dollar basis over time.

Our Adjusted Gross Margin decreased from 78% for the six months ended June 26, 2021 to 76% for the six months ended July 2, 2022, primarily due to increased sales of our SuperVision™ solutions, which have greater hardware content than our other ADAS solutions.

Adjusted Operating Income and Margin

We define Adjusted Operating Income as operating loss presented in accordance with GAAP, adjusted to exclude amortization of acquisition related intangibles, share-based compensation expenses and expenses related to this offering incurred during the six months ended July 2, 2022. Operating margin is calculated as operating loss divided by total revenue, and Adjusted Operating Margin is calculated as Adjusted Operating Income divided by total revenue.

Set forth below is the reconciliation of operating income (loss) to Adjusted Operating Income and the calculations of Operating Margin and Adjusted Operating Margin:

	Six months ended				Year Ended					
	July 2, 2022		June 26, 2021		December 25, 2021		December 26, 2020		December 28, 2019	
$ in millions	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
Operating income (loss) and operating margin	$ (36)	(4)%	$ 7	1%	$ (57)	(4)%	$(213)	(22)%	$ (86)	(10)%
Add: Amortization of acquired intangible assets	282	33%	245	35%	509	37%	450	47%	327	37%
Add: Share-based compensation expense	76	9%	49	7%	97	7%	85	9%	76	9%
Add: Expenses related to this offering	3	—	—	—	—	—	—	—	—	—
Adjusted operating income and margin	$325	38%	$301	43%	$549	40%	$ 322	33%	$317	36%

We incurred an operating loss in the six months ended July 2, 2022, compared to operating income in the six months ended June 26, 2021, mainly as a result of an increase in amortization of acquired intangible

assets and share-based compensation expense, as well as an increase in research and development expenses, partially offset by revenue growth.

We incurred an operating loss in each of 2021, 2020 and 2019. The decrease in our operating margin from 2019 to 2020 reflected the impact of increased headcount, including as a result of the acquisition of Moovit, and an increase in amortization of acquired intangibles. Our operating loss, and operating margin in each of these years included the effect of amortization of acquired intangible assets, as well as share-based compensation expense, each of which increased in each of 2020 and 2021 as compared to the preceding year.

Our Adjusted Operating Income increased in the six months ended July 2, 2022 compared to the six months ended June 26, 2021, primarily due to the growth in our overall business, partially offset by the increase in research and development expenses.

Our Adjusted Operating Margin decreased in the six months ended July 2, 2022 compared to the six months ended June 26, 2021, primarily due to a decrease in our Adjusted Gross Margin and the impact of increased research and development headcount.

Our Adjusted Operating Income and Margin increased in fiscal 2021 primarily due to growth in our overall business driven by an increase in adoption of ADAS compared to 2020 and a slight improvement in global vehicle production. We expect that our Adjusted Operating Margin in future near-term years will decrease compared to the six months ended July 2, 2022, mainly due to additional research and development headcount and higher direct expenses that we expect to incur in connection with the development of new EyeQ® SoC generations, Mobileye SuperVision™ enhancements, and the productization of our AV solutions and active sensor suite.

Adjusted Net Income

We define Adjusted Net Income as net loss presented in accordance with GAAP, adjusted to exclude amortization of acquisition related intangibles, share-based compensation expense, and expenses related to this offering incurred during the six months ended July 2, 2022, as well as the related income tax effects. Income tax effects have been calculated using the applicable statutory tax rate for each adjustment taking into consideration the associated valuation allowance impacts. The adjustment for income tax effects consists primarily of the deferred tax impact of the amortization of acquired intangible assets.

Set forth below is the reconciliation of net income (loss) to Adjusted Net Income:

	Six months ended				Year Ended					
	July 2, 2022		June 26, 2021		December 25, 2021		December 26, 2020		December 28, 2019	
		% of		% of		% of		% of		% of
$ in millions	Amount	Revenue	Amount	Revenue	Amount	Revenue	Amount	Revenue	Amount	Revenue
Net income (loss)	$ (67)	(8)%	$ 4	1%	$ (75)	(5)%	$(196)	(20)%	$(328)	(37)%
Add: Amortization of acquired intangible assets	282	33%	245	35%	509	37%	450	47%	327	37%
Add: Share-based compensation expense	76	9%	49	7%	97	7%	85	9%	76	9%
Add: Expenses related to this offering	3	—	—	—	—	—	—	—	—	—
Less: Income tax effects	(18)	(2)%	(28)	(4)%	(57)	(4)%	(50)	(5)%	(24)	(3)%
Adjusted net income	$276	32%	$270	39%	$474	35%	$ 289	31%	$ 51	6%

We incurred a net loss in the six months ended July 2, 2022, compared to net income in the six months ended June 26, 2021, mainly as a result of an increase in amortization of acquired intangible assets and share-based compensation expense, as well as an increase in research and development expenses, partially offset by an increase in revenue.

Our net income (loss) in each of the six months ended July 2, 2022 and June 26, 2021 and our net loss in each of 2021, 2020 and 2019 included the effect of amortization of acquired intangible assets, as well as share-based compensation expense, each of which increased in the six months ended July 2, 2022 as compared to the six months ended June 26, 2021, and increased in each of 2020 and 2021 as compared to the preceding year. The decrease in our net loss in 2021 as compared to 2020 reflects growth in our overall business, driven by an increase in adoption of ADAS compared to 2020 and a slight improvement in global vehicle production. The decrease in our net loss in 2020 as compared to 2019 was attributable in part to the impact of net interest expense of $235 million in 2019, primarily related to interest expense in connection with a loan from Intel, which was converted to equity.

Our Adjusted Net Income increased in the six months ended July 2, 2022 compared to the six months ended June 26, 2021, primarily due to growth in our overall business, partially offset by the increase in research and development expenses. Our Adjusted Net Income increased in fiscal 2021 primarily due to growth in our overall business, driven by an increase in adoption of ADAS compared to 2020 and a slight improvement in global vehicle production. We expect that our Adjusted Net Income margin (which is the Adjusted Net Income divided by total revenue) in future near-term years will decrease compared to the six months ended July 2, 2022, mainly due to additional research and development headcount and higher direct expenses that we expect to incur in connection with the development of new EyeQ® SoC generations, Mobileye SuperVision™ enhancements, and the productization of our AV solutions and active sensor suite.

Quarterly Results of Operations

The following tables set forth our historical unaudited condensed combined statements of operations data for each of the quarters indicated. The information for each quarter has been prepared on the same basis as our audited combined financial statements included elsewhere in this prospectus and reflects, in the opinion of management, all adjustments necessary for a fair statement of the financial information presented. Our historical results are not necessarily indicative of future operating results, and our interim results are not necessarily indicative of the results to be expected for the full year or any other period. The quarterly financial data set forth below should be read together with our combined financial statements and related notes included elsewhere in this prospectus.

	Three Months Ended									
$ in millions	**July 2, 2022**	**April 2, 2022**	**December 25, 2021**	**September 25, 2021**	**June 26, 2021**	**March 27, 2021**	**December 26, 2020**	**September 26, 2020**	**June 27, 2020**	**March 28, 2020**
Revenue	$460	$394	$356	$326	$327	$377	$334	231	148	254
Cost of revenue	231	218	202	173	173	183	176	155	127	133
Gross profit	**229**	**176**	**154**	**153**	**154**	**194**	**158**	**76**	**21**	**121**
Gross profit margin	**50%**	**45%**	**43%**	**47%**	**47%**	**51%**	**47%**	**33%**	**14%**	**48%**
Operating costs and expenses:										
Research and development, net	179	180	154	132	128	130	128	113	101	98
Sales and marketing	29	35	36	33	32	33	32	31	28	25
General and administrative	11	7	8	8	9	9	9	9	9	6
Total operating expenses	**219**	**222**	**198**	**173**	**169**	**172**	**169**	**153**	**138**	**129**
Operating income (loss)	**10**	**(46)**	**(44)**	**(20)**	**(15)**	**22**	**(11)**	**(77)**	**(117)**	**(8)**
Operating income (loss) margin	**2%**	**(12)%**	**(12)%**	**(6)%**	**(5)%**	**6%**	**(3)%**	**(33)%**	**(79)%**	**(3)%**
Interest income (expense) with a related party	(6)	1	1	—	1	1	0	0	3	3
Other expense	4	1	(3)	—	(1)	1	(5)	1	(1)	0
Income (loss) before taxes on income	**8**	**(44)**	**(46)**	**(20)**	**(15)**	**24**	**(16)**	**(76)**	**(115)**	**(5)**
Benefit (taxes) on income	(15)	(16)	(7)	(6)	(6)	1	2	6	8	—
Net income (loss) for the period	**$ (7)**	**$ (60)**	**(53)**	**(26)**	**(21)**	**$ 25**	**(14)**	**(70)**	**(107)**	**(5)**
Net income (loss) margin	**(2)%**	**(15)%**	**(15)%**	**(8)%**	**(6)%**	**6%**	**(4)%**	**(30)%**	**(72)%**	**(2)%**

Quarterly Non-GAAP Financial Measures

Adjusted Gross Profit and Margin

	Three Months Ended									
$ in Millions	**July 2, 2022**	**April 2, 2022**	**December 25, 2021**	**September 25, 2021**	**June 26, 2021**	**March 27, 2021**	**December 26, 2020**	**September 26, 2020**	**June 27, 2020**	**March 28, 2020**
Gross profit	$229	$176	$154	$153	$154	$194	$158	$ 76	$ 21	$121
Add: Amortization of acquired intangible assets	115	125	119	100	100	100	101	100	92	75
Add: Share-based compensation expense	—	—	1	—	—	—	—	—	—	—
Adjusted gross profit	**$344**	**$301**	**$274**	**$253**	**$254**	**$294**	**$259**	**$176**	**$113**	**$196**
Adjusted gross profit margin	**75%**	**76%**	**77%**	**78%**	**78%**	**78%**	**78%**	**76%**	**76%**	**77%**

Adjusted Operating Income and Margin

	Three Months Ended									
$ in Millions	**July 2, 2022**	**April 2, 2022**	**December 25, 2021**	**September 25, 2021**	**June 26, 2021**	**March 27, 2021**	**December 26, 2020**	**September 26, 2020**	**June 27, 2020**	**March 28, 2020**
Operating income (loss)	$ 10	$ (46)	$ (44)	$ (20)	$ (15)	$ 22	$ (11)	$ (77)	$(117)	$ (8)
Add: Amortization of acquired intangible assets	133	149	140	123	122	123	122	123	113	92
Add: Share-based compensation expense	36	40	25	24	25	24	26	20	20	19
Add: Expenses related to this offering	3	—	—	—	—	—	—	—	—	
Adjusted operating income	$182	$143	$121	$127	$132	$169	$137	$ 66	$ 16	$103
Adjusted operating income margin	**40%**	**36%**	**34%**	**39%**	**40%**	**45%**	**41%**	**29%**	**11%**	**41%**

Adjusted Net Income

	Three Months Ended									
$ in Millions	**July 2, 2022**	**April 2, 2022**	**December 25, 2021**	**September 25, 2021**	**June 26, 2021**	**March 27, 2021**	**December 26, 2020**	**September 26, 2020**	**June 27, 2020**	**March 28, 2020**
Net income (loss)	$ (7)	$ (60)	$ (53)	$ (26)	$ (21)	$ 25	$ (14)	$ (70)	$(107)	$ (5)
Add: Amortization of acquired intangible assets	133	149	140	123	122	123	122	123	113	92
Add: Share-based compensation expense	36	40	25	24	25	24	26	20	20	19
Add Expenses related to this offering	3	—	—	—	—	—	—	—	—	
Less: Income tax effects	(9)	(9)	(15)	(14)	(14)	(14)	(14)	(15)	(13)	(8)
Adjusted net income	$156	$120	$ 97	$107	$112	$158	$120	$ 58	$ 13	$98
Adjusted net income margin	**34%**	**30%**	**27%**	**33%**	**34%**	**42%**	**36%**	**25%**	**9%**	**39%**

Quarterly Trends

In 2020, the entire automotive industry was severely impacted by COVID-19, resulting in global vehicle production declining by 16% compared to 2019. This led to fluctuations in our quarterly results. We experienced a temporary reduction in revenue and operating margin during the second and third quarters of 2020, followed by a sharp recovery that is reflected in the results of the fourth quarter of 2020 and the first quarter of 2021.

The increase in operating expenses starting in the fourth quarter of 2021 is mainly due to increased R&D investments in connection with the launch of Mobileye SuperVision™ and AV productization.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risk in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of foreign currency exchange rates.

The U.S. dollar is our functional currency. Substantially all our revenue was denominated in U.S. dollars for all periods presented, however certain expenses comprising our cost of revenue and operating expenses were denominated in New Israeli Shekels, mainly payroll. As a result, our combined financial statements are subject to fluctuations due to changes in exchange rates as our operating expenses, denominated in New Israeli Shekels, are remeasured from New Israeli Shekels into U.S. dollars. We also have expenses in other currencies, in particular the Euro, the Chinese Yuan, and the Japanese Yen, although to a much lesser extent.

We have attempted to minimize foreign currency risk, primarily by entering into a hedging services agreement with Intel during 2021. Intel centrally hedges its forecast cash flow exposure to the U.S. dollar / New Israeli Shekel exchange rates, and according to the agreement, we have been entitled to a certain allocation of the gains and losses arising from the execution of the hedging contracts. Since our hedging arrangement with Intel is not expected to continue in the long-term, we plan to reassess what, if any, hedging arrangements we will have in subsequent fiscal years.

If the New Israeli Shekel had strengthened by 10% against the U.S. dollar, it would have decreased our cash flows by approximately $37 million and $28 million during 2020 and 2019, respectively. The effect of a 10% change in the U.S. dollar / New Israeli Shekel exchange rate would not have had a material impact on our cash flows in 2021 or the six months ended July 2, 2022, due to our hedging services agreement with Intel.

Critical Accounting Policies and Estimates

The application of our accounting policies may require us to make assumptions and estimates about future events and apply judgments that affect the reported amounts of assets, liabilities, revenue and expense, and the accompanying disclosures. We base our assumptions, estimates and judgments on historical experience, current trends and other factors that management believes to be relevant at the time the estimate was made.

We consider an accounting policy to be a critical estimate if: (1) we must make assumptions that were uncertain when the judgment was made, and (2) changes in the relevant estimate or assumptions, or selection of a different estimate methodology, could have a significant impact on our financial position or the results that we report in our combined financial statements.

We believe that our estimates, assumptions, and judgments are reasonable in that they were based on information available when the estimates, assumptions and judgments were made. However, because future events and their effects cannot be determined with certainty, actual results could differ materially from those implied by our assumptions and estimates.

On an ongoing basis, management evaluates its estimates, including those related to intangible assets, goodwill and deferred taxes. We base our estimates, assumptions and judgments on historical experience and on various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may materially differ from the results implied by these estimates and judgments under different assumptions or conditions.

Intangible Assets

Our combined financial statements include acquisition-related intangible assets, consisting primarily of developed technology and customer relationships and brands. The identification and recognition of those intangible assets involve significant judgments relating to, among other things, the projected cash flows

attributable to these intangible assets and the estimated useful lives of these intangible assets. We amortize acquisition-related intangible assets that are subject to amortization over their estimated useful lives. The useful lives are determined by management at the time of acquisition, based on historical experience and the economic life of the underlying technology, and are regularly reviewed for appropriateness. Acquisition-related in-process research and development assets represent the fair value of incomplete research and development projects that had not reached technological feasibility as of the date of acquisition; initially, these are classified as in-process research and development and are not subject to amortization. Once these projects are completed, the asset balances are transferred from in-process research and development to acquisition-related developed technology and are subject to amortization from that point forward based on their estimated useful lives at that time.

The asset balances relating to projects that are abandoned after acquisition are impaired and expensed to research and development. We perform a quarterly review of significant finite-lived identified intangible assets to make a judgment on whether facts and circumstances indicate that the carrying amount may not be recoverable and an impairment may be required.

These reviews can be affected by various factors, including external factors such as industry and economic trends, and internal factors such as changes in our business strategy and our forecasts for specific product lines.

Goodwill

We perform an annual impairment assessment of goodwill at the reporting unit level in the fourth quarter of each year, or more frequently if indicators of potential impairment exist. The analysis may include both qualitative and quantitative factors to assess the likelihood of impairment. Additionally, we are permitted to first assess qualitative factors to determine whether a quantitative goodwill impairment test is necessary. Further testing is only required if we determine, based on the qualitative assessment, that it is more likely than not that a reporting unit's fair value is less than its carrying amount.

Qualitative factors include industry and market considerations, overall financial performance, and other relevant events and factors affecting the reporting unit. Additionally, as part of this assessment, we may perform a quantitative analysis to support the qualitative factors above by applying sensitivities to assumptions and inputs used in measuring a reporting unit's fair value.

Our quantitative impairment test considers both the income approach and the market approach to estimate a reporting unit's fair value. Significant estimates include growth rates, estimated costs, and discount rates based on a reporting unit's weighted average cost of capital.

For 2021, we performed a quantitative impairment test at the reporting unit level, which had $111 million of allocated goodwill as of December 25, 2021. As of December 25, 2021, the reporting unit was not at risk of failing the quantitative impairment test and the fair value of the reporting unit substantially exceeded its carrying amount. As of July 2, 2022, no indicators of impairment were identified.

Deferred Taxes

Deferred tax assets and liabilities are recognized based on the future tax consequences attributable to temporary differences between the combined financial statement carrying amounts of existing assets and liabilities and their respective tax bases. We reduce the carrying amounts of deferred tax assets by a valuation allowance if, based on the available evidence, it is more likely than not that such assets will not be realized. Use of the term "more likely than not" indicates the likelihood of occurrence is greater than 50%.

Accordingly, the need to establish valuation allowances for deferred tax assets is continually assessed based on a more-likely-than-not realization threshold. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of profitability and taxable income, the duration of statutory carryforward periods, our experience with the utilization of operating loss and tax credit carryforwards before expiration and tax planning strategies. In making such judgments, significant weight is given to evidence that can be objectively verified.

New Accounting Pronouncements

See "Note 2: Significant Accounting Policies" to our combined financial statements included elsewhere in this prospectus for information on new accounting pronouncements.

BUSINESS

Overview

Mobileye is a leader in the development and deployment of ADAS and autonomous driving technologies and solutions. We pioneered ADAS technology more than 20 years ago and have continuously expanded the scope of our ADAS offerings, while leading the evolution to autonomous driving solutions.

Our portfolio of solutions is built upon a comprehensive suite of purpose-built software and hardware technologies designed to provide the capabilities needed to make the future of ADAS and autonomous driving a reality. These technologies can be harnessed to deliver mission-critical capabilities at the edge and in the cloud, advancing the safety of road users, and revolutionizing the driving experience and the movement of people and goods globally.

While today ADAS is central to the advancement of automotive safety, we believe that the future of mobility is autonomous. However, mass adoption of autonomous vehicles is still nascent. Full autonomy — where a human is not actively engaged in driving the vehicle for extended periods of time — requires the autonomous driving solution to be capable of navigating any environment in any condition at any time. Additionally, developing a technology platform whose decision-making process and resulting actions are verifiable is critical to enabling autonomous driving solutions at scale. The ability to drive autonomously not only requires a substantial amount of data, but also a robust technology platform that can withstand the validation and audit process of global regulatory bodies. Finally, the autonomous driving solution needs to be produced at a cost that makes it affordable. We are building our technology platform to address these fundamental and significant challenges in order to enable the full spectrum of solutions, from ADAS to autonomous driving.

We believe that our industry-leading technology platform, built upon over 20 years of research, development, data collection and validation, and purpose-built software and hardware design, gives us a differentiated ability to not only deliver excellent safety ratings and maintain a leadership position with our ADAS solutions, but also to make the mass deployment of autonomous driving solutions a reality. We also believe that the breadth of our solutions, combined with our global customer base, represents a significant market opportunity for us. Our platform is modular by design, and it is highly customizable, which allows our customers to benefit from our cutting-edge, verified, and validated core ADAS capabilities while enabling our customers to augment and differentiate their offerings. We estimate the current TAM to be approximately $16 billion, composed entirely of selected ADAS market opportunities. We expect the near-term TAM to be approximately $40 billion, and the long-term TAM to be approximately $480 billion, as the value of ADAS functionality increases and as AV deployment, both in consumer-owned vehicles and fleet-owned vehicle networks, accelerates. We define the near-term TAM as the market size in or about 2026 and the long-term TAM as the market size in or about 2030. The TAM combines market opportunities in ADAS and AV, including AMaaS.

We have experienced significant growth since our founding. For 2021, 2020, and 2019, our revenue was $1.4 billion, $967 million, and $879 million, respectively, representing year-over-year growth of 43% in 2021. For the six months ended July 2, 2022 and June 26, 2021, our revenue was $854 million and $704 million, respectively, representing period-over-period growth of 21%. We currently derive substantially all of our revenue from our commercially deployed ADAS solutions. We recorded net losses of $75 million, $196 million, and $328 million in 2021, 2020, and 2019, respectively. We recorded a net loss of $67 million and net income of $4 million in the six months ended July 2, 2022 and June 26, 2021, respectively. Our Adjusted Net Income for 2021, 2020 and 2019 was $474 million, $289 million, and $51 million, respectively. Our Adjusted Net Income for the six months ended July 2, 2022 and June 26, 2021 was $276 million and $270 million, respectively.

As noted elsewhere in this prospectus, the six months ended July 2, 2022 contains an additional week as a result of 2022 being a 53-week fiscal year while 2021, 2020, and 2019 are 52-week fiscal years. However, the inclusion of the additional week does not have a material impact on our revenue and cost of revenue as the timing of deliveries to customers is not consistent from week-to-week. Further, most of our expenses (such as payroll) are incurred on a monthly basis and, as such, the accrual for the additional week does not materially impact our results of operations.

As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half 2022 design wins and approximately 50 million vehicles based on our 2021 design wins. These estimates are based on projections of future production volumes that were provided by the OEMs at the time of sourcing our design wins with them for the models related to those design wins. These estimates may deviate from actual production volume (which may be higher or lower than the estimates) and do not include design wins after July 2, 2022.

We were founded in Israel in 1999. Our co-founder, Professor Amnon Shashua, is our President and Chief Executive Officer. Prior to being acquired by Intel for $15.3 billion in 2017, we completed an initial public offering in 2014 and traded under the symbol MBLY on the New York Stock Exchange.

Our Technology Platform is Built to Enable the Full-Stack of Autonomous Solutions

Our technology platform, which includes our software and hardware intellectual property, leverages our decades of experience as a technology leader for sensing and perception solutions for the automotive industry and our focused efforts to build highly scalable and cost-efficient autonomous solutions. Our technologies are foundational to the development and deployment of our ADAS capabilities and consumer AV. Our platform is built on five fundamental pillars:

- highly advanced, road-tested, sensing and perception technologies built upon years of technology leadership in computer vision and powered by our mission critical software and purpose-built EyeQ® family of SoCs;
- a high-precision mapping system, our Road Experience Management™ (“REM™”), that generates AV maps from crowd-sourced data that is uploaded and analyzed in the cloud from REM™-equipped production ADAS solutions that are deployed on vehicles on the road;
- a redundant sensor fusion architecture, which we call True Redundancy™, designed to employ two independent perception subsystems — one based solely on cameras, and the other solely on a radar-lidar subsystem, to enable our goal of building a fully autonomous driving-system that can be validated as safer than human-driven vehicles and deployed in a cost-efficient manner;
- the design of next generation imaging-radars, a solution targeted to reduce the need for multiple lidar sensors, combined with a single front-facing lidar sensor in the redundant sensor configuration of the future, to enable our goal of building a cost-effective fully autonomous driving-system; and
- our RSS framework, which has continuously been optimized since it was first published in 2017, is used by international bodies that are currently developing standards with respect to the safety of AV, and forms the backbone of our human-like, computationally efficient, driving policy and decision-making engine.

These five pillars form the core of our platform, which is highly customizable, and we intend to deploy them with increasing functionality to continue to enhance our market-leading ADAS solutions and lead the evolution to autonomous driving solutions.

Efficiency and Scale are the Foundation of our Rich Portfolio of Solutions

We are focused on offering full-stack solutions across the ADAS and autonomous driving markets. These include or are expected to include:

- a range of ADAS solutions supporting not only "base" features to meet global regulatory requirements and safety ratings, but also higher-function cloud-enhanced feature sets including crowd-sourced maps and "eyes-on/hands-free" point-to-point assisted driving solutions;
- "eyes-off/hands-free" autonomous driving solutions with a human driver still in the driver's seat that may require driver intervention in certain situations for consumer AV with the ability to drive safely without geofenced limitations; and
- a set of solutions for AMaaS, including a self-driving system, the self-driving vehicles delivered in partnership with OEMs, and a customer-facing application for the movement of people and goods.

We believe we can reach series production for each of these technologies in the future, as each is accomplished by adding a block of our discrete intellectual property that is either in production today or in advanced development stages. We believe that our range of value-creating solutions that are scalable, verifiable, and cost-effective represent a significant competitive advantage.

Efficiency

Our purpose-built EyeQ® family of SoCs have a low power consumption profile and tight software/hardware coupling to achieve "lean compute" for efficiency. The principle of efficiency permeates the overall solution design, including our True Redundancy™ approach, with separate subsystems to increase robustness and reduce the compute resources required to validate the solution, and RSS, which separates the perception system's validation from the driving policy system. Both of these are critical contributors to achieving efficient solutions.

Scale

We achieve scale by designing our solutions to operate at a cost and performance level that allows our solutions to become ubiquitous. We have designed our solutions to operate with four scale-driven elements:

- our REM™ crowd-sourced AV maps allow the map-building and map-updating process to be automated. Our AV maps are designed to enable vehicles equipped with our new category of cloud-enhanced ADAS that we call "Cloud-Enhanced Driver Assist" and autonomous driving solutions to

drive without the limitations of pre-mapped geofenced zones. These AV maps will support our efforts to deploy in new cities and geographies quickly;

- our cost-optimized EyeQ® SoC family is highly scalable and built to be at the core of our full spectrum of current and future ADAS and AV solutions, from base ADAS to autonomous driving. Our current EyeQ®4Mid, 4High, 5Mid, 5High, and our announced 6Lite, and 6High, cover the entire spectrum of our ADAS solutions portfolio, and our announced EyeQ Ultra™, a monolithic "AV-on-Chip", covers our autonomous driving solutions portfolio;
- our software-defined imaging radars and associated perception technology are designed to function as a second redundant perception layer. By reducing the lidar content per vehicle, we believe we will be able to reduce costs significantly, and facilitate consumer AV and AMaaS solutions at scale; and
- our driving policy (RSS-based) is designed for global deployment, as it does not rely on local or regional driving cultural norms. In 2021, we announced the expected initial commercial deployment of our AMaaS offering in Munich and Tel Aviv together with Moovit in addition to our current testing sites in China, Israel, Detroit, Miami, Munich, Paris, Stuttgart and Tokyo.

We Have a History of Innovation and Market Leadership

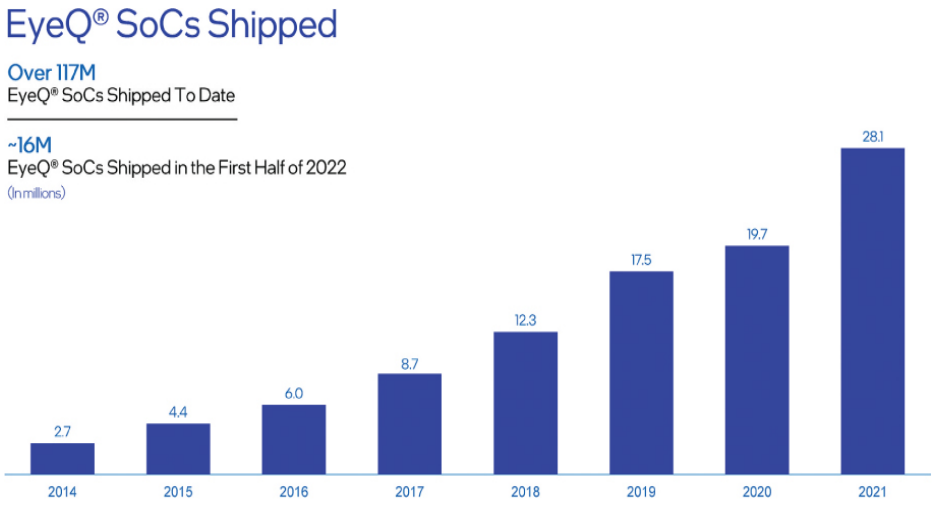
As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half of 2022 design wins and approximately 50 million vehicles based on our 2021 design wins. We currently ship a variety of ADAS solutions to 13 of the 15 largest automakers in the world in addition to many smaller OEMs, and we are recognized for our top-rated safety solutions globally. For example, 66% of Euro NCAP 5-star rated vehicle models for 2018-2021 are equipped with our solutions, with the Euro NCAP widely recognized as the most stringent in regulating automotive safety, and many other regional NCAPs following its leadership.

Since 2007, when we first launched the EyeQ®1, we have introduced numerous industry-first ADAS products.

Our Family of Purpose-Built EyeQ® SoCs

Our family of purpose-built EyeQ® SoCs is fundamental to our leadership position in ADAS. Our EyeQ® SoCs incorporate a set of proprietary compute-acceleration models, to enhance the accuracy, quality, and functional safety of our perception solutions, while minimizing the power consumption to address the requirements of the automotive market. The EyeQ® family design enables a scalable ECU

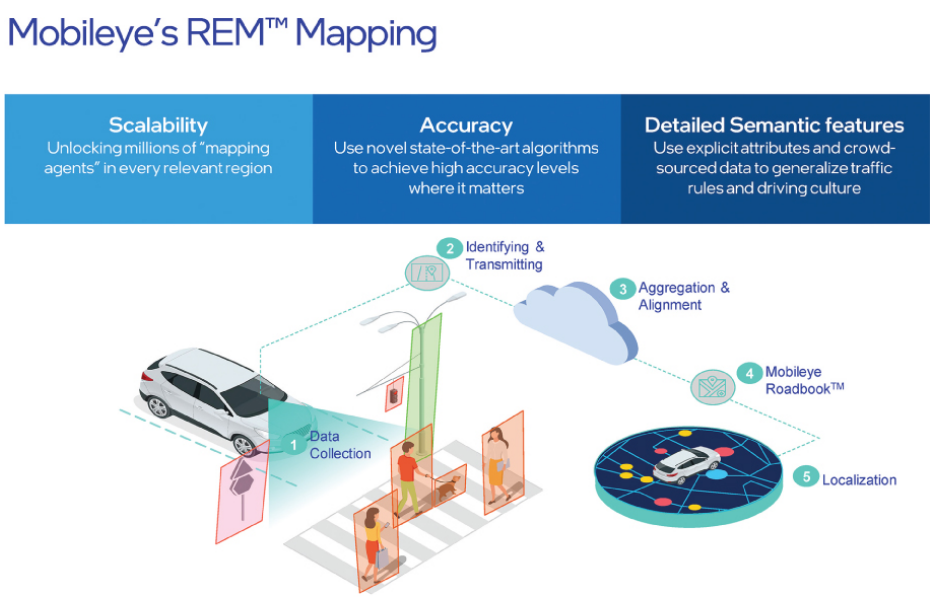
architecture, thereby supporting a variety of ADAS solution architectures. These solutions range from base, windshield mounted ECUs to multi-SoC central compute ECUs as well as our announced EyeQ Ultra™, which is expected to be capable of hosting the full workload of autonomous driving under stringent cost and power efficiency metrics. Our EyeQ®5 SoCs and subsequent generations feature EyeQ Kit™ — an end-to-end SDK intended to enable the co-hosting of our partners' and customers' workloads alongside our cutting-edge AI technologies. Our SDK provides access to all EyeQ accelerators for programming and is enabled by a broad ecosystem of standard and proprietary software. EyeQ Kit™ is the evolution of our core competencies and differentiated central compute knowhow. EyeQ Kit™ brings together a team of compilers, simulators, profilers, and debuggers, who have been working together for many years, to develop a single software platform optimized for common workloads and industry standards. EyeQ Kit™ is expected to be used by several OEMs and Tier 1s, and hosts third-party content such as driver monitoring systems, parking functions, and visualization features. Our end-to-end software model encourages our customers to innovate on top of our platform, augmenting and differentiating their offerings, while benefiting from our cutting-edge, verified, and validated core ADAS capabilities. Importantly, we believe EyeQ Kit™ accelerates time to market for our customers at a lower cost than alternative in-house solutions, while strengthening our partnerships by encouraging our customers to customize their offerings on top of our platform.

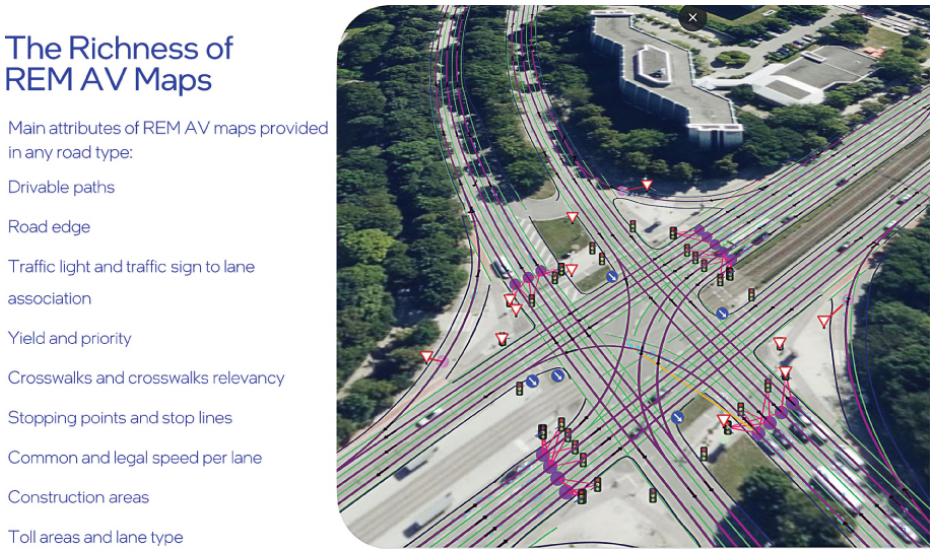


Road Experience Management™

REM™ is a cloud-based system that leverages the broad installed-base of REM™-equipped vehicles to build Mobileye Roadbook™, our crowd-sourced, high-definition maps of roads from around the world. Our REM™ mapping system harvests Road Segment Data from millions of vehicles in small packets that have been launched by our partner OEMs since 2018 that are equipped with our EyeQ®4Mid and above SoCs, and special processing software that extracts only the relevant information that is necessary to support increasing levels of ADAS and autonomous driving. The Road Segment Data is uploaded to the cloud where our software automatically creates and updates a detailed and accurate model of the road. Our REM™ mapping system seamlessly creates high-precision AV maps in the cloud at centimeter detail, which are then delivered to the edge to provide vehicles with real-time intelligence, including situational awareness, context, and foresight. Mobileye Roadbook™ was designed to provide the driving solution with a pre-aggregated representation of relevant static and slowly changing elements of the environment (road geometry, boundaries, and semantics) and temporary events such as construction zones and road debris, at a high refresh rate. As of July 2, 2022, we had collected 8.6 billion miles of road data from, based on our estimates, approximately 1.5 million REM™-enabled vehicles worldwide, and were analyzing up to 43 million miles of road data per day, with the size of the REM™-enabled fleet increasing daily. Over the last six months alone, we estimate that the data we have accumulated covers over 90% and 80% of the approximately 0.8 million miles of motorway, trunk, and primary road types in each of the United States and Europe, respectively. This

data enables us to create robust high definition maps to support solutions across the product spectrum from cloud-enhanced ADAS to Mobileye SuperVision Lite™ and Mobileye SuperVision™ to Mobileye Drive™ and Mobileye Chauffeur™.





By augmenting our base ADAS with REM™ and Mobileye Roadbook™, we have pioneered the new ADAS category of cloud-enhanced ADAS, which we call Cloud-Enhanced Driver Assist. Cloud-Enhanced Driver Assist includes an in-path driver assist function capable of:

- Laterally controlling the vehicle to accurately track the driving path even in cases where lane markings are poorly marked, partly visible, or completely absent (for example, while driving through intersections); and
- Longitudinally responding to traffic directives and road conditions, such as adjustment of the speed according to speed limits, road curvature, or upcoming speed bumps/hazards, and yielding/stopping in response to traffic signs, traffic lights and pedestrian crossings.

Cloud-Enhanced Driver Assist also provides foresight of road geometry, and the often-complicated association of semantic indications with the different driving paths (e.g., traffic lights and traffic signs) by relying on data from prior human driving activity in those locations and situations. Our Cloud-Enhanced Driver Assist offering was incorporated in Ford's BlueCruise, beginning in 2021, across multiple makes and models, and Volkswagen announced in early 2022 that our Cloud-Enhanced Driver Assist offering is being incorporated in Volkswagen's Travel Assist 2.5. As we continue to rapidly scale our solutions, the benefits of greater data and intelligence not only accrue to our platform, but also to our OEM customers and consumers through greater safety, as well as increased functionality and accuracy across various road conditions.

Our Roadmap to Enable Mass AV Deployment

We believe autonomous driving requires two further major advancements, each of which we are developing, and includes a regulatory framework for deploying AV at scale and a unique sensor fusion architecture, which enhances the effectiveness of the self-driving system.

RSS: Our Technology Safety Concept for Deploying AV at Scale

RSS is a formal, explicit, machine interpretable model governing the safety of our autonomous driving solutions' driving policy. RSS articulates a set of plausible-worst-case assumptions regarding the behavior of other road-users, thereby enabling assertive, human-like driving while rigorously respecting the boundary between safe driving decisions and dangerous, risk-inducing ones. By doing so, it provides a deterministic model for safe driving decisions. As such, RSS further gives regulators and industry participants a framework for standardizing autonomous driving decision-making safety. RSS is also the key enabler of our lean compute driving policy design, as we distinctly separate comfort driving strategies and tactics from safety-related inhibitions and adjustments. RSS has inspired a global standardization effort of AV safety including IEEE 2846, an industry working group that we lead. We first published our RSS model in 2017, setting another example of our industry leadership in addressing one of the key issues to enable regulatory and public acceptance of "eyes-off/hands-free" autonomous solutions at scale.

True Redundancy™: Our Unique Sensor Fusion Architecture

Our unique architecture design, called True Redundancy™, further enhances the robustness and safety of our self-driving system. Rather than fusing all different sensor modalities prior to creating an "environment model" of the world, we are developing two independent perception subsystems. One subsystem is powered solely by cameras and the other is powered by active sensors (radars and lidars). The fusion of the two separate "sensing states" is performed at a high-level with a simple decision mechanism for safety maneuvers and more complex "comfort" maneuvers for human-like driving. We have announced a robotaxi with a unified True Redundancy™ system including radar and lidar subsystems, and we expect this vehicle to be on the road in 2022. In 2021, we announced the expected initial commercial deployment of our AMaaS offering in Munich and Tel Aviv together with Moovit in addition to our current testing sites in China, Israel, Detroit, Miami, Munich, Paris, Stuttgart and Tokyo.

A byproduct of our True Redundancy™ architecture is enabling subsystems of our AV development to "scale down" to ADAS, thus creating a seamless and scalable solution portfolio from ADAS to autonomous driving. For example, our Premium Driver Assist offering, Mobileye SuperVision™, launched by Geely Group for its ZEEKR premium electric vehicle brand, is a productization of the camera-only subsystem of our autonomous driving development offering fully operational point-to-point assisted driving navigation. Since the ADAS market is extremely cost-sensitive and cameras are considered the most cost-efficient and versatile sensors powering the evolution of ADAS, the True Redundancy™ architecture enables us to

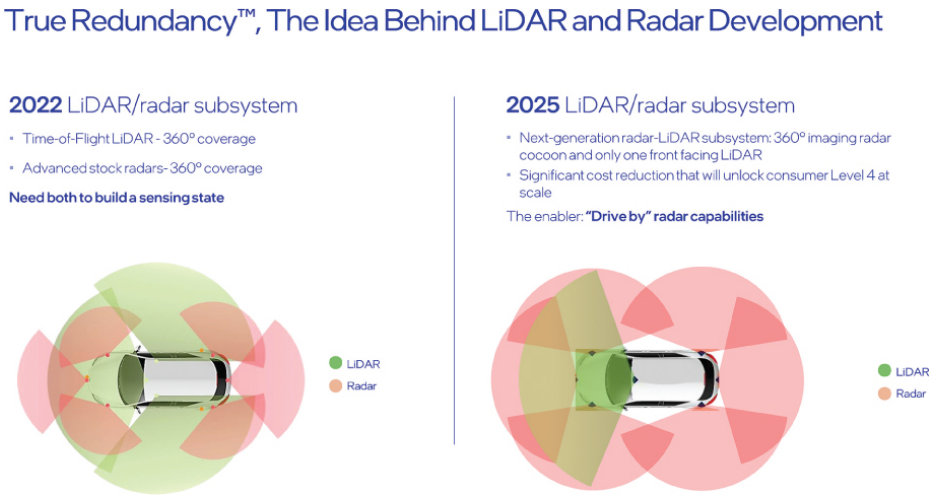
considerably enhance the evolution of ADAS from front-facing camera solutions to a full surround multi-camera solution supporting fully operational "eyes-on" functions.

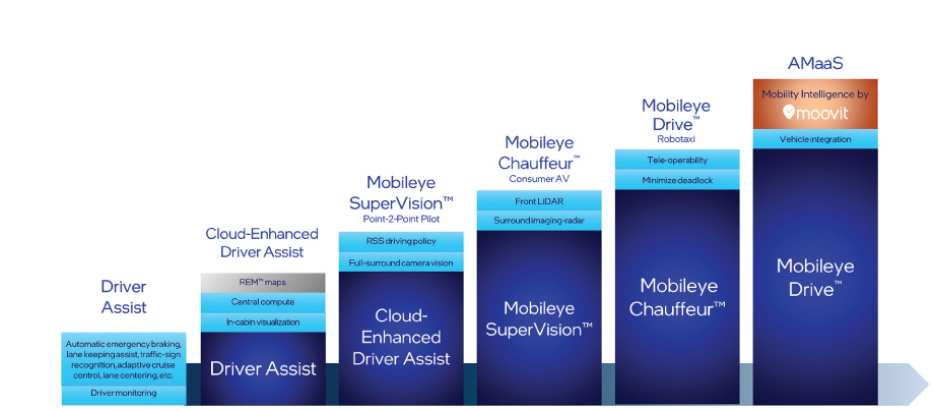
The Mobileye SuperVision™ configuration of sensors and compute can also be transformed into an effective "360 guardian," helping the driver avoid accidents, as referenced in our Vision Zero paper published on arXiv.org in 2018. To take substantial steps towards "Vision Zero" or the goal of reducing driving fatalities and serious injuries from roadway accidents to zero, we leverage surround sensing, our RSS framework and REM™ AV maps. Our AV maps provide areas of potential dangers (such as lane merges, traffic lights and occluded pedestrians) and adjust the driving accordingly, while RSS provides human-like decisions enabled by surround (360) sensing and the REM™ AV map. We believe Mobileye SuperVision™ has the potential to transform ADAS at its core, potentially leading to adoption driven by regulatory requirements and safety ratings of a Mobileye SuperVision™-like solution in its own category, similar to how safety-ratings and regulation have driven the adoption of base ADAS beginning in 2014. We believe that our cost-efficient design of active sensing technology will help support consumer AV production at scale in the future.

In addition, the autonomous driving-ADAS interplay rooted in our True Redundancy™ architecture is bi-directional: advanced technologies, which are migrated down from the self-driving systems to ADAS, dramatically enhance our ADAS market proposition, and in turn, these advanced autonomous driving technologies are being validated in commercial, mass market ADAS deployments, greatly contributing to the process of verifying and validating the various elements of our self-driving systems. Moreover, our scalable architecture provides our OEM partners with operational efficiencies as our stacked solution architecture minimizes the OEMs' integration and validation burden as our solutions can be seamlessly deployed across multiple vehicle segments.

We are designing a first-of-its-kind "software-defined" imaging radar with a dynamic range and resolution backed by advanced processing algorithms to enable an independent "sensing state." We have chosen to focus on the evolution of the radar modality, given its cost structure is significantly below lidar-only systems. We believe our custom designed, imaging radars address not only the performance, but also the cost limitations of a radar-multiple lidar solution for mass AV deployment. Our radar is expected to deliver rich point-cloud models like those customary of lidar, with far higher resolution and a significantly more dynamic range than traditional radar. We believe that this will allow us to eliminate the need for multiple high-cost lidars around the vehicle and require only a single front-facing lidar, thereby significantly lowering the overall cost of the required sensors compared to other solutions that use lidar-centric or lidar-only systems.

Our True Redundancy™ architecture with two separate subsystems combines both cameras and software-defined imaging radar around the vehicle, with a single front-facing lidar for three-way redundancy, which will be powered by our EyeQ Ultra™ AV-on-Chip. This unique True Redundancy™ architecture is designed to bring the cost structure of a full self-driving system to a consumer level by having the imaging radars replace the multiple, expensive lidars around the vehicle and require only a single front-facing lidar, enabling "eyes-off/hands-free" Level 4 autonomous solutions to be launched at scale. Until completion of development of our software-defined imaging radar, we expect the implementation of our True Redundancy™ architecture to employ third-party lidars and commercially available radars.





Represents commercially deployed solutions (Driver Assist, Cloud-Enhanced Driver Assist and Mobileye SuperVision™) and solutions that we expect to be commercially deployed in the future (Mobileye Chauffeur™, Mobileye Drive™ and AMaaS).

In January 2022, we announced a design win of our consumer AV system, Mobileye Chauffeur™, with ZEEKR, Geely Group's premium electric vehicle brand. Consumer AV ranges from very limited operational design domain (e.g., low-speed, highway-only "traffic jam pilot" systems) to the much more expansive operational design domain that we are pursuing through our Mobileye Chauffeur™ solution. Mobileye Chauffeur™ is expected to be capable of "eyes-off/hands-free" driving with a human driver still in the driver's seat, in a gradually expanding operational driving domain, and is expected to use surrounding imaging radars and front-facing lidar, but may require driver intervention in certain situations. The first generation will be based on six EyeQ®5High SoCs, and future generations will be powered by one EyeQ Ultra™, our AV-on-Chip. We believe that this design win is an early sign of broad interest in consumer-level "eyes-off/hands-free" driving.

Building upon Mobileye Chauffeur™, which targets the consumer-owned AV market, we are developing Mobileye Drive™, our Level 4 self-driving system targeted for fleet-owned AMaaS and goods delivery networks. While these markets are still nascent, we view the potential use of autonomous driving technology by the operators of passenger and goods transportation networks as unlocking significant efficiencies and

safety improvements. While these networks will require multiple layers of technology, we believe the majority of the value will accrue to the companies that provide (1) the self-driving system itself, (2) the mobility intelligence platform and services, and (3) demand and user experience.

Self-Driving System — Mobileye Drive™ encompasses our core autonomous driving technologies and will deliver all driving functions without the need for any in-vehicle human intervention. We believe our self-driving system has sustainable competitive advantages as a result of the cost efficiency, scalability, and regulatory validation of our technology platform:

- ***Cost Efficiency*** — cost-efficient, low-energy, purpose-built central compute processors; imaging radars targeted to reduce the need for multiple lidar units and require only a single front-facing lidar;
- ***Geographic Scalability*** — REM™-based AV maps that eliminate the need for dedicated high-definition mapping efforts; RSS-based driving policy designed for global deployment by not relying on driving culture or local rules; sensing technologies built on a foundation of a massive data training set from over 40 countries; and
- ***Regulatory Validation*** — True Redundancy™, with independent, separate perception subsystems that increases robustness and ease of validation, RSS used by international bodies that are currently developing standards with respect to the safety of AV.

Mobility Intelligence Platform, Demand and Services — We provide this layer through Moovit, a leading urban mobility app and MaaS solutions provider, which was acquired by Intel in 2020 to support the Mobileye business and which will become wholly owned by us as part of the Reorganization. As of July 2, 2022, Moovit had more than 1.5 billion users globally and service in over 3,500 cities across 112 countries, and was generating approximately six billion anonymous data points daily, tracking mobility demand patterns globally, enabling a key mobility intelligence layer that can be used to intelligently predict ride demand and thus help to optimize fleet utilization

Demand and Rider Experience — Moovit's global user base also provides a ready consumer base for our business-to-business customers. It also provides the necessary service and user-base layer within our own AMaaS solution.

While the technology to unlock these markets is approaching commercialization, business models on how services will be delivered are still nascent. Our strategy is to remain supportive of a variety of business models and pursue a variety of commercial programs, with a variety of partners, in a wide range of geographies. This strategy has gained traction over the last several years, as we are forming business-to-business collaborations with several public transportation operators and transportation network companies in the U.S. and Europe relating to our Self Driving System. We are also pursuing the business-to-customer channel with full vertically integrated MaaS activities in partnership with SIXT in Europe and in a Mobileye owned-and-operated network in Israel.

We believe we are well positioned to commercialize these opportunities, and that our scale, cost, and regulatory validation advantages will become evident to the broader market and lead to significant additional opportunities to grow these services globally.

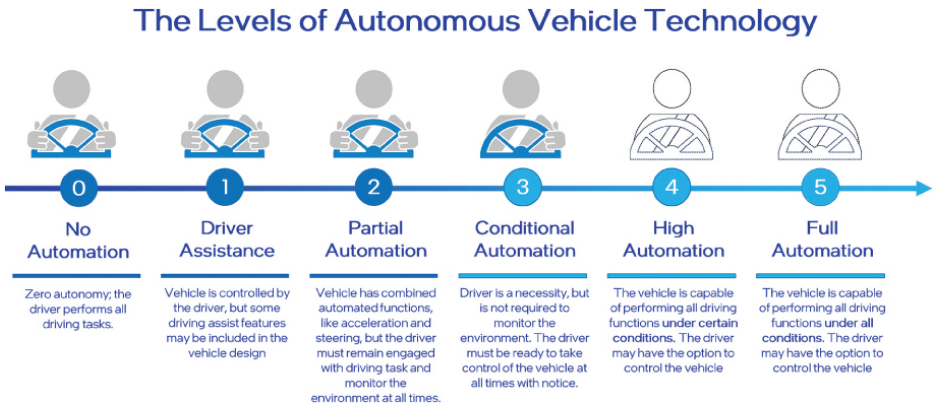
We believe that our industry-leading technology platform, built upon multiple years of research, development, data collection and validation, gives us the unique ability to not only deliver excellent safety ratings with our ADAS solutions, but also to make the mass deployment of autonomous driving solutions a reality. We believe that the breadth of our solutions, combined with our global customer base, represents a significant market opportunity for us.

The Autonomous Vehicle Revolution

Autonomous driving is one of the most difficult technological challenges facing the world today. Autonomous driving as a technological concept has been at the forefront of human imagination for decades. Since the early 2000s, a number of automotive and technology companies have invested heavily to try to make this a reality.

Vehicle autonomy can be viewed as a spectrum, which uses the same technology building blocks to power the full span of driver assist functions, ranging from those available in hundreds of car models today, through full autonomy powering robotaxis and, eventually, personal autonomous vehicles. Basic driver assist features, such as automatic emergency braking or lane keeping assist, together with longitudinal control such as adaptive cruise control, fall into what is known as SAE Levels 1-2. The next level up refers to premium driver assist functions adding additional safety and comfort functionality, allowing the driver to experience hands free driving while the driver must still monitor the driving. Level 3 enables the driver to relinquish control under certain conditions such as highway driving. Vehicles equipped with Level 4 autonomy, which powers robotaxis and autonomous delivery vehicles, for example, operate within a certain operational design domain without driver input at all, but may rely on a teleoperator in rare circumstances. Level 5 autonomy requires no human driver intervention at all in any situation.

We believe that the path to full autonomy at scale will begin with increased proliferation of the middle category — premium driver assist — enabling hands-free highway driving, for example, and then will gradually extend to other types of roadways, such as rural, urban, and arterial roads. This will allow continued technological development and public trust and familiarity to grow and pave the way toward full autonomy. Our ADAS solutions, which have been deployed in more than 117 million vehicles, are important building blocks for these more advanced autonomous systems. We believe the key factors in the growth of autonomous driving will be increased safety, consumer demand, and other economic and social benefits, such as increased mobility for older adults and persons with disabilities, less traffic congestion, and the reduction of land use for parking.



Models for AV Adoption

We believe that the availability of AVs will cause a significant transformation in mobility, including vehicle ownership and utilization. We expect that AV technology will eventually be accessed by consumers through shared-vehicle AMaaS networks, as well as in consumer-owned and operated AVs. It is our view that, to reach the full potential of autonomous driving over the long-term, the technology solutions that enable these separate markets should converge over time, and that is reflected in our strategy.

Autonomous driving has the potential to dramatically increase the proliferation of shared mobility, creating greater utilization of what is currently a significantly underutilized asset, the car. We believe that this model will ultimately manifest itself in the form of networks operated by a variety of different automotive and technology companies, where the consumer will be able to hail on-demand transportation at the click of a button, instead of owning a vehicle.

In addition, we believe consumer-owned and operated AVs will fundamentally change how individuals utilize their vehicles. Today, cars are in operation for an average of only approximately one hour per day, implying owned vehicle utilization of only 4% per day according to the Department of Transportation. Automation would allow the vehicle to operate more hours per day, and more predictably, reliably, and safely. Providing consumers with access to affordable autonomous vehicles can add a number of entirely new uses for vehicles that have never been possible before. For example, if one wanted to ride in their car to work, instead of leaving the car in the parking lot all day, the car could drive around autonomously and pick up groceries or a package at a store.

As autonomous driving technology advances, a number of new transportation use cases are expected to emerge around the type of vehicle ownership, what is transported, and where and when the vehicle can operate. We believe that the most important factors in operating AMaaS networks will be the technology that powers the vehicles, as well as the scale of the network which will influence the availability of vehicles. As fleet operators increase network scale and availability of vehicles, the value of the platform to the user base will rise. We believe that mobility supply is developing in two main segments — automated public transport operators and automated transportation network companies — with very few companies able to operate within both over the long-term. It is our view that a flexible solution that supports both consumer AVs and AMaaS will be necessary to reach the full potential of autonomous driving over the long-term.

Challenges to Making Autonomous Vehicles Ubiquitous

To make autonomous vehicles at scale a reality, we believe that there are three core challenges that must be addressed:

- ***Regulatory Endorsement*** — Autonomous driving solutions must be architected, by design, to be verifiably safe, in a manner that fosters broad societal and regulatory endorsement. Regulation is an often-overlooked factor. While laws and regulations are specific to human drivers, there are challenges

to balance safety and practicality of an AV in a manner that is acceptable to society. We believe it will be easier to develop laws and regulations governing a fleet of robotaxis than privately owned vehicles. A fleet operator would receive a limited license per use case, per geographic region and will be subject to extensive reporting and back-office remote operations. In contrast, licensing AVs to consumers would require a complete overhaul of the complex laws and regulations that currently govern drivers. Autonomy must wait until regulation and technology reach an equilibrium, which we believe will first be achieved through AMaaS deployments. Self-driving regulation is inherently complicated, and driving policy depends on "what would happen next" reasoning, which is not factual. Two humans might provide two different answers when asked whether an AV should yield to a car at an intersection or take the right of way. As a result, there is no clear definition of "error," but rather, it is open to interpretation or depends on after-the-fact judgment. All motor vehicle drivers owe a duty of care to other road users, and autonomous vehicles will need to be held to the same standard. Statistically, autonomous vehicles should be safer than human drivers. However, for driving policy being "safer" does not always mean being better. As a society, we balance safety and practicality by determining what the "reasonable risk" we are willing to take is, and this is the type of question regulators will be required to address when licensing AV to navigate our roads.

- ***Geographic Scale*** — Geographic scale refers to the challenge of creating high-definition maps with great detail and accuracy, and keeping those maps continuously updated, which is crucial for series production AVs. AMaaS vehicles can be confined to geofenced areas, which allows AVs to reach prominence through the robotaxi industry before expanding the operational driving domain to outside of those areas. While robotaxi operators may be successful providing their services in limited geofenced areas, broad-based consumer AV adoption requires the ability to drive safely anywhere, and in diverse environments, rather than only in geofenced areas.
- ***Cost*** — The cost of a self-driving system commonly employed by robotaxis, with its cameras, radars, lidars, and high-performance computing is currently in the tens of thousands of dollars. This cost level is acceptable for the monetization model of a driverless ride-hailing service, but is far too expensive for series-production passenger cars. In order for autonomous driving consumer vehicles to scale in volume, we believe the cost of the self-driving system needs to be reduced significantly, such as to several thousands of dollars, an order of magnitude lower than the cost of market solutions to date. The ability to scale at low-cost, both from the on-board technology perspective and the cost of mapping, is critical to the mass adoption of AVs. AVs need to be safe, yet affordable, to achieve adoption among individuals and not just fleet operators.

Our Solutions

We are building a robust portfolio of end-to-end ADAS and autonomous driving solutions to provide the capabilities needed for the future of autonomous driving, leveraging a comprehensive suite of purpose-built software and hardware technologies. We pioneered "base" ADAS features to meet global regulatory requirements and safety ratings with our Driver Assist solution and we have since created a new category of ADAS with our Cloud-Enhanced Driver Assist and Premium Driver Assist offerings. We will be adding a new innovative Premium ADAS Solution, SuperVision™ Lite, which will utilize the SuperVision™ software stack with a scaled-down sensor suite and an ECU that will include in the future one EyeQ®6 High SoC. This solution will enable eyes-on/hands-free driving on highway road types (as compared to SuperVision™ which is expected to operate on various road types), next-generation automated parking functions, and EyeQ® Kit support, which will enable customers to deploy internally-developed software components on our EyeQ® SoCs while benefiting from our industry-leading technology platform. Additionally, by leveraging Mobileye SuperVision's™ full-surround computer vision and True Redundancy™, we are developing Mobileye Chauffeur™, our consumer AV solution with a human driver still in the driver's seat that may require driver intervention in certain situations, and Mobileye Drive™, our Level 4 autonomous driving solution. Together with Moovit's urban mobility and transit application and its global user base, we are developing our own AMaaS offering for consumers built upon Mobileye Drive™. Our current offerings to Tier 1 and OEM customers do not include cameras, radars, lidar systems, or other sensors (except in particular cases). We intend in the future to offer radar and lidar products that are currently in development stages.

Our End-to-End ADAS and AV Solutions

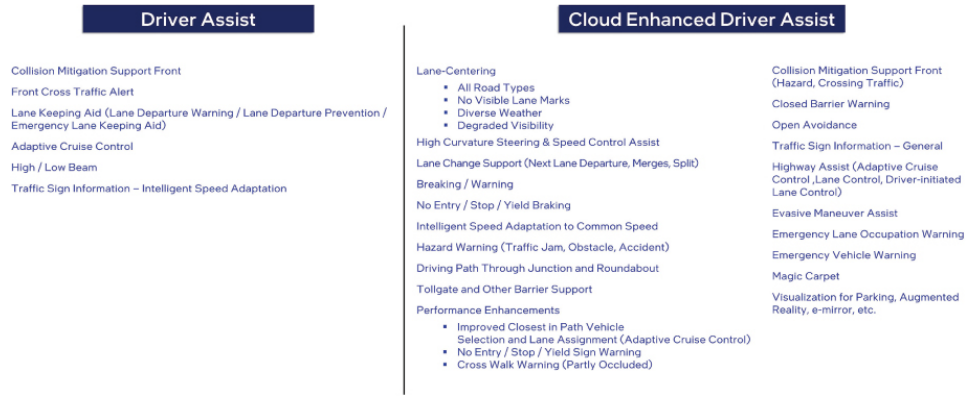
Driver Assist

Base Driver Assist functions are foundational to our spectrum of ADAS and AV solutions and include critical safety features such as real-time detection of road users, geometry, semantics, and markings to provide safety alerts and emergency interventions. Our software algorithms and purpose-built hardware are designed to provide the driver with accurate and reliable driver assist solutions, promoting road safety.

Cloud-Enhanced Driver Assist

Cloud-Enhanced Driver Assist provides drivers with high-accuracy interpretations of a scene in real-time utilizing centimeter-level drivable path accuracy, foresight of the path ahead, and other semantic information provided by our crowdsourced REM™ mapping system. This additional input to the environmental model enhances speed and quality of the system's decision-making. Our Cloud-Enhanced Driver Assist solution is category-defining and, with our REM™ mapping system, offers comprehensive in-path assist functionality through lateral vehicle control to maintain the driving path even when lane markings are partly visible or absent and through longitudinal vehicle control to adjust speed based on traffic signs, road markings, road conditions, and other traffic directions or hazards, independently of the driver. It additionally provides information of the road ahead, including geometry and driving semantics, and the often-complicated association of semantic indications to the different driving paths (e.g., traffic lights and traffic signs lane association) by relying on data from prior human driving activity on those roads.

Our Cloud-Enhanced Driver Assist offering was incorporated in Ford's BlueCruise, beginning in 2021, across multiple makes and models, and Volkswagen announced in early 2022 that our Cloud-Enhanced Driver Assist offering is being incorporated in Volkswagen's Travel Assist 2.5.



Mobileye SuperVision™ Lite

Mobileye SuperVision™ Lite is our recently-introduced highway-only navigation and assisted driving solution with autonomous parking capabilities supported by our cloud-based enhancements such as REM™. Mobileye SuperVision™ Lite will utilize the SuperVision™ software stack, including our RSS policy model, and will be powered by a Mobileye ECU with one EyeQ®6 SoC, which will process data from the customer's third party sensor suite featuring six cameras and five radars. Such cameras are expeceted to consist of two long-range 8-megapixel cameras in the front and rear and four 3-megapixel parking cameras. Mobileye's SuperVision™ Lite will offer eyes-on/hands-free assisted driving on highway road types, as well as automated lane changes, evasive maneuvering, and red traffic light braking, and will also include all core Driver Assist safety features. This offering is expected to include EyeQ® Kit support, which will enable customers to deploy their own internally-developed software components on our EyeQ® SoCs while benefiting from our industry-leading technology platform.

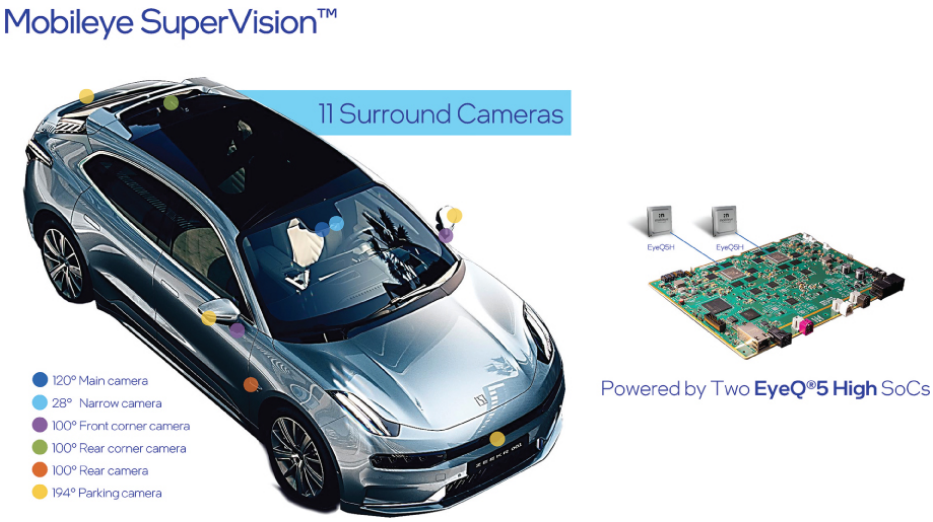
Mobileye SuperVision™

Mobileye SuperVision™, our Premium Driver Assist offering, is a point-to-point assisted driving navigation solution and includes cloud-based enhancements such as REM™ and supports OTA updates. Mobileye SuperVision™ includes our RSS policy model and supports 360-degree surround sensing with 11 cameras powered by a turnkey ECU with two EyeQ® 5 or, in the future, two EyeQ® 6 SoCs. Furthermore, in addition to supervised point-to-point assisted driving, Mobileye SuperVision™ is capable of changing lanes, managing priorities, and turning in intersections as well as engaging in automated parking, preventative steering, and braking, and other Driver Assist features. Mobileye SuperVision™ is built upon our camera-only subsystem. The 11 cameras (seven long range cameras and four parking cameras) provide full surround coverage and consist of 8-megapixel 120-degree and 28-degree cameras in the front, four 100-degree corner 8-megapixel cameras (two front-facing and two rear-facing), a 60-degree rear 8-megapixel camera and four wide-view 192-degree parking cameras mounted on the side mirrors and front and rear bumpers. The mapping is powered by REM™ to create a 360-degree environmental model, and RSS constrains the driving decisions to be compliant with an underlying formally proven model for safe driving decisions. This offering also includes EyeQ® Kit support, which will enable customers to deploy their own internally-developed software on our EyeQ® SoCs while benefiting from our industry-leading technology platform.

The first series production launch of this offering occurred in 2021 as Geely Group launched Mobileye SuperVision™ in its ZEEKR premium electric vehicle brand. A series of over-the-air updates added premium highway-assist features in 2022 and the full Mobileye SuperVision™ capability is expected to be implemented by the end of 2022 when high-definition mapping is integrated through an over-the-air update.

Successful productization with ZEEKR, in addition to multiple long-distance proof-of-concept expeditions in the United States and Europe, has accelerated customer engagement. We are engaged in advanced contractual negotiations with two major western OEMs for adoption of Mobileye SuperVision™ as a Premium Driver Assist solution across multiple vehicle models as well as consumer AV solutions. Additionally, we and Geely are expanding our collaboration as three additional brands under the Geely Group umbrella are expected to launch Mobileye SuperVision™ technology globally in upcoming electric vehicle models, beginning in 2023. Additionally, we have a design win with Vinfast to integrate Mobileye SuperVision™ into upcoming global vehicle launches expected to begin in 2023 and a consumer AV product expected in 2024.

Our Revolutionary Mobileye SuperVision™ Solution



Mobileye Chauffeur™ and Mobileye Drive™

Our Mobileye Chauffeur™ first generation solution will be based on six EyeQ®5 High SoCs, and the next generation will be powered by one EyeQ® Ultra™, our AV-on-Chip. It will combine our leading computer

vision, camera-based perception subsystem with a radar-lidar subsystem. Mobileye Chauffeur™ will provide 360-degrees of coverage through two independent and redundant sensing subsystems offering True Redundancy™ to reduce the validation burden and, along with REM™ AV maps and RSS, to increase scalability and safety.

In January 2022, we announced a design win of our consumer AV solution, Mobileye Chauffeur™, with ZEEKR, Geely Group's premium electric vehicle brand. Mobileye Chauffeur™ is expected to be capable of "eyesoff/hands-free" driving with a human driver still in the driver's seat, in a gradually expanding operational driving domain, and is expected to use surrounding imaging radars and front-facing lidar, but may require driver intervention in certain situations. We believe that this is an early indication of the interest in consumer-level "eyes-off/hands-free" driving.

Mobileye Drive™, our Level 4 solution, will encompass our core autonomous driving technologies found in Mobileye Chauffeur™ (360-degrees of coverage, REM™, True Redundancy™, and RSS) and will deliver the driving functions without the need for any in-vehicle human intervention by adding teleoperability and by minimizing cases where human input would be required. Mobileye Drive™ is designed to be powered by eight EyeQ®5High SoCs (versus six EyeQ®5High SoCs on Mobileye Chauffeur™) and, by 2025, it will be powered by an EyeQ Ultra™ SoC, offering more compute with less power consumption. The overall solution will provide a turnkey self-driving system for movement of people and goods that is applicable to various vehicle configurations (such as passenger vehicles, special purpose pods / vehicles, shuttles, and buses) and will be relevant across the range of potential networks (including AMaaS, last-mile delivery and commercial delivery fleets).

Mobileye Drive™ may be offered across two increasingly vertically integrated product sets each underpinned by our full set of autonomous driving technology solutions:

- ***Self-Driving System & Vehicles.*** We expect to sell our Mobileye Drive™ Level 4 self-driving system through business-to-business channels into a range of transportation network operators and vehicle OEMs which would operate a variety of services (e.g., consumer-facing AMaaS, transportation on demand, and the delivery of goods). Example partners are Beep, Benteler, Lohr, Marubeni, RATP Group, Schaeffler, Udelv, and Willer. We announced a strategic collaboration with Benteler and Beep to develop and deploy fully electric, autonomous movers in public and private communities across North America aimed at first- and last-mile use cases in urban areas.
- ***AMaaS.*** Additionally, Mobileye Drive™ will be designed to interface with Moovit's MaaS platform, which adds a service layer and a ready-made user base. As of July 2, 2022, Moovit had over 1.5 billion users globally and service in over 3,500 cities across 112 countries, and was generating approximately six billion anonymous data points daily, tracking mobility demand patterns globally, enabling a key mobility intelligence layer that can be used to intelligently predict ride demand and thus help to optimize fleet utilization. We believe this represents one of the world's largest repositories of transit and mobility data. Moovit's global user base will provide a ready consumer base for our business-to-business customers. It also will provide the necessary service and user-base layer within our own AMaaS solution where we plan to deploy Mobileye — Drive™-enabled self-driving vehicles in an AMaaS network in partnership with fleet operators. Initial commercial deployments of this full-stack service are expected to take place in Munich and Tel Aviv.

Overall, we believe our proprietary set of software and hardware technology solutions, results in significant competitive advantages and a wider range of potential offerings compared to other approaches by industry participants attempting to commercialize network-deployed autonomous vehicles.

Our Data Driven Network Effect

We have assembled a substantial dataset of real-world driving experience, encompassing over 200 petabytes of data, which includes over 23 million clips collected over decades of driving on urban, highway, and arterial roads in over 80 countries. This data, plus proprietary search tools, enables us to develop and continuously improve our advanced computer vision algorithms to fit road scenarios and use cases that our system encounters. We utilize up to approximately 500,000 cloud CPU cores to process approximately 100 petabytes of data every month. We have developed sophisticated 2D and 3D automatic-labeling methodologies that, together with a team of over 2,300 external specialized annotators, allow for fast development cycles for our computer vision engines based on the dataset we have. In addition, our advanced data labeling infrastructure and data mining tools can unlock significant data-driven insights.

Additionally, we have created a separate dataset of 8.6 billion miles of roads driven as of July 2, 2022 from, based on our estimates, approximately 1.5 million REM™-enabled vehicles worldwide. We then apply a series of on-cloud algorithms to build this crowd-sourced data into a high-definition, rapidly updating map that contains a rich variety of information, including road geometry, drivable paths, common speeds, right-of-way, and traffic light-to-lane associations.

These two datasets create powerful network effects as we seek to continually improve our solutions as more vehicles are deployed with our technology.

Our REM™-enabled solutions continuously harvest high-precision data that is analyzed in the cloud, creating a large repository of real-world dataset from the analysis of up to 43 million miles of road data per day, varying by road types and geography.

Data Harvesting

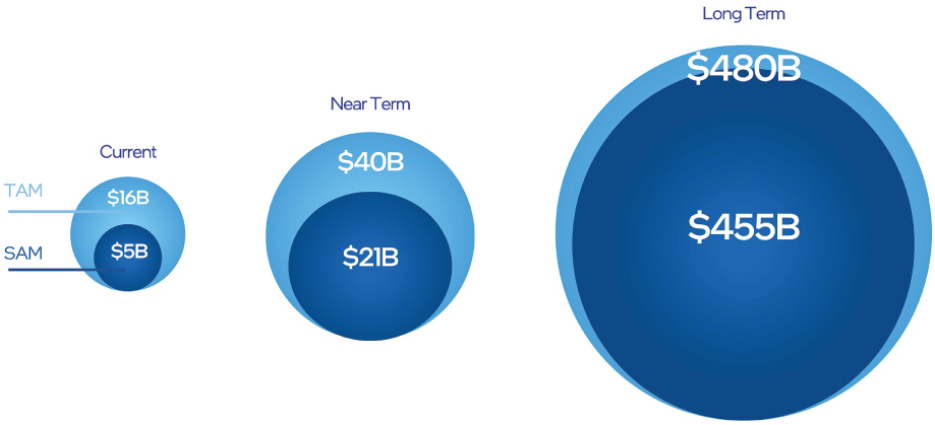
Information is sent from vehicles as small packets of Road Segment Data (RSD) to the cloud

As we continue to rapidly scale our offerings, the benefits of greater data and higher intelligence incorporated into our REM™ mapping system not only accrue to our own platform, but also deliver benefits to our customers and to consumers through greater safety and expanded functionality. As the capabilities of our ADAS and autonomous driving solutions improve, we believe that consumer demand for our offerings will increase and lead to greater platform adoption, further accelerating our data collection worldwide. We believe our combination of data and intelligence gives us a significant competitive advantage and differentiates us as a scaled leader capable of advancing full autonomous solution capabilities based on real world road experience data and continuous validation of the safety solution. For example, we utilize our substantial dataset to build and improve the practical implementation of robotic decision making, which is referred to as "driving policy," that formalizes a driving safety concept. Our autonomous driving solutions are founded on our core sensing and perception technologies and proprietary algorithms, and the safety validation of these solutions through continuous OTA enhancements. We believe the ability to drive autonomously in any environment in any condition at any time across urban, highway and arterial roads globally should be the goal. Doing so not only requires a significant amount of data, but also successfully solving and validating in a scalable way the challenges of delivering a safe solution at each level of autonomy. With a broad installed-base of REM™ connected vehicles that are collecting data and continually enhancing our solutions, we believe we are well positioned to build on our leadership position.

Our Large and Growing Market Opportunity

We define our market opportunity in terms of the TAM , which encompasses all hardware, software, and services required to address the current and future ADAS and AV markets, and our SAM, which is the estimated portion of the TAM that we believe we can address through our technology solutions and services. We define the near-term TAM and SAM in respect of the estimated market size in or about 2026 and the long-term TAM and SAM in respect of the estimated market size in or about 2030.

The TAM combines our market opportunities in ADAS and AV, including AMaaS. We estimate the current TAM to be approximately $16 billion, composed entirely of selected ADAS market opportunities. We expect the near-term TAM to be approximately $40 billion, and the long-term TAM to be approximately $480 billion, as the value of ADAS functionality increases and as AV deployment, both in consumer-owned vehicles and fleet-owned vehicle networks, accelerates. While the AV market is in its infancy today, we expect the deployment of solutions for this market to significantly increase, resulting in a substantial market opportunity for us. We believe we are currently at an inflection point to enable autonomous driving on a global scale. Combining market opportunities in ADAS and AV, including AMaaS, we estimate our current SAM to be approximately $5 billion and our near-term SAM to be approximately $21 billion, in each case, composed entirely of selected ADAS market opportunities, and we estimate our long-term SAM to be approximately $455 billion, which includes AV deployment.



ADAS

We believe that ongoing and major regulatory changes, coupled with increased customer awareness of the benefits of active safety technology, will drive ADAS adoption to the point where the vast majority of new cars produced will be equipped with one or more ADAS features. Additionally, we believe that cloud-based enhancements such as Mobileye's REM™ will provide additional value and functionality that will be increasingly available and cost-effective. In parallel, we see the emergence of the premium ADAS segment. The prominence of this segment is driven by products such as Mobileye SuperVision,™ which relies on the combination of cloud enhancements and cost-effective, high-resolution surround sensing that enables highly automated driving features across a wide range of road types and driving conditions

ADAS TAM: We define the ADAS market as that for assisted driving solutions that support the driver, and the ADAS TAM as the market for select hardware and software components that enable this technology. We estimate the current ADAS TAM to be approximately $16 billion, near-term TAM to be approximately $31 billion and long-term TAM to be approximately $60 billion.

ADAS SAM: We define our ADAS SAM as the portion of the TAM that we believe can be addressed by our solutions in the Driver Assist, Cloud-Enhanced Driver Assist, and Premium Driver Assist categories. We estimate our current ADAS SAM to be $5 billion and our near-term SAM to be approximately $12 billion, as consumer adoption of premium ADAS increases in the near-term. We estimate that our

ADAS SAM will continue to grow and estimate our long-term SAM to be approximately $35 billion. We believe our ADAS SAM will represent a larger percentage of the ADAS TAM over time, as we continue to increase our breadth of content in the overall ADAS value chain beyond the historical product set to include additional solutions such as driver monitoring systems, high-definition maps, hands-free point-to-point driving applications, and central compute ECUs.

Autonomous Vehicles

We believe the future of autonomous driving will unfold in two phases: commercial services such as robotaxis and commercial delivery (AMaaS), and passenger car consumer-owned AVs. The main inhibitors of a mass market product offering of consumer AVs include the cost of AV technology, the ability to scale geographically at a low cost, the regulatory framework and public acceptance. We see both the AMaaS vehicles and consumer AV deploying in parallel to unlock the full potential of this market. We divide the AV TAM into an AMaaS TAM and a Consumer AV TAM. We do not make a distinction between TAM and SAM in this market as we believe our technology and business solutions can address this market in an end-to-end manner.

AMaaS TAM

We define the AMaaS TAM as that for fleet-owned electric AVs that provide mobility-as-a-service and goods delivery and that will be supported by teleoperation services and will not require a driver. We believe these autonomous fleets will start by servicing limited geofenced areas, increasing over time to broader geographies.

We estimate the near term AMaaS TAM to be approximately $5 billion, increasing significantly to be approximately $360 billion in the long term. This estimate is based on estimated total miles traveled by the AMaaS fleet and the estimated cost per mile that will be paid by the user. We utilize the cost of consumer automobile ownership to estimate the revenue potential for the AMaaS market.

Consumer AV TAM

We define the Consumer AV TAM as that for consumer-owned electric AVs capable of “eyes-off/hands-free” driving in a gradually expanding operational driving domain. Within this category, we include the set of limited operational design domain systems currently being pursued by us and other market participants (e.g., low-speed, highway-only “traffic jam pilot” systems). We also include the much more expansive operational design domain system that we are pursuing through our Mobileye Chauffeur™ solution.

We see Mobileye Chauffeur™ as a solution that will employ an approach that we believe is unique among other market participants. It will be enabled through an end-to-end set of proprietary Mobileye technologies that address the key inhibitors to consumer AV adoption of cost-effectiveness and geographic scalability, as we are targeting a solution that will enable L4 capabilities with an AV content value at under $6,000. We believe this solution will be able to unlock substantial market growth in the Consumer AV category over time, a market category that is not yet understood or forecasted by most third-party research providers.

We estimate the near-term Consumer AV TAM to be approximately $4 billion and the long-term TAM to be approximately $60 billion. This estimate is based on an estimate for the number of Consumer AVs produced in a particular year and an estimate of the average AV content value per vehicle for the technology that enables the AV system.

We estimate the resulting total AV TAM (including AMaaS and Consumer AV) in the near term to be approximately $9 billion, significantly increasing to approximately $420 billion in the long term.

The estimates of the TAM and SAM are based on our internal estimates and forecasts, which involve a number of assumptions and limitations, including assumptions regarding our expectations of the market acceptance of autonomous driving and ADAS and the manner in which this new and rapidly evolving market will develop. These estimates, forecasts, assumptions, and expectations may differ from information contained in industry publications and reports or other publicly available information. While we believe our assumptions and the data underlying our estimates and forecasts are reasonable, these assumptions, estimates and forecasts may not be correct and may change at any time. As a result, our assumptions, estimates and forecasts may prove to be incorrect, and the TAM and our SAM may be smaller than we have estimated. See "Risk Factors — We operate in an industry that is new and rapidly evolving, and the estimates and forecasts of TAM and SAM included in this prospectus are subject to significant uncertainty" and "Cautionary Note Regarding Forward-Looking Statements."

Our Competitive Strengths

We believe that our leadership in ADAS and autonomous driving is based primarily on our: (1) first-mover advantage; (2) technology, including differentiated technological cores and solution architectures; (3) comprehensive portfolio of solutions; (4) delivery, including agility, response times, and time-to-market; and (5) inherent cost-driven advantages. These significant advantages form the basis for our competitive strengths described below:

- ***Coupling of software and hardware delivers optimized performance and efficiency*** — We design our own purpose-built SoCs and develop a software stack to optimally match the architecture of the SoCs. This results in an optimized cost/performance paradigm, allowing for a range of products that can be produced at high volume. Our coupled software and hardware architecture is highly differentiated from general purpose SoCs and software stacks that are not optimized for a specific use case. Our approach results in low power consumption and lean compute, yet is able to support a very powerful range of solutions for the ADAS and AV markets.
- ***Scalable EyeQ® SoC design addresses the entire spectrum of ADAS and autonomous driving*** — Our proprietary accelerator cores are optimized for a wide variety of computer vision, signal processing, and machine learning tasks, including deep neural networks. Our EyeQ® architecture is highly scalable, powers our solutions, ranging from our base ADAS to highly advanced autonomous driving solutions, and is designed to support the increasingly computationally intensive demands of ADAS and autonomous driving solutions on the same architecture. We believe that our announced EyeQ Ultra™, effectively an AV-on-Chip, will enable us to build a self-driving system at affordable consumer cost levels in the future.
- ***Industry leading computer vision capabilities*** — ADAS solutions are responsible for saving lives and must meet very high-performance metrics with extreme levels of efficiency, and pass increasing oversight from regulatory bodies — "good enough" is simply not acceptable. We are a technology leader for computer vision solutions for ADAS, and we have continuously enhanced our leadership position since we launched with customers in 2007 through our ability to meet the extreme performance, accuracy, and cost metrics of our OEM customers. Our products primarily use monocular camera processing that works accurately alone, or together with radar and lidar for

redundancy. We have been responsible for many "industry first" launches using monocular vision processing. These include forward collision warning, automatic emergency braking, pedestrian detection, hands-free driving, and numerous other advanced functions based solely on computer vision. We have pioneered many computer vision features such as deep networks for the discovery of "free space" or the space available to the vehicle to drive in, so that a vehicle can determine a driving path without having a collision. We have enhanced our computer vision capabilities over time to include multiple cameras such as the trifocal camera configuration (three cameras with different fields of view placed side-by-side facing forward), which has been in series production since 2018, and the 11-camera configuration on our Mobileye SuperVision™ solution, which was launched in late 2021.

- ***EyeQ Kit™ for developing and deploying differentiated features on top of EyeQ® SoC*** — Our platform is modular by design, and it is highly customizable, which allows our customers to benefit from our cutting-edge, verified, and validated core ADAS capabilities while enabling our customers to augment and differentiate their offerings. Our SDK provides access to all EyeQ® accelerators for programming and is enabled by a broad ecosystem of standard and proprietary software. EyeQ Kit™ brings together a team of compilers, simulators, profilers, and debuggers who have been working together for many years to develop a single software platform optimized for common workloads and industry standards. We believe EyeQ Kit™ accelerates time to market for our customers at a lower cost than alternative in-house solutions, while strengthening our partnerships by encouraging our customers to customize their offerings on top of our platform.
- ***"Scale by design" approach —*** Our technology platform is built to deliver autonomous driving solutions at scale by leveraging our REM™ mapping technology, which will allow our solutions to be driven without the limitations of geofencing; our True Redundancy™ approach, which allows for cost-efficient validation; our RSS and driving policy, which provides a framework for regulatory certainty and lean compute that is critical for mass-deployment; and, our active sensor architecture based on our imaging radars, which we expect will help support consumer AV production at scale in the future.
- ***Autonomous driving-ADAS synergies —*** The autonomous driving-ADAS interplay, which is borne out of our True Redundancy™ architecture, is bi-directional: advanced technologies transfer from autonomous driving to ADAS and significantly enhance our market proposition, and in turn, these advanced autonomous driving technologies are validated in commercial, mass market ADAS deployments and contribute to the process of verifying and validating the various elements of our autonomous driving solution stack. Moreover, our scalable architecture provides our OEM partners with operational efficiencies as modular technology platform architecture minimizes the OEMs' integration and validation burden as our solutions can be seamlessly deployed across multiple vehicle segments.
- ***Road Experience Management™ creates a powerful network effect and long-term competitive advantage —*** Our REM™ system is a crucial ingredient that we believe allows for: (1) defining a new category of cloud-enhanced ADAS that we call Cloud-Enhanced Driver Assist, where information in Mobileye Roadbook™ enhances existing ADAS functions such as lane keeping assist and lane-centering and allows for new functions such as the analysis of behavior patterns in intersections and near traffic signs and lights; (2) evolving ADAS to an "eyes-on/hands-free" point-to-point assisted driving navigation; and (3) the scale deployment of AV. REM™ is complex, requiring advanced processing at the edge (for creating processed data to be sent to the cloud and for localizing the vehicle at centimeter-level accuracy in Mobileye Roadbook™), and computationally intensive processing in the cloud to build Mobileye Roadbook™ from billions of data packets sent from millions of vehicles — all automatically. REM™ benefits from a powerful network effect, where more vehicles with REM™ enabled technology from which we are able to collect and process data, not only improves our own solutions, but also delivers benefits to our customers and to consumers through greater safety and expanded functionality. We believe this network effect creates a powerful competitive advantage, particularly given our leadership position in ADAS, as we are able to efficiently collect large amounts of data from our consumer solutions already deployed on roads globally through their regular use. Our AV maps also support our efforts to deploy in new cities and geographies quickly, and in 2021, we announced the expected initial commercial deployment of our AMaaS offering in

Munich and Tel Aviv together with Moovit in addition to our current testing sites in China, Israel, Detroit, Miami, Munich, Paris, Stuttgart and Tokyo.

- ***Data and technology advantage —*** Developing effective ADAS technology is technologically complex, and requires the development of large validation datasets in order to train the required software algorithms effectively, a long-term commitment to validation and qualification with an OEM before series production can even begin, and significant financial resources. We have assembled a substantial dataset of real-world driving experience, encompassing over 200 petabytes of data, which includes over 23 million clips collected over decades of driving on urban, highway, and arterial roads in over 80 countries that enable us to develop advanced computer vision algorithms to fit road scenarios and use cases that our system encounters. We utilize up to approximately 500,000 cloud CPU cores to process approximately 100 petabytes of data every month. We have developed sophisticated 2D and 3D automatic-labeling methodologies that, together with a team of over 2,300 external specialized annotators, allow for fast development cycles for our computer vision engines based on the dataset we have. In addition, our advanced data labeling infrastructure and data mining tools can unlock significant data-driven insights. In parallel, we have created a rich dataset of 8.6 billion miles of roads driven as of July 2, 2022 from, based on our estimates, approximately 1.5 million REM™-enabled vehicles worldwide. Over the last six months alone, we estimate that the data we have accumulated covers over 90% and 80% of the approximately 0.8 million miles of motorway, trunk, and primary road types in each of the United States and Europe, respectively. This data enables us to create robust high definition maps to support solutions across the product spectrum from cloud-enhanced ADAS to Mobileye SuperVision Lite™ and Mobileye SuperVision™ to Mobileye Drive™ and Mobileye Chauffeur™. Our dataset creates a powerful network effect as we seek to continually improve our solutions as more vehicles are deployed with our technology.
- ***RSS and driving policy are designed for global deployment —*** We published our RSS model in 2017, to address the regulatory and public debate regarding, and enable the acceptance of, “eyes-off/hands-free” autonomous solutions. RSS is the key enabler of our lean compute driving policy design, where we distinctly separate driving comfort features from safety-related inhibitions and adjustments. Our framework monitors and establishes driving policy by identifying intentions in order to only predict the plausible actions of road users, significantly reducing possible options and computational demands. Our RSS-based driving policy is designed for global deployment, as it does not need to be tailored to specific driving cultures. In 2021, we announced the expected initial commercial deployment of our AMaaS offering in Munich and Tel Aviv together with Moovit in addition to our current testing sites in China, Israel, Detroit, Miami, Munich, Paris, Stuttgart and Tokyo.
- ***Purpose-built imaging-radar unlocks consumer AV at scale —*** We are developing software-defined imaging-radar with cutting-edge dynamic range and resolution. Our differentiated True Redundancy™ architecture, which is adaptable to different lidar architectures, will leverage our imaging-radar, which we believe will give us the ability to significantly reduce the cost of the overall sensor suite by replacing multiple, expensive lidars around the vehicle, with only a single front-facing lidar sensor, which we believe will support consumer AV production at scale.
- ***Moovit provides a stand-ready user base for our AMaaS solutions —*** Moovit is our urban mobility and transit application. As of July 2, 2022, Moovit had over 1.5 billion users globally and service in over 3,500 cities across 112 countries, and was generating approximately six billion anonymous data points daily, tracking mobility demand patterns globally, enabling a key mobility intelligence layer that can be used to intelligently predict ride demand and thus help to optimize fleet utilization. We believe this represents one of the world’s largest repositories of transit and mobility data. Moovit also offers a MaaS solution to cities, and transit agencies covering planning, operations, and optimization of their mobility systems. Moovit’s applications provide powerful AI-powered urban mobility services covering planning, operations, and analytics for multimodal trips.
- ***Deep, collaborative ecosystem relationships*** — Our deep global relationships with key partners across the value chain, from component suppliers, through Tier 1 customers and up to OEMs, offer us a broad and diverse set of collaboration opportunities for high-performance computing, networking, and advanced packaging technologies, among others, from the vehicle to the cloud. Together with our partners, we believe that we can accelerate the pace of autonomous innovation and market adoption

Our Growth Strategies

Key levers of our growth strategy are:

- ***Benefit from regulatory and safety rating changes promoting base ADAS*** — We intend to continue to lead and deliver upon global regulatory and safety requirements for base ADAS features by maintaining and enhancing our vision only solution. We expect a strong increase in base ADAS fitment rates due to global regulatory and safety requirements, as OEMs move to adopt standard ADAS technology for the vast majority of new model launches. We plan to continue to leverage our technology leadership and strong customer relationships to position us for additional design wins with high production volumes. As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half 2022 design wins and approximately 50 million vehicles based on our 2021 design wins. These estimates are based on projections of future production volumes that were provided by the OEMs at the time of sourcing our design wins with them for the models related to those design wins. These estimates may deviate from actual production volumes (which may be higher or lower than the estimates) and do not include design wins after July 2, 2022. We believe that our comprehensive stack of solutions and proven success at scale will enable us to further solidify our industry leadership.
- ***Capitalize on Cloud-Enhanced Driver Assist features*** — We have pioneered a cloud-enhanced ADAS solution, which offers customers using advanced EyeQ® versions (EyeQ®4 and above) a significant value through our REM™ technology. Our Cloud-Enhanced Driver Assist solution is capable of utilizing our EyeQ® SoCs and entry level camera technologies to deliver feature enhancements over time. Our Cloud-Enhanced Premium ADAS features range in complexity from all road-type lane keeping assist and lane centering, to Cross-Junction Assist, to Traffic Jam Assist. We will continue to grow the depth and breadth of our AV maps in order to deliver leading ADAS capabilities. In the future, we plan to create revenue streams from our OTA capabilities and AV maps through solution upgrades.
- ***Further enhance and drive adoption of our Premium Driver Assist solutions*** — Our Mobileye SuperVision™ solution represents a comprehensive "eyes-on/hands-free" ADAS solution. It was launched by Geely Group for its ZEEKR premium electric vehicle brand, and we are expanding our collaboration as three additional brands under the Geely Group umbrella are expected to launch Mobileye SuperVision™ technology globally in upcoming electric vehicle models, beginning in 2023. We believe that the high value-add, our continuous efforts to add capabilities, as well as the competitive price point of Mobileye SuperVision™ will allow it to gain strong market traction in the coming years. In addition, our Mobileye SuperVision™ configuration of sensors and compute can also be transformed into an effective "360 guardian," helping the driver avoid accidents, as referenced in our Vision Zero publications. We believe that Mobileye SuperVision™ has the potential to transform ADAS at its core, potentially leading to adoption driven by regulatory requirements and safety ratings of a Mobileye SuperVision™-like solution in its own category, similar to how safety-ratings and regulation have driven the adoption of base ADAS beginning in 2014.

  Additionally, we recently added a new innovative Premium ADAS solution, SuperVision™ Lite, which will utilize the SuperVision™ software stack with a down-scaled sensor suite and an ECU that will include one EyeQ®6 High SoC in the future. The solution will enable eyes-on/hands-free driving on highway road types (as compared to SuperVision™ which is expected to operate on various road types), and next-generation automated parking functions. Mobileye SuperVision™ Lite will provide OEMs with higher levels of autonomy than Cloud-Enhanced Driver Assist, which we believe will expand the application and adoption of our products.

Our Premium Driver Assist offerings are expected to be available with EyeQ® Kit support, which will enable OEM customers to deploy their own internally-developed software on our EyeQ® SoCs while benefiting from our industry-leading technology platform.

- ***Innovate and commercialize our next-generation autonomous driving solutions —*** Propelled by our next generation AV-on-Chip SoC, which we call EyeQ Ultra™, our surround computer vision Mobileye SuperVision™ solution and our True Redundancy™ architecture, we believe that we will be positioned to deliver an autonomous driving solution that can enable the mass adoption of AV. We plan to continue to develop innovative and cost-optimized solutions to deliver comprehensive capabilities for mass market adoption to our customers based on key technology breakthroughs such as our EyeQ Ultra™ SoC design, surround computer vision Mobileye SuperVision™ solution and True Redundancy™ architecture. We believe the introduction of our premium ADAS capabilities with our launched Mobileye SuperVision™ solution and our Level 4 capabilities with Mobileye Drive™ will help us continue to provide our customers with innovative solutions and enable further growth for us. We plan to continue to build and enhance our full-stack technology platform in order to offer an affordable, time-saving and much safer driving experience, which we believe will propel the mass-market adoption of autonomous driving solutions.
- ***Utilize our flexible platform to expand our collaboration with our OEM customers —*** We have designed our EyeQ® SoCs together with an EyeQ Kit™ to enable co-hosting of third-party software and customer workloads on vehicles equipped with our solutions. We plan to continue to develop our platform to offer our customers the ability to seamlessly address the additional capabilities and features that they demand by customizing their offerings on top of our platform. We are partnering with leading technology suppliers to expand our products by offering features and services alongside our core technology platform such as driver monitoring systems, parking functions, and visualization features. In addition, our SDKs enable OEMs to innovate on top of our platform, augmenting and differentiating their offerings, while benefiting from our cutting-edge, verified and validated core ADAS capabilities.
- ***Capitalize on our active sensor technology —*** We intend to continue to develop and commercialize next-generation active sensors such as software-defined imaging radars, which leverage our AI capabilities. Our software-defined imaging radars are designed to form a standalone "sensing state" layer which can be utilized as a sensing layer on its own, enabling 360-degree coverage, replacing multiple lidar sensors and requiring only a single front-facing lidar. Together with Intel, we also are currently in the early stages of development of FMCW lidar, which has the potential to replace alternative third-party lidar to further enhance the performance of our sensor suite. We believe enhancing our sensing and perception technology leadership will further strengthen our competitive position and allow us to offer additional differentiated and cost-effective solutions to our customers.
- ***Accelerate our roadmap of next generation proprietary EyeQ® SoCs —*** We believe that we have created the standard for processors focused on computer vision. Our EyeQ® SoCs are purpose-built for sensing and perception technologies and optimized for high throughput and power efficiency. We intend to continue to accelerate our technology leadership with a focus on silicon, packaging, and systems level needs to deliver cost-efficient processing at the edge. EyeQ Ultra™, which we announced in January 2022, will leverage 5nm process technology and be built to address the needs of Level 4 AV without requiring the additional power and cost that comes with multiple SoCs integrated together. Our architecture is highly scalable and is designed to support the increasing and computationally intensive demands of future autonomous driving applications.
- ***Utilize our substantial and growing dataset to continuously improve the intelligence and robustness of our solutions —*** We will continue to grow the depth and breadth of our substantial dataset, which, as of July 2, 2022, encompassed over 200 petabytes of data and 8.6 billion miles of AV mapped roads from, based on our estimates, approximately 1.5 million REM™-enabled vehicles worldwide. We believe that our ability to use this data to create, maintain, and improve our high-precision AV maps through our REM™ mapping system will enable us to further improve our ADAS offerings and position us well for autonomous driving.
- ***Establish our Level 4 autonomous and AMaaS solutions —*** We believe that Mobileye Chauffeur™ and Mobileye Drive™ will unlock new use cases and end-consumers for our OEM and fleet-owner

customers, which will be applicable for both the AMaaS and consumer AV markets. We expect to add additional cities to our AMaaS offerings to showcase our industry-leading technology and to help accelerate the pace of AV adoption. We also expect to continue to invest in our ecosystem partnerships with OEMs and fleet operators in order to foster close collaboration and further commercialize our autonomous technologies.

- ***Benefit from opportunities in large emerging markets —*** We intend to continue to invest in partnerships in China and India, among other emerging markets, to accelerate ADAS and autonomous driving adoption. In India, Mahindra & Mahindra, one of the country's largest automakers, has launched the first vehicle made locally to offer ADAS capabilities — the XUV700 powered by our EyeQ® SoC. Its accessible price point compared to imported alternatives expands the ADAS reach to a broader range of consumers in one of the most populous countries in the world. We believe our long-term partnerships with large Chinese OEMs such as Geely, Great Wall Motors, and SAIC, and Indian OEMs such as Mahindra & Mahindra position our solutions at the forefront of continued innovation and market growth.

Our Customers

Our customers include leading OEMs, which we sell to through Tier 1 automotive suppliers that implement our product into automotive vehicles, as well as fleet owners and operators.

OEMs

As of July 2, 2022, our solutions had been installed in approximately 800 vehicle models (including local country, year, and other vehicle model variations), and our SoCs had been deployed in over 117 million vehicles. We are actively working with more than 50 OEMs worldwide on the implementation of our ADAS solutions, and we announced over 40 new design wins in 2021 alone. In the first half of 2022, we shipped approximately 15.9 million of our SoCs. This represents an increase from the approximately 14.4 million of our SoCs that we shipped in the first half of 2021. In 2021, 2020, and 2019, we shipped approximately 28.1 million, 19.7 million, and 17.5 million, respectively, of our SoCs. We estimate, based on our existing design wins through July 2, 2022, that our ADAS solutions will be deployed in more than an additional 266 million vehicles by 2030, including approximately 37 million vehicles based on our first half 2022 design wins and approximately 50 million vehicles based on our 2021 design wins.

We work with Tier 1 automotive suppliers to supply our solutions to the following OEMs:

Global OEMs		Chinese OEMs	New Electric Vehicle OEMs
Audi	Maschinenfabrik-Augsburg-Nürnberg	BYD	Aiways
BMW	Mazda	Chery	Faraday
Fiat Chrysler Automobiles	Mitsubishi	First Automobile Works	Fisker
Ford	Nissan	Geely Group	Hozon
General Motors	Peugeot	Great Wall Motors	Human Horizons
Honda	Renault	Shanghai Automotive Industry	NIO
Hyundai-Kia	Scania		Rivian
Isuzu	Tata		Vinfast
Iveco	Toyota		
Mahindra & Mahindra	Volkswagen Group		

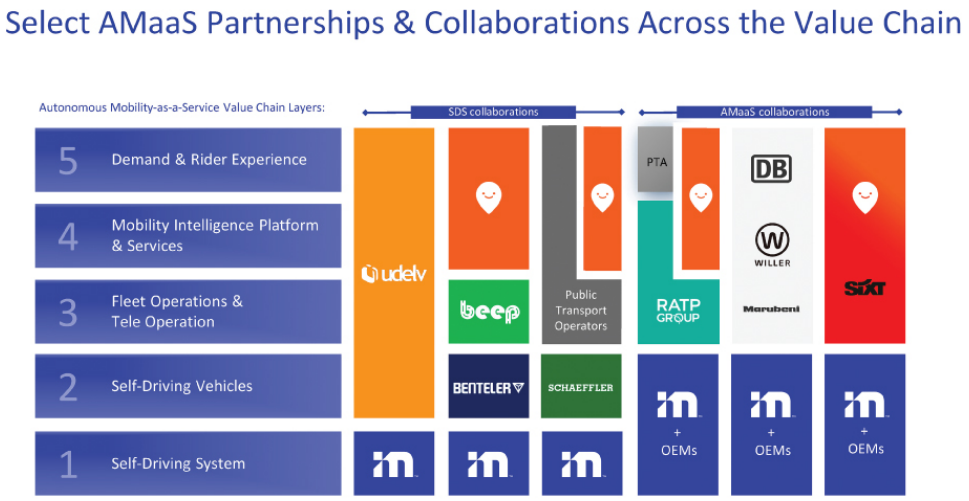
Tier 1 Automotive Suppliers

We supply certain OEMs with the EyeQ® platform through our arrangements with automotive system integrators, known as Tier 1 automotive suppliers, which are direct suppliers to OEMs. Our Tier 1 customers include Aptiv, Magna, Valeo, Wabco, ZF, and others.

Mobility-as-a-Service

We expect to sell the Mobileye Drive™ self-driving vehicles to a range of shuttle network operators and vehicle OEMs which intend to operate a variety of services (e.g., consumer-facing AMaaS, transportation

on demand, delivery). These partners could produce vehicles themselves and integrate Mobileye Drive™ with our assistance and include Benteler, Lohr, Marubeni, RATP Group, Schaeffler, Udelv, and Willer.

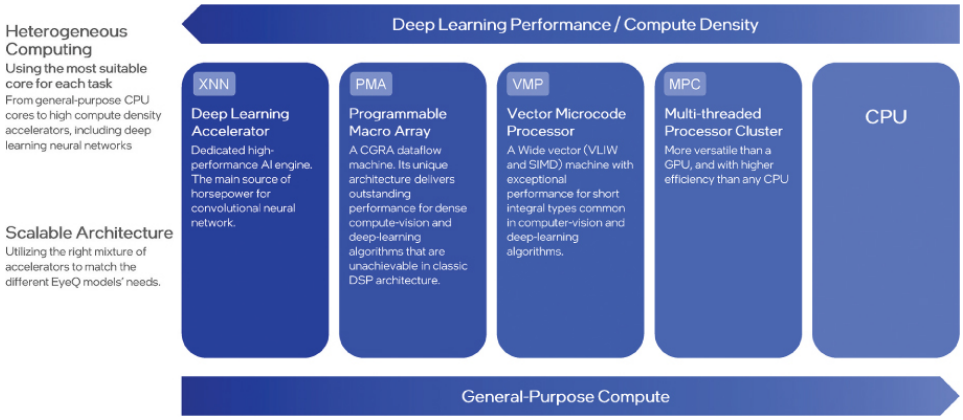


Our EyeQ® System-on-Chip Architecture

EyeQ®

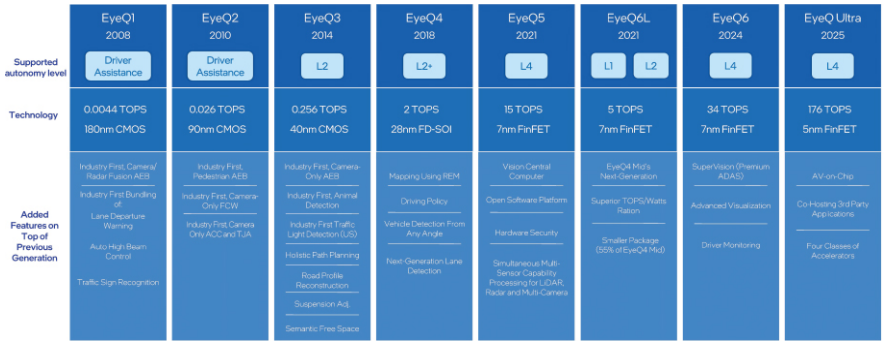
Each new generation of the EyeQ® SoC is many times faster than its predecessor and tightly integrated with software to offer maximum efficiency. They consist of central processing unit cores and dedicated custom-designed vector accelerators. Our proprietary computational cores are optimized for a wide variety of computer vision, signal processing, and machine learning tasks, including deep neural networks. Our EyeQ® architecture is highly scalable and is designed to support the increasing and computationally intensive demands of ADAS and AV solutions on the same architecture, which provides significant re-use and network effects for our technology platform.

For the EyeQ® SoC, we have developed four heterogeneous accelerator families for different types of workloads allowing us to optimize performance for each workload by using the most suitable core.



The deployment mix of these accelerators varies by product line based on the functions each EyeQ® SoC supports. Our accelerator architecture allows us to achieve high compute performance with power efficiency.

Our EyeQ® family of products includes:



- **EyeQ®1** — launched in 2007, supported two bundle types: (1) Lane Departure Warning ("LDW"), Traffic Sign Recognition ("TSR") and Intelligent High-beam Control ("IHC"); and (2) LDW and Vehicle Automatic Emergency Braking ("AEB") fusion with radar. EyeQ®1 was an industry first supporting camera/radar ACC.
- **EyeQ®2** — launched in 2010, supported a variety of functional bundles, including LDW, TSR, IHC, Forward Collision Warning ("FCW") and AEB for vehicles and pedestrians (partial braking). EyeQ®2 was an industry first with Pedestrian AEB, and Adaptive Cruise Control ("ACC").
- **EyeQ®3** — launched in the fourth quarter of 2014. In addition to significant upgrades of all of the above functions, EyeQ®3 supports full braking AEB, structure from motion functionalities, road profile reconstruction, debris detection, general object detection, traffic light detection and REM™. EyeQ®3 was an industry first with Highway Autopilot, Camera-only AEB and full in path assisted driving.
- **EyeQ®4 Mid and EyeQ®4 High** — launched in early 2018. EyeQ®4 supports processing from multiple cameras (including multi-focal or ultra-high-resolution front facing and side/rear), as well as other sensor perception modalities through two models: EyeQ®4 Mid and EyeQ®4 High. EyeQ®4 Mid is a one-box windshield solution that offers around 1.1 tera operations per second ("TOPS") supporting up to Level 2 functionality and EyeQ®4 High offers 2 TOPS supporting REM™ mapping and localization to provide Level 2+ functionalities. EyeQ®4 was the first SoC to support REM™ Map Harvesting and an industry first supporting 100-degree cameras.
- **EyeQ®5 Mid and EyeQ®5 High** — designed to act as the central computing processor to enable fully autonomous driving vehicles, EyeQ®5 comes in two forms: EyeQ®5 Mid and EyeQ®5 High. EyeQ®5 Mid is a one-box windshield solution designed to support up to Level 2+ functionality. EyeQ®5 High supports Premium ADAS and up to Level 4 functionality powering both our Mobileye SuperVision™ and Mobileye Drive™ solutions. Volume production began in 2021. EyeQ®5 is designed on the 7nm fin field-effect transistor ("FinFET") technology node and offers around 15 TOPS on the EyeQ®5 High and more than 4 on the EyeQ®5 Mid. We have been able to achieve power, performance, and cost targets by employing proprietary computational cores that are optimized for a wide variety of computer vision, signal processing, and machine learning tasks, including deep neural networks. Starting with EyeQ®5, we are supporting a complete SDK to allow customers to differentiate their solutions by deploying their algorithms on EyeQ®5. EyeQ®5 serves as the computational foundation for our scalable camera-only surround sensing system. The system consists of multiple independent computer vision engines and deep networks for algorithmic redundancy. The result is a robust and comprehensive model of the environment that allows end-to-end autonomous driving. It is also the industry's first solution supporting 120-degree 8-megapixel cameras.
- **EyeQ®6 Lite and EyeQ®6 High** — announced in January 2022, the EyeQ®6 Lite, a one-box windshield optimized solution, is designed to deliver entry and premium Level 2 ADAS functionality at ultra-low power and high efficiency. Also announced in January 2022, the EyeQ®6 High will support premium ADAS or partial AV capabilities with full surround and support for visualization and heavy

AI workloads with 34 TOPS in 40 watts representing lean compute. This centralized solution will provide all ADAS Level 2 functionalities, multi-camera processing (including parking cameras), and will host third-party apps such as parking visualization and driver monitoring. Both the EyeQ®6 Lite and EyeQ®6 High are designed on the 7nm FinFET process technology node. We expect to release the EyeQ®6 Lite/High in 2023 or 2024 and begin production by the end of 2024.

- **EyeQ Ultra™** — announced in January 2022, EyeQ Ultra™ is designed to maximize both effectiveness and efficiency at 176 TOPS. First silicon for the EyeQ Ultra™ SoC is expected at the end of 2023, with full automotive-grade production in 2025. EyeQ Ultra™ is built to address the needs of Level 4 AV without the power and cost to integrate multiple SoCs together. EyeQ Ultra™ utilizes an array of four classes of proprietary accelerators, each built for a specific task. These accelerators are paired with additional central processing unit cores, ISPs, and GPUs in a highly efficient solution capable of processing input from two sensing subsystems — one camera-only system and the other radar and lidar combined — as well as the vehicle's central computing system, the high-precision AV map and driving policy software. The EyeQ Ultra™ is designed on the 5nm FinFET process technology node. First silicon for the EyeQ Ultra™ SoC is expected at the end of 2023, and we expect the EyeQ Ultra™ SoC to be ready for production in 2025.

Our Partnerships with STMicroelectronics and Intel

Our long-standing relationship with STMicroelectronics continues to strengthen with the complexity of our solutions. Our partnership includes close collaboration in product development, design, and manufacturing. For example, we have co-developed the seven EyeQ® generations, including the launched EyeQ®6 and EyeQ Ultra™ SoCs. We also benefit from STMicroelectronics' advanced packaging and testing capabilities and automotive expertise. Together with STMicroelectronics, we are working on developing and productizing next-generation automotive-grade technology for high volume automotive applications, which we believe will accelerate the pace of autonomous innovation and market adoption.

Our close partnership with Intel exists on multiple fronts. As a result of our relationship with Intel, we have access to unique and differentiating technologies such as proprietary silicon photonics fabrication technologies, which we may leverage for the early development of our FMCW lidar, which has the potential to replace alternative third-party lidar sensors to further enhance the performance of our sensor suite. We may also license certain technologies from Intel that support design and development of our software-defined radar, including Intel's mmWave technologies. Additionally, we intend to explore a collaboration with Intel on a technology platform to integrate our EyeQ® SoC with Intel's market-leading central compute capability, with plans to utilize Intel Foundry Services' advanced packaging capabilities. This potential platform is intended to enable functions essential to safety, entertainment, and cloud connectivity. Intel's strength in government affairs and policy development around the world will continue to be of significant value to us as we collaborate with regulators who are preparing frameworks to enable commercial deployment of AVs.

Manufacturing

Our products are designed and manufactured specifically for automotive applications after extensive validation tests under stringent automotive environmental conditions.

We partner with STMicroelectronics, a leading supplier and innovator of semiconductor devices for automotive applications, in manufacturing, design and research and development. We have co-developed seven generations of our automotive grade SoC, EyeQ®, with STMicroelectronics including EyeQ®5, EyeQ®6 and EyeQ Ultra™. We design the front-end and STMicroelectronics designs the back-end package and also includes testing, quality assurance, customer care, failure analysis and manufacturing standards. All of our EyeQ® integrated circuits are manufactured by or outsourced to a partner foundry by STMicroelectronics.

We have also established a relationship with Quanta Computer to develop and assemble our ECUs including our reference design for our Mobileye SuperVision™ solution, which includes our EyeQ®5 SoCs from STMicroelectronics.

As a result of our relationship with Intel, we have access to unique and differentiating technologies such as proprietary silicon photonics fabrication technologies, capable of putting active and passive optical

elements on a chip together, including lasers and optical amplifiers, loaded onto a photonic integrated circuit. We may leverage this technology, which has the ability to put an active laser in a package, for the early development of our FMCW lidar, which has the potential to replace alternative third-party lidar sensors to further enhance the performance of our sensor suite.

Regulation and Ratings

Automobile safety is driven by both regulations and the availability to consumers of independent assessments of the safety performance of different car models. These assessments have encouraged OEMs to produce cars that are safer than those required by law. In many countries, these NCAPs have created a "market for safety" as car manufacturers seek to demonstrate that their models satisfy the various NCAPs' highest ratings.

National NCAPs will continue to add specific ADAS applications to their evaluation items over the next several years, led by the Euro NCAP. In the EU, pre-market approval is required for all vehicles sold, and many manufacturers choose to satisfy a set of technical criteria determined by the Euro NCAP. The Australian, Japanese, and Korean NCAPs' have fully harmonized their policies with the Euro NCAP. In the United States, ADAS regulation continues to make large strides. For example, the INVEST in America Act, which was passed in late 2021, requires the U.S. Department of Transportation to issue requirements and standards regarding vehicle safety technologies. On the AV front, our RSS driving policy provides a cornerstone for global standardization efforts of the safety of assisted and automated driving, in particular IEEE 2846, a working group of approximately 30 organizations in the industry that we lead.

At the federal level in the United States, the safety of motor vehicles is regulated by the U.S. Department of Transportation through two federal Agencies — the National Highway Traffic Safety Administration (the "NHTSA"), which regulates all motor vehicles, and the Federal Motor Carrier Safety Administration (the "FMCSA"), which regulates commercial motor vehicles. NHTSA establishes the Federal Motor Vehicle Safety Standards (the "FMVSS") for motor vehicles and motor vehicle equipment and oversees the actions that manufacturers of motor vehicles and motor vehicle equipment are required to take regarding the reporting of information related to defects or injuries related to their products and the recall and repair of vehicles and equipment that contain safety defects or fail to comply with the FMVSS. FMCSA regulates the safety of commercial motor carriers operating in interstate commerce, the qualifications and safety of commercial motor vehicle drivers, and the safe operation of commercial trucks.

While there are currently no mandatory federal U.S. regulations expressly pertaining to the safety of autonomous driving systems, the U.S. Department of Transportation has established recommended voluntary guidelines, and the NHTSA or the FMCSA, as applicable, have authority to take enforcement action should an automated driving system pose an unreasonable risk to safety or inhibit the safe operation of a motor vehicle. Certain U.S. states have legal restrictions on autonomous driving vehicles, and many other states are considering them. These variations increase the legal complexity of deploying our solutions. If discrepancies emerge in the legal restrictions adopted by different U.S. states, our plan is to develop our technology to comply with the strictest standards. We will continue to actively monitor regulatory developments in the U.S. and intend to adjust our products and solutions as needed.

In Europe, certain vehicle safety regulations apply to self-driving braking and steering systems, and certain treaties also restrict the legality of certain higher levels of autonomous driving vehicles. In jurisdictions that follow the regulations of the United Nations Economic Commission for Europe, some regulations restrict the design of advanced driver-assistance or self-driving features, which can compromise or prevent their use entirely. Other applicable laws, both current and proposed, may hinder the path and timeline to introducing self-driving vehicles for sale and use in the markets where they apply. Other markets, including China, continue to consider self-driving regulation. Any implemented regulations may differ materially from those in the United States and Europe, which may further increase the legal complexity of self-driving vehicles and limit or prevent certain features. Autonomous driving laws and regulations are expected to continue to evolve in numerous jurisdictions in the United States and foreign countries and may create restrictions on autonomous driving features that we develop.

In order for us to operate in international markets outside the United States, we must comply with relevant legal regulations regarding autonomous vehicles as well as technology export control, data security,

cybersecurity and other related regulations that apply to global technology companies. We have developed robust compliance processes and procedures related to these regulatory requirements and believe that we are in compliance with such requirements. We do not believe there are any regulatory restrictions that would materially restrict our ability to operate in our key markets of the United States, Israel, China or Europe. We are in regular dialogue with the relevant regulatory policy bodies globally and intend to continue to comply with these regulations or any updates thereof.

Data Privacy

Privacy is fundamental to Mobileye. We collect, process, transmit, and store personal information in connection with the operation of our business and are subject to a variety of local, state, national and international laws, directives and regulations that apply to the collection, use, retention, protection, security, disclosure, transfer and other processing of personal data in the different jurisdictions in which we operate. Data collected by the camera of our solutions during the development cycle of a project may include personal information such as license plate numbers of other vehicles, facial features of pedestrians, appearance of individuals, GPS data, and geolocation data in order to train the data analytics and AI technology equipped in our solutions for the purpose of identifying different objects and predicting potential issues that may arise during the operation of a motor vehicle. Our data-collection processes implement strict methodologies to comply with data protection and privacy laws, including the European General Data Protection Regulation and the California Consumer Privacy Act of 2018 (the "CCPA").

We leverage systems and applications that are spread over the countries in which we do business, requiring us to regularly move data across national borders. As a result, we are subject to a variety of laws and regulations in the United States, China, the European Union, and other foreign jurisdictions as well as contractual obligations, regarding data privacy, protection, and security.

The scope and interpretation of the laws and regulations that are or may be applicable to us are often uncertain and may be conflicting, particularly with respect to foreign laws. We are subject to the E.U. General Data Protection Regulation (the "GDPR"), which became effective in May 2018. EU member states have enacted certain implementing legislation that adds to and/or further interprets the GDPR requirements. The GDPR, together with national legislation, regulations and guidelines of the EU member states and the United Kingdom governing the processing of personal data, impose strict obligations and restrictions on the ability to collect, use, retain, protect, disclose, transfer, and otherwise process personal data with respect to EU and UK data subjects. In particular, the GDPR includes obligations and restrictions concerning the consent and rights of individuals to whom the personal data relates, the transfer of personal data out of the EEA or the United Kingdom, security breach notifications and the security and confidentiality of personal data. Other countries have enacted or are considering enacting similar cross-border data transfer rules or data localization requirements.

Additionally, on June 28, 2018, California enacted the CCPA, which came into effect on January 1, 2020. The CCPA creates individual privacy rights for California residents and increases the privacy and security obligations of entities handling personal data of California consumers and meeting certain thresholds. In addition, many similar laws have been proposed at the federal level and in other states. State laws are changing rapidly and there is discussion in Congress of a new federal data protection and privacy law to which we would become subject if it is enacted.

In China, the PRC Cyber Security Law became effective on June 1, 2017. The Cyber Security Law reaffirms the basic principles and requirements specified in other existing laws and regulations on personal information protection, such as the requirements on the collection, use, processing, storage, and disclosure of personal information. Specifically, it requires that network operators take technical measures and other necessary measures in accordance with applicable laws and regulations and the compulsory requirements of the national and industrial standards to safeguard the safe and stable operation of its networks, maintain the integrity, confidentiality, and availability of network data, take technical and other necessary measures to ensure the security of the personal information they have collected against unauthorized access, alteration, disclosure, or loss, and formulate contingency plans for network security incidents and remediation measures. It also requires a subset of network operators that meet certain thresholds to be critical information infrastructure operators ("CIIO") to store personal information and important data collected and generated during its operation within the territory of China locally on servers in China.

Our Competition

The ADAS and autonomous driving industries are highly competitive. In the ADAS and consumer AV market, we face competition primarily from other external providers including Tier 1 automotive suppliers and silicon providers, and in-house solutions developed by the OEMs. Our Tier 1 customers may be developing or may in the future develop competing solutions. For example, certain of our competitors have announced that they are operating autonomous robotaxis. Tier 1 automotive supplier competitors include Bosch, Continental, and Denso. Our silicon provider competitors include Ambarella, Advanced Micro Devices, Arriver / Qualcomm, Black Sesame Technologies, Horizon Robotics, Huawei, NVIDIA, NXP, Renesas Electronics, and Texas Instruments. OEMs who have or are pursuing their own in-house solutions are also indirect competitors, with Tesla and Mercedes-Benz being examples of automakers taking that approach today, with others such as General Motors, NIO, Volvo Cars, and Xpeng Motors also pursuing in-house solutions for portions of the ADAS software stack. In the future, our indirect competitors could become direct competitors.

In the autonomous driving market, including AMaaS and consumer AV, we face competition from technology companies, internal development teams from the automakers themselves, sometimes in combination with investments in early-stage autonomous vehicle technology companies, Tier 1 automotive companies, as well as robotaxi providers. AMaaS competitors include Argo AI, Aurora, Cruise, Motional, Pony.ai, Waymo, Yandex, and Zoox in the United States and Europe and Auto X, Baidu, Deeproute.ai, Didi Chuxing, Momenta, and WeRide in China. Consumer AV competitors include Apple, Sony, and Tesla, who are developing self-driving vehicles for consumers.

Developing effective ADAS technology is technologically complex, requires the development of large validation datasets in order to train the required software algorithms effectively, requires a long-term commitment to validation and qualification with an OEM before series production can even begin, and requires significant financial resources. In addition, our tightly coupled software and hardware solutions, which are based on highly advanced, road-tested, sensing and perception technologies from decades of leadership in computer vision and powered by our mission critical software and purpose-built EyeQ® family of SoCs are extremely hard to replicate.

Moovit competes against urban mobility applications and MaaS solutions which provide transportation services and navigation data to consumers. Moovit's free application competition includes Alphabet, Apple, Citymapper, and Transit. Moovit's application also competes with on-demand service providers that provide multi-modal ride services and route planning through their own services including Lyft, TransLoc, Trapeze, Uber, and Via.

The principal competitive factors impacting the market for our solutions include:

- completeness of our technology platform including SoCs, sensing and perception technologies, sensor fusion architecture, high-precision mapping system, and supporting software and algorithms;
- ability to design and develop ADAS and autonomous driving solutions that meet our customers' needs;
- automotive quality standards, compliance, and performance in all areas of ADAS and autonomous driving;
- agile software validation and robust product release discipline;
- scalability, and cost efficiency of our solutions;
- engineering capabilities, the ability to innovate and continuously improve our technology;
- pricing;
- design and development support for our customers;
- manufacturing reliability and the ability to make on-time delivery of appropriate quantities of product at a consistent level of quality;
- ability to meet regulatory requirements;

- intellectual property protection; and
- brand and reputation, including the ability to market new offerings.

We believe we compete favorably with respect to these factors. In addition, as the ADAS and autonomous driving markets progress and, in some use cases, converge, we believe we will be in a favorable position to achieve meaningful business wins given our differentiated capabilities.

Distribution and Marketing

Our products are sold directly to customers throughout the world, or through distribution channels for our aftermarket products meant for vehicles that do not come pre-equipped with ADAS technology.

We actively promote our brand and technologies to increase awareness and generate demand through direct marketing as well as co-marketing programs. Our direct marketing to consumers and businesses primarily includes trade events, industry and consumer communications and press relations. We work closely with our existing customers in order to ensure that we are aware of their requirements and plans for future car models and can respond promptly and effectively.

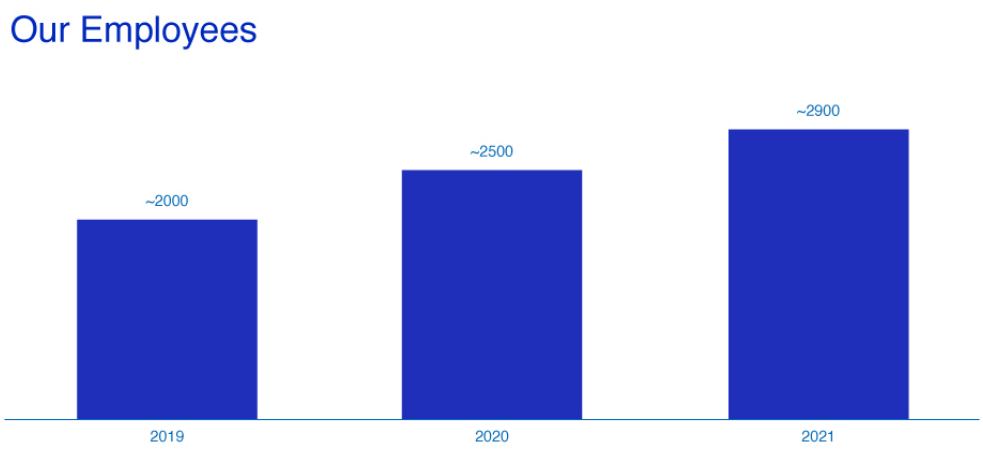
We regularly present our technology to regulators and safety organizations to demonstrate its capabilities and reliability and to help ensure that they develop regulations and ratings that address the full range of benefits that we believe we can offer.

Research and Development

We believe our strong research and development is our principal competitive strength and has led to our position in the market. Our research and development activities are predominantly conducted in Israel. We have more than 80% of our full time-equivalent employees engaged in research and development, many of whom have been with the company for significant tenures. Our research and development efforts focus on algorithms, including visual processing, camera control, vehicle control, camera/radar fusion, autonomous driving sensing technologies, REM™ technology, driving policy and related engineering tasks as well as application software, silicon design and hardware electronics design. We believe we have a unique approach by developing ADAS and autonomous solutions simultaneously, giving us a technical and scale advantage over our competition.

Our Employees

As of July 2, 2022, we had approximately 3,100 employees operating across eight countries, with approximately 80% of such employees involved in research and development and approximately 2,900 of such employees operating in Israel. None of our employees is represented by a labor union with respect to his, her or their employment. In certain countries in which we operate, we are subject to, and comply with, local labor law requirements, which may automatically make our employees subject to industry-wide collective bargaining agreements. We have not experienced any work stoppages and we consider our relations with our employees to be good.



Intellectual Property

Our ability to compete effectively depends in part on our ability to develop and maintain the proprietary aspects of our technology. Our policy is to obtain appropriate proprietary rights protection for any potentially significant new technology acquired or developed by us. We hold 234 U.S. patents, 35 European patents, 173 U.S. patent applications, 363 European and other non-U.S. patent applications, and provisional patent filings.

In addition to patent laws, we rely on copyright and trade secret laws to protect our proprietary rights. We attempt to protect our trade secrets and other proprietary information through agreements with OEMs, distributors, other customers and suppliers, proprietary information agreements with our employees and consultants, and other similar measures. Our primary trademarks are for our name and product names. We cannot be certain that we will be successful in protecting our proprietary rights. While we believe our patents, patent applications, software and other proprietary know-how have value, changing technology makes our future success dependent principally upon our ability to successfully achieve continuing innovation.

Litigation may be necessary in the future to enforce our proprietary rights, to determine the validity and scope of the proprietary rights of others, or to defend us against claims of infringement or invalidity by others. An adverse outcome in such litigation or similar proceedings could subject us to significant liabilities to third parties, require disputed rights to be licensed from others or require us to cease marketing or using certain products, any of which could have a material adverse effect on our business, financial condition, and results of operations. In addition, the cost of addressing any intellectual property litigation claim, both in legal fees and expenses, as well as from the diversion of management's resources, regardless of whether the claim is valid, could be significant and could have a material adverse effect on our business, financial condition, and results of operations.

Property, Plant, and Equipment

We lease our principal offices at 13 Hartom Street, Jerusalem, Israel, totaling approximately 123,980 square feet, pursuant to a lease that expires in February 2024 and that may be extended, at our option, for an additional five-year term. We also lease office space in Tel Aviv and various other locations in Israel and around the world, including New York, Dusseldorf, Tokyo, and Shanghai, which include on Intel's sites. We are currently making investments and are building a new campus in Jerusalem, Israel, which is expected to be completed in 2022. We have also signed a lease for additional new office space near Tel Aviv that we expect to begin utilizing in 2023 and are working to enter into additional leases for more office space in various locations around the world.

Legal Proceedings

In the ordinary course of conducting our business, we have in the past and may in the future become involved in various legal actions and other claims. We may also become involved in other judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of our businesses. Some of these matters may involve claims of substantial amounts. In addition, from time to time, third parties may assert intellectual property infringement claims against us in the form of letters and other forms of communication. These legal proceedings may be subject to many uncertainties and there can be no assurance of the outcome of any individual proceedings. For example, on July 2, 2020, plaintiffs filed a complaint seeking monetary damages and class certification against our Israeli subsidiary in the District Court in Lod, Israel for an alleged defect in the display of one of our aftermarket products sold in Israel. Mobileye responded to the claim and the parties informed the court on January 3, 2022 that they have agreed to refer the suit to mediation. Additionally, on February 24, 2021, a plaintiff filed a complaint against Intel's Italian subsidiary in the Court of Milan, Italy, Enterprises Section, alleging patent infringement relating to driver assistance systems. On May 19, 2021, Intel's Italian subsidiary filed a statement of defense claiming that it is not the appropriate entity to be named as a defendant and that the plaintiff's patent is invalid. The disputed technology is currently under review by a technical consultant appointed by the court, and we have not been named a defendant. As the likelihood of the ultimate outcome of these proceedings is not currently determinable, no amounts in respect of these matters have been accrued in our financial statements. We intend to vigorously defend each of these matters. We do not believe that these matters, and we are not a party to any other legal proceedings that we believe, if determined adversely to us, would have a material adverse effect on our business, financial condition or results of operations.

MANAGEMENT

Executive Officers and Directors

Set forth below are the names, ages and positions as of the date hereof of our executive officers, directors, and our director nominees who are expected to join our board of directors upon completion of this offering.

Name	Age	Position
Amnon Shashua	62	Chief Executive Officer, President, and Director
Patrick P. Gelsinger	61	Chair of the Board of Directors
Anat Heller	45	Chief Financial Officer
Gavriel Hayon	53	Executive Vice President, Research and Development
Shai Shalev-Shwartz	47	Chief Technology Officer
Eyal Desheh	70	Director Nominee
Jon M. Huntsman, Jr.	62	Director Nominee
Claire C. McCaskill	69	Director Nominee
Christine Pambianchi	53	Director Nominee
Frank D. Yeary	59	Director Nominee
Saf Yeboah-Amankwah	51	Director Nominee

Amnon Shashua is our co-founder and has been serving as our Chief Executive Officer and President since 2017 and as our director since our founding in 1999. He has also been serving as a Senior Vice President at Intel since 2017. Professor Shashua is expected to resign from his position at Intel in connection with the consummation of this offering and our continuation as a separate company. Professor Shashua founded Mobileye in 1999. In addition to Mobileye, Professor Shashua has founded a number of startups in the fields of computer vision and machine learning, including CogniTens, which develops comprehensive dimensional measurement systems, which he founded in 1995 and has since been acquired, OrCam, which harnesses computer vision and AI to assist the visually and hearing impaired, which he co-founded in 2010 and serves as its Co-Chairman, and AI21 Labs, which works to use AI to understand and create natural language, which he co-founded in 2017 and serves as its Chairman. In 2019, Professor Shashua founded One Zero Digital Bank, a digital bank in Israel. In December 2021, Professor Shashua co-founded Mentee Robotics, which aims to build humanoid robots and has since been serving as its Chairman. Professor Shashua holds the Sachs Chair in Computer Science at the Hebrew University of Jerusalem, where he teaches and supervises graduate students. He has published 162 papers in the field of machine learning and computational vision and holds over 94 patents. Professor Shashua has been awarded prestigious prizes for his contributions to science and technology and is also the 2020 Dan David laureate in the field of AI awarded for his ground-breaking work in the field. In 2019, he was recognized as the Electronic Imaging Scientist of the Year by the Society for Imaging Science and Technology. Professor Shashua and his team were also finalists in the European Inventor Awards of 2019, awarded by the European Patent Office. In July 2022, Professor Shashua received the Mobility Innovator Award from the Automotive Hall of Fame. Professor Shashua was selected to serve on our board of directors because of the perspective and experience he brings as our co-founder and Chief Executive Officer, as well as his insight and proficiency in computer vision and machine learning.

Patrick P. Gelsinger has been the chair of our board of directors since September 2022. He has been serving as a director and the Chief Executive Officer of Intel since February 2021. Mr. Gelsinger joined Intel from VMware, Inc., a provider of cloud computing and virtualization software and services, where he served as Chief Executive Officer from September 2012 to February 2021. Mr. Gelsinger also served as a member of the board of directors of VMware, Inc. from September 2012 to April 2021. Prior to joining VMware, Mr. Gelsinger served as President and Chief Operating Officer, EMC Information Infrastructure Products at EMC Corp., a data storage, information security, and cloud computing company, from September 2009 to August 2012. Mr. Gelsinger's career began at Intel, where he spent 30 years before joining EMC Corp. During his initial tenure at Intel, Mr. Gelsinger served in a number of roles, including

Senior Vice President and Co-General Manager of the Digital Enterprise Group from 2005 to September 2009, Senior Vice President, Chief Technology Officer from 2002 to 2005, and leader of Desktop Products Group prior to that. Mr. Gelsinger was selected to serve on our board of directors because, as a seasoned industry veteran with over 40 years of experience in semiconductor, software, and cloud computing and data storage industries and in his role as Intel's Chief Executive Officer, he brings significant senior leadership, global, industry, human capital, sales, operating, business development and M&A, and public company board experience to our board of directors. Furthermore, Mr. Gelsinger has gained extensive operating and manufacturing, sales, emerging technologies, M&A, and information security experience from serving in a variety of senior management roles, including Chief Executive Officer and Chief Operating Officer, at leading multinational software, information security and computing companies. Mr. Gelsinger also brings human capital and technical experience from his various senior leadership roles.

Anat Heller has been serving as our Chief Financial Officer since 2018. Prior to her current position, Ms. Heller joined Mobileye in 2008 as our Corporate Controller and became our Director of Finance in 2016. Prior to joining Mobileye, Ms. Heller served as the deputy corporate controller at Lipman Electronics Engineering (formerly Nasdaq, TASE: LPMA), which was acquired by Verifone (NYSE: PAY). Ms. Heller was previously a senior associate at PricewaterhouseCoopers Israel. Ms. Heller earned her B.A. from The College of Management Academic Studies in Israel and is a licensed certified public accountant.

Gavriel Hayon has been serving as our Executive Vice President, Research and Development since 2018. Dr. Hayon joined Mobileye in 1999 as an algorithm developer and had since led teams responsible for computer vision algorithms and led the algorithms department. In 2004, Dr. Hayon became the Vice President of Research and Development, leading the development and bringing to production multiple ADAS products. In 2017, in connection with our acquisition by Intel, Dr. Hayon became a Vice President of Intel. Mr. Hayon is expected to resign from his position at Intel in connection with the consummation of this offering and our continuation as a separate company. Prior to his work at Mobileye, Dr. Hayon was an algorithms developer at Applied Materials (Nasdaq: AMAT). Dr. Hayon received his Ph.D. in AI from the Hebrew University, his M.Sc. in physics from the Weitzman Institute and his B.Sc. degree in physics from the Technion Israel Institute of Technology.

Shai Shalev-Shwartz has been serving as our Chief Technology Officer since 2018. In 2017, in connection with our acquisition by Intel, Professor Shalev-Shwartz became a Senior Fellow of Intel. Professor Shalev-Shwartz is expected to resign from his position at Intel in connection with the consummation of this offering and our continuation as a separate company. Professor Shalev-Shwartz is well known for his research in machine learning and was listed as one of the 100 most influential researchers worldwide in 2016 by AMiner. Professor Shalev-Shwartz is also a professor at the Rachel and Selim Benin School of Computer Science and Engineering at the Hebrew University of Jerusalem. In 2014, he co-authored a book used by major universities on theoretical machine learning: "Understanding Machine Learning From Theory to Algorithms." Before joining Hebrew University and Mobileye, Mr. Shalev-Shwartz was a research assistant professor at Toyota Technological Institute in Chicago, and also worked in research at both Google (Nasdaq: GOOG) and IBM (NYSE: IBM). Professor Shalev-Shwartz has written more than 100 research papers, focusing on machine learning, online prediction, optimization techniques and practical algorithms. In 2020, he was awarded the prestigious Michael Bruno Award for his research and his contribution to computer science and engineering. Mr. Shalev-Shwartz earned his Ph.D. from the Hebrew University of Jerusalem.

Eyal Desheh is expected to join our board of directors upon the completion of this offering. Mr. Desheh served as Chairman of the Board of Directors of Isracard Ltd. (TLV: ISCD) from 2017 to 2020. Before Isracard, Mr. Desheh served as Executive Vice President and Chief Financial Officer of Teva Pharmaceutical Industries Ltd. (NYSE: TEVA) from 2008 to 2017. Before Teva Pharmaceutical, Mr. Desheh served as Executive Vice President and Chief Financial Officer of Check Point Software Technologies Ltd. (NASDAQ: CHKP) from 2000 to 2008, Chief Financial Officer of Scailex Corporation Ltd. (formerly known as Scitex Corporation Ltd. (Nasdaq: SCTX)) (TLV: SNCM) from 1996 to 2000, and as Deputy Chief Financial Officer at Teva Pharmaceutical Industries Ltd. from 1989 to 1996. Mr. Desheh currently serves as Chairman of MigVax Ltd., Tevel Aerobotics Technologies Ltd. Mr. Desheh also serves on the board of directors of Cytoreason Ltd., One Zero Digital Bank Ltd., OrCam Technologies Ltd., and Factoree Ltd. Mr. Desheh previously served on our board of directors from 2014 to 2018. From 2013 to 2016, Mr. Desheh

served on the board of directors of Stratasys LTD (Nasdaq: SSYS). Mr. Desheh also currently serves as chairman of the audit committee of Or Shalom and as a member of the Executive Committee of the Board of Governors of The Hebrew University of Jerusalem. Mr. Desheh earned his B.A. and M.B.A. from The Hebrew University of Jerusalem. Mr. Desheh was selected to serve on our board of directors due to his extensive financial expertise, experience on a public company audit committee, and leadership experience as Chief Financial Officer.

Jon M. Huntsman, Jr. is expected to join our board of directors upon the completion of this offering. Governor Huntsman has been serving as Vice Chair, Policy at Ford Motor Company (NYSE: F) ("Ford") since 2021 and as a director of Ford since 2020. He previously also served as a director of Ford from 2012 to 2017. We currently supply our solutions to Ford through our Tier 1 customers. As disclosed elsewhere in this prospectus, some OEMs, including Ford, may be developing or may in the future develop solutions that compete with ours. Governor Huntsman served as U.S. Ambassador to Russia from 2017 to 2019 and as Chairman of the Atlantic Council, a nonprofit that promotes leadership and engagement in international affairs, from 2014 until 2017. Governor Huntsman also served as Chairman of the Huntsman Cancer Foundation, a nonprofit organization that financially supports research, education and patient care initiatives at Huntsman Cancer Institute at the University of Utah, from 2012 until 2017. Governor Huntsman served as U.S. Ambassador to China from 2009 to 2011 and held two consecutive terms as Governor of Utah from 2005 until 2009. Prior to his service as Governor, he served as U.S. Ambassador to Singapore, Deputy U.S. Trade Representative, and Deputy Assistant Secretary of Commerce for Asia. In addition to serving on the board of directors of Ford, Governor Huntsman serves on the boards of directors of Chevron Corporation (NYSE: CVX) and the Nuclear Threat Initiative. From June 2021 to April 2022, Governor Huntsman served as Vice Chair of Intel's Government Affairs Advisory Committee. Governor Huntsman also currently serves as a member on the Defense Policy Board Advisory Committee, the Executive Committee of the National Committee on U.S.-China relations, and as Chair of the World Trade Center Utah. Governor Huntsman previously served on the board of directors of Caterpillar Inc. (NYSE: CAT) and Hilton Worldwide Holdings Inc. (NYSE: HLT). Governor Huntsman earned his B.A. from the University of Pennsylvania. Governor Huntsman was selected to serve on our board of directors due to his extensive global policy experience, which brings a well-informed and international perspective to Board deliberations. Governor Huntsman's extensive experience in government service also provides our board of directors with important insight on government relations at the state, federal, and international levels.

Claire C. McCaskill is expected to join our board of directors upon the completion of this offering. Senator McCaskill has been serving as a political analyst for NBCUniversal Media, LLC and as a Corporate Speaker through the Washington Speakers Bureau since 2019. Prior to joining NBCUniversal and the Washington Speakers Bureau, Senator McCaskill served as a United States Senator from Missouri from 2007 to 2019, as State Auditor of Missouri from 1999 to 2007 and as elected County Prosecutor for Jackson County from 1992 to 1999. Senator McCaskill earned her B.A. and J.D. from the University of Missouri. Senator McCaskill was selected to serve on our board of directors due to her extensive experience in government as an elected official, which provides our board of directors with important insight on government relations at the state, federal, and international levels, and her legal background.

Christine Pambianchi is expected to join our board of directors upon the completion of this offering. Ms. Pambianchi has been serving as an Executive Vice President and Chief People Officer at Intel since 2021. Prior to joining Intel, Ms. Pambianchi served as an Executive Vice President and Chief Human Resources Officer at Verizon Communications Inc. (NYSE: VZ) from 2019 to 2021. Before Verizon, Ms. Pambianchi held several positions with Corning Incorporated (NYSE: GLW), including Executive Vice President, People & Digital from 2018 to 2019, Chief Human Resource Officer from 2008 to 2019, and Senior Vice President, Human Resources from 2000 to 2018. Ms. Pambianchi is a member of the board of directors of the National Academy of Human Resources Foundation, the Center for Advanced Human Resources Studies at Cornell University, the HR Policy Association, the Health Transformation Alliance, the Center for Executive Succession at the University of South Carolina Darla School of Management, and the Lumina Foundation. Ms. Pambianchi earned her B.A. from Cornell University. Ms. Pambianchi was selected to serve on our board of directors due to her extensive human capital experience and senior leadership positions with public companies in the technology and manufacturing sectors.

Frank D. Yeary is expected to join our board of directors upon the completion of this offering. Mr. Yeary has been serving as Principal at Darwin Capital Advisors LLC, a private investment firm, since

2012. Prior to founding Darwin Capital Advisors LLC, Mr. Yeary served as Co-Founder and Executive Chairman of CamberView Partners, LLC, a corporate governance and stockholder engagement advisory firm, from 2012 to 2018. Before CamberView, Mr. Yeary served as Vice Chancellor of the University of California, Berkeley from 2008 to 2012. Mr. Yeary also served as Managing Director, Global Head of M&A from 2003 to 2008 and as a member of the Management Committee from 2001 to 2008 at Citigroup Investment Banking. Mr. Yeary serves on the boards of directors of PayPal Holdings, Inc. (Nasdaq: PYPL) and Intel. Mr. Yeary earned his B.A. from the University of California, Berkeley. Mr. Yeary was selected to serve on our board of directors due to his financial strategy and global M&A expertise, including expertise in financial reporting.

Saf Yeboah-Amankwah is expected to join our board of directors upon the completion of this offering. Mr. Yeboah-Amankwah has been serving as a Senior Vice President and Chief Strategy Officer at Intel since 2020. Prior to joining Intel, Mr. Yeboah-Amankwah held several positions with McKinsey and Company, including Senior Partner and global head of the Transformation Practice for the Telecom, Media and Technology Practice from 2008 to 2020 and Managing Partner for the South Africa practice, among other roles, from 1994 to 2018. Mr. Yeboah-Amankwah serves on the boards of directors of the United Negro College Fund and the Defense Business Board. Mr. Yeboah-Amankwah earned his B.S. and M. Eng. from Massachusetts Institute of Technology. Mr. Yeboah-Amankwah was selected to serve on our board of directors due to his extensive experience advising tech companies on transformation, growth and operations and his experience with mergers and acquisitions.

Board of Directors

In connection with and upon the completion of this offering, we will amend and restate our certificate of incorporation and bylaws. Our amended and restated certificate of incorporation will provide that the number of directors on our board of directors shall be no less than five and established from time to time by our board of directors. Immediately after this offering, our board of directors will be composed of eight members, as set forth above. Mr. Gelsinger will serve as the chair of our board of directors. Each director will continue to serve until the election and qualification of his, her or their successor, or until the earliest of his, her or their death, resignation, or removal.

Controlled Company Exemption

We will be a "controlled company" within the meaning of the corporate governance standards of Nasdaq. As a result, we qualify for exemptions from, and have elected not to comply with, certain corporate governance requirements under the rules, including the requirements that within one year of the completion of this offering we have a board that is composed of a majority of "independent directors," as defined under the rules, and a compensation committee and a nominating and corporate governance committee that are composed entirely of independent directors. Even though we are a controlled company, we are required to comply with the rules of the SEC and Nasdaq relating to the membership, qualifications, and operations of the audit committee, as discussed below.

The rules of Nasdaq define a "controlled company" as a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company. Upon the completion of this offering, Intel will beneficially own all of the outstanding shares of our Class B common stock, representing approximately % of the voting power of our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full). Through its control of shares of common stock representing a majority of the votes entitled to be cast in the election of directors, Intel will have the ability to control the vote to elect all of our directors. Accordingly, we will qualify as a "controlled company" under the listing requirements of Nasdaq and will be able to rely on the exemptions described above. If we cease to be a controlled company and our Class A common stock continues to be listed on Nasdaq, we will no longer be able to rely on such exemptions by the date our status as a controlled company changes or within specified transition periods applicable to certain provisions, as the case may be. For example, we will have one year from the date of our status change to comply with the requirement that our board of directors must be comprised of a majority of independent directors.

Director Independence

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning his, her or their background, employment and affiliations, our board of directors has determined that each of Mr. Desheh, Senator McCaskill, Governor Huntsman, and Mr. Yeary does not have relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards of Nasdaq. In making the independence determinations with respect to our directors and director nominees, our board of directors considered the current and prior relationships that each director and director nominee has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence. For example, our board of directors considered that, between June 2021 and April 2022, Governor Huntsman served as the Vice Chair of Intel's Government Affairs Advisory Committee, for which he received aggregate compensation of less than $120,000.

Committees of the Board of Directors

Upon the completion of this offering, we will establish the following committees of our board of directors.

Audit Committee

The written charter for our audit committee will be available on our website. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus. The audit committee, among other things, will:

- review the audit plans and findings of our independent registered public accounting firm and our internal audit and risk review staff, as well as the results of regulatory examinations, and track management's corrective action plans where necessary;
- review our combined financial statements, including any significant financial items and/or changes in accounting policies, with our senior management and independent registered public accounting firm;
- review our financial risk and control procedures, compliance programs and significant tax, legal and regulatory matters;
- have the sole discretion to appoint annually our independent registered public accounting firm, evaluate its independence and performance and set clear hiring policies for employees or former employees of the independent registered public accounting firm; and
- review and approve in advance any proposed related person transactions.

Upon the completion of this offering, the members of our audit committee will be Mr. Desheh, Senator McCaskill, and Mr. Yeary. Mr. Desheh will serve as the chair of our audit committee. Rule 10A-3 of the Exchange Act and the corporate governance standards of Nasdaq require that our audit committee have at least one independent member upon the listing of our Class A common stock, have a majority of independent members within 90 days of the date of this prospectus and be composed entirely of independent members within one year of the date of this prospectus. Our board of directors has determined that Mr. Desheh, Senator McCaskill, and Mr. Yeary meet the definition of "independent director" for purposes of serving on our audit committee under Rule 10A-3 of the Exchange Act and the corporate governance standards of Nasdaq. Our board of directors has determined that each director appointed to our audit committee is financially literate. Our board of directors has determined that Mr. Desheh is an "audit committee financial expert" as such term is defined in Item 407(d)(5) of Regulation S-K.

Compensation Committee

The written charter for our compensation committee will be available on our website. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus. The compensation committee, among other things, will:

- review and approve, or recommend that our board of directors approve, the compensation of our executive officers;
- review and recommend to our board of directors the compensation of our directors;
- administer our equity incentive plan;
- approve equity grants under the 2022 Plan (as defined below) to employees and consultants and recommend such grants to directors for approval by our board of directors;
- review and approve, or make recommendations to our board of directors with respect to, incentive compensation and equity plans; and
- review our overall compensation philosophy.

Upon the completion of this offering, the members of our compensation committee will be Mr. Deshseh, Ms. Pambianchi, and Mr. Yeary. Ms. Pambianchi will serve as the chair of our compensation committee.

Nominating and Corporate Governance Committee

The written charter for our nominating and corporate governance committee will be available on our website. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus. The nominating and corporate governance committee, among other things, will:

- identify, evaluate, and recommend to our board of directors to select as nominees individuals qualified to become new directors, consistent with criteria approved by our board of directors;
- review the qualifications of incumbent directors to determine whether to recommend them for reelection at our next annual meeting of the stockholders;
- identify, evaluate, and recommend to our board of directors to appoint those directors that are qualified to serve on any committee of our board of directors;
- review and recommend to our board of directors corporate governance principles applicable to us; and
- oversee the evaluation of our board of directors.

Upon the completion of this offering, the members of our nominating and corporate governance committee will be Governor Huntsman, Ms. Pambianchi, and Mr. Yeboah-Amankwah. Mr. Yeboah-Amankwah will serve as the chair of our nominating and corporate governance committee.

Compensation Committee Interlocks and Insider Participation

None of our executive officers, employees or persons having a relationship requiring disclosure under Item 404 of Regulation S-K has served as a member of our compensation committee. None of our executive officers has served on the board of directors of another entity that has one or more executive officers serving on our board of directors.

Code of Business Conduct and Ethics

Upon the completion of this offering, we will adopt a Code of Business Conduct and Ethics that applies to all employees and each of our directors and officers, including our principal executive officer and principal financial officer. The purpose of the Code of Business Conduct and Ethics will be to promote, among other things, honest and ethical conduct, full, fair, accurate, timely, and understandable disclosure in public communications and reports and documents that we file with, or submit to, the SEC, compliance with applicable governmental laws, rules and regulations, accountability for adherence to the code and the reporting of violations thereof. The Code of Business Conduct and Ethics will be available on our website. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus.

EXECUTIVE AND DIRECTOR COMPENSATION

Compensation Discussion and Analysis

Introduction

This Compensation Discussion and Analysis section describes our compensation approach and programs for our named executive officers ("NEOs"), which include our Chief Executive Officer, Chief Financial Officer, and our three other most highly compensated executive officers for the year ended December 25, 2021. Except as otherwise indicated, the information in this section relates to the compensation of our NEOs, and the principles underlying our executive compensation policies, in respect of fiscal year 2021. Our NEOs for the year ended December 25, 2021 were as follows:

- Prof. Amnon Shashua, Chief Executive Officer;
- Anat Heller, Chief Financial Officer;
- Prof. Shai Shalev-Shwartz, Chief Technology Officer;
- Dr. Gaby Hayon, Executive Vice President, Research & Development; and
- Erez Dagan, Executive Vice President, Products & Strategy. In July 2022, Mr. Dagan resigned from his position as Executive Vice President, Products and Strategy to take on an advisory role and continues to be an employee of the Company for a temporary period of transition of his responsibilities. He is no longer deemed to be an executive officer of the Company.

The following discussion relates to the compensation of our NEOs whose compensation is disclosed below in the "Summary Compensation Table," as well as the overall principles underlying our executive compensation policies as we move toward becoming a public company.

Overview

The primary objective of our executive compensation program is to attract, motivate, and retain top talent and drive long-term value. We seek to achieve these objectives through our use of the following compensation initiatives:

- provide competitive compensation opportunities in order to attract and retain talented, high performing and experienced executive officers, whose knowledge, skills and performance are critical to our success;
- motivate our executive officers to achieve our business and financial objectives;
- align the interests of our executive officers with those of our stockholders and our own corporate goals and objectives by tying a meaningful portion of compensation directly to the long-term value and growth of our business; and
- conform compensation and governance with regular review of external market best practices.

As we transition from being a privately held company to a publicly traded company, we will continue to evaluate our philosophy and compensation program as circumstances require and we plan to continue reviewing compensation on an annual basis. As part of this review process, we expect to be guided by the philosophy and objectives outlined above, as well as other factors which may become relevant once we are a publicly traded company.

Principal Elements of Compensation

The compensation of our NEOs includes two primary elements: (i) base salary and (ii) equity compensation. Our model focuses on equity compensation as the key element of total compensation. A meaningful portion of executive pay is tied directly to stockholder outcomes and value creation through annual RSU grants. We believe awarding RSUs provides a simple, straightforward approach to tying executives' compensation to our successful business outcomes. As such, annual cash bonuses, perquisites, personal benefits and other compensation elements are not significant elements of the Company's current compensation program.

Base Salaries. Base salary is provided as a fixed source of compensation for our executive officers, including our NEOs. Adjustments to base salaries are expected to be determined annually and base salaries may be increased based on the executive officer's performance, as well as to maintain market competitiveness. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope of breadth of an executive officer's role or responsibilities.

Other Cash Compensation. We do not currently provide our NEOs with annual cash incentives or other regular cash bonuses or sales commissions.

Equity Compensation. Equity based compensation is provided to our NEOs to align their interests with those of our stockholders and is a significant component of our compensation program. Annual equity awards are generally made through time- and on occasion, performance-based restricted stock units, providing long-term incentives differentiated based on talent assessment, level of contribution and performance. The key features of our equity compensation program are described below under "— Equity-Based Compensation Prior to the Offering." We adopted a new equity incentive plan in connection with the Offering, as described below under "— Equity-Based Compensation Following the Offering."

Determination of Compensation

In fiscal year 2021 and generally in prior years, the appropriate levels of annual salary and equity compensation for our NEOs (other than our CEO) were determined by our CEO, who provided his determinations to Intel's human resources department, which communicated such determinations for consideration and final approval by the compensation committee of Intel's board of directors. Such determinations took into account each NEO's experience and roles as well the compensation practices of similar companies in our industry. Our CEO's compensation has generally been determined by the compensation committee of Intel's board of directors upon recommendations from Intel's human resources department.

Following our transition to being a publicly traded company, our compensation committee will be responsible for, or will assist our board of directors, in fulfilling its governance and supervisory responsibilities, and overseeing our human resources, succession planning, and compensation policies, processes and practices. Our compensation committee will also be responsible for ensuring that our compensation policies and practices appropriately balance of risk and reward consistent with our risk profile and do not encourage excessive risk-taking behavior by our executive officers, including our NEOs.

Upon the closing of this offering, our board of directors will adopt a written charter for the compensation committee, setting out its responsibilities for administering our compensation programs and, as applicable, reviewing and making recommendations to our board of directors concerning the level and nature of the compensation payable to our directors and officers. The compensation committee's oversight will include reviewing compensation objectives, evaluating performance, and ensuring that total compensation paid to executive officers, including our NEOs, is reasonable, and consistent with the objectives and philosophy of our compensation program.

Compensation Risk

In connection with this offering, management conducted a risk assessment of our compensation plans and practices and concluded that our compensation programs do not create risks that are reasonably likely to have a material adverse effect on the company. The objective of the assessment was to identify any compensation plans or practices that may encourage employees to take unnecessary risk that could threaten the company. No such plans or practices were identified. Our board of directors has reviewed and agrees with management's conclusion.

Base Salaries

Generally, initial salaries of our NEOs were established through arm's length negotiation at the time the individual executive officer was hired. Following the determination of initial salaries, over the years we have been conducting annual reviews of each NEO's base salary and have adjusted as necessary to reflect individual contributions and responsibilities and to maintain market competitiveness.

In fiscal year 2021, our NEOs received the following base salaries in accordance with the policies described above:

Name	2021 Salary[1] ($)	2020 Salary[1] ($)	Percentage Increase
Prof. Amnon Shashua[2]	263,417	198,674	33%
Anat Heller	265,780	265,780	0
Prof. Shai Shalev-Shwartz	761,175	761,175	0
Dr. Gaby Hayon	263,893	263,893	0
Erez Dagan[3]	261,960	263,893	0

(1) The salary figures include an amount reflecting global overtime and a high-tech addition, which is a fixed salary component for each NEO, as applicable. Such component was cancelled in March 2022, to all of the Company's employees, and the component amount was divided between the base salary and global overtime component.

(2) Prof. Shashua's monthly salary was increased in August 2020 to $21,951.41 in order to align his salary with the salaries of the Company's executive vice presidents. The amounts in the table represent the adjusted salary and percentage increase to reflect the mid-year salary increase.

(3) The difference between Mr. Dagan's 2020 salary and his 2021 salary is the result of unpaid absence days taken in 2021 rather than a determination of a smaller base salary.

Other Compensation — Retirement and Welfare Benefits

Our executives generally receive benefits required under Israeli law or that are customary for senior executives in Israel, such as reimbursement of expenses, paid vacation days, sick leave, pension and/or a manager's insurance policy and Advanced Study Fund. The retirement and welfare benefit programs are a necessary element of the total compensation package to ensure a competitive position in attracting and retaining a committed workforce. Participation in these programs is not tied to performance.

- *Pension and Severance Benefits*. In Israel, we generally provide our executives, including our NEOs, with severance, pension, disability and Advanced Study Fund benefits in line with both Israeli law and customary compensation practices among technology companies. Israeli law generally requires Israeli employers to pay severance benefits upon (i) the retirement or death of an employee; (ii) termination of employment by the employer (except in circumstances that permit the employer to terminate the employment of the employee without paying severance amounts); or (iii) in certain circumstances, termination of employment by the employee. In accordance with Israeli law, the severance benefit is equal to one month's salary (at the most recent salary prior to termination) for each full year of employment and a pro rata portion of one month's salary for each portion of a year of employment following the first full year of employment. For pension and severance purposes the Company generally contributes a monthly amount equal to 14.83% of the employee's salary toward manager insurance/pension funds. For pension purposes, we contribute 6.5% of the employee's salary and the employee contributes 6% of their salary. For severance compensation purposes, we generally contribute a monthly amount equal to 8.33% of the employee's salary. If the employee is eligible to receive severance, as described above, and the contributions to the applicable funds are not sufficient to cover such severance entitlement, the Company will supplement the severance payments to ensure compliance with legal requirements.
- *Health and Welfare Plans*. Generally, benefits available to our Israel-based employees are available to all employees on the same basis, which include welfare benefits, annual vacation leave, sick leave, convalescence pay, transportation expense reimbursement, Advanced Study Fund, life and disability insurance and other customary or mandatory social benefits in Israel. Furthermore, Israeli employees and employers are required to pay predetermined sums to the National Insurance Institute of Israel. These amounts also include payments for national health insurance. The payments to the National Insurance Institute amount to approximately 19.6% of wages (up to monthly wages of approx. NIS 45,075, approximately $14,314), of which the employee contributes approximately 7%

toward natural insurance and 5% toward national health insurance and the employer contributes approximately 7.6% toward national insurance.

Executive Benefits and Perquisites

- *Lease of Automobiles*. As is customary in Israel, we lease automobiles for certain of our NEOs, including for Anat Heller and Shai Shalev-Shwartz. The lease amount and the applicable taxes are deducted from Ms. Heller's salary on a monthly basis (NIS 4,900, approximately $1,556, per month). Prof. Shwartz's automobile lease is paid for by the Company and Prof. Shwartz pays for the taxes incurred in connection with this benefit.

Equity-Based Compensation

Equity-Based Compensation Prior to the Offering

Until the date of this offering, executive officers of the Company have been incentivized and rewarded through the grant of Intel equity awards under the Intel Corporation 2006 Equity Incentive Plan (the "Intel Plan"). Equity awards were granted under the Intel Plan to our executive officers, including our NEOs, based upon the recommendation of our CEO and subject to the approval of the compensation committee of Intel's board of directors. The CEO recommends the grant of equity awards based on the value and contributions of each executive to the Company as well as market conditions and the equity compensation of high technology talent in Israel. Our CEO's compensation has generally been determined by the compensation committee of Intel's board of directors upon recommendations from Intel's human resources department.

In prior years, including in fiscal year 2021, the key component of our equity-based compensation program has been the grant of restricted stock units. All outstanding equity awards awarded under the Intel Plan that were granted prior to the offering will continue to vest and remain outstanding under the Intel Plan following the offering. Equity awards outstanding as of December 25, 2021 are set forth in the "Outstanding Equity Awards at Fiscal Year-End Table" below. It is anticipated that new equity awards in the form of restricted stock units, or other forms of awards that may be approved by our compensation committee from time to time following the offering, will be granted pursuant to the Company's 2022 Equity Incentive Plan, as described in further detail below.

In fiscal year 2021, our NEOs received the following equity award grants in accordance with the process and policies described above:

Name	Number of Intel RSUs
Prof. Amnon Shashua	—
Anat Heller	11,121
Prof. Shai Shalev-Shwartz	66,724
Dr. Gaby Hayon	41,663
Erez Dagan	41,663

Restricted Stock Unit Awards

Restricted stock units have been granted under the Intel Plan to our executive officers annually, typically in October. Our CEO evaluates the awards to be granted to the management team, including our NEOs, and recommends such awards to Intel's human resources department, who then seeks the approval of Intel's compensation committee. The CEO evaluates performance as well as prior year targets when making recommendations. The restricted stock unit awards typically vest annually over a three-year period, subject to continued employment with the Company. In October 2021, the compensation committee of Intel's board of directors approved grants of restricted stock units to our executive officers as set forth in the "Summary Compensation Table" and "Grants of Plan-Based Awards Table in the Fiscal Year Ended December 25, 2021," below.

Option Awards

In 2017, when Mobileye was acquired by Intel, certain option awards held by then-current executives were converted into Intel option awards (the "2017 Options"). As of 2021 fiscal year end, all 2017 Options that were granted to our NEOs are fully vested. The option awards exercised in fiscal year 2021 are set forth in the "Option Exercises and Stock Vested Table" below. The 2017 Options that remain outstanding are reflected in the "Outstanding Equity Awards at Fiscal Year-End Table" below. Since Mobileye was acquired by Intel in 2017, executives have been granted only time-based restricted stock units, except for the performance-based awards granted to Erez Dagan, as summarized below.

Performance Awards

Performance awards may be granted to our NEOs on occasion. When granted, they are intended to align interests of executives with those of stockholders through the use of measures the Company believes drives its long-term success. The compensation committee of Intel's board of directors granted a performance-based equity award to our NEO, Erez Dagan, who is currently the only NEO who holds a performance-based equity award, as further described below. We may also consider performance based equity to our CEO from time to time.

The performance-based equity awards granted to Mr. Dagan are reflected in the "Outstanding Equity Awards at Fiscal Year-End Table" below. In fiscal year 2021, we did not grant any performance-based awards to our NEOs.

Equity-Based Compensation Following the Offering

Following the offering, we will establish a compensation committee that will be responsible for making recommendations for equity awards to be granted to our executive officers. In connection with the offering, the Company has adopted the Mobileye Holdings Inc. 2022 Equity Incentive Plan, which will be renamed and approved as the Mobileye Global Inc. 2022 Equity Incentive Plan prior to the offering (the "2022 Plan"), which was adopted by our board of directors on January 30, 2022 and approved by our stockholders on , 2022. The 2022 Plan will allow the compensation committee to make equity-based incentive awards to our employees, consultants and outside directors.

Authorized Shares. The maximum number of shares that may be issued under the 2022 Plan will be shares, subject to adjustment upon certain changes in the Company's capitalization. The shares issued under the 2022 Plan may be authorized and unissued shares, or reacquired common stock, including shares purchased by the Company on the open market for purposes of the plan.

The share reserve under the 2022 Plan will be subject to adjustment in the event of a stock dividend, stock split, combination of shares, extraordinary dividend of cash and/or assets, recapitalization, reorganization or any similar equity restructuring transacting affecting shares. Any shares subject to an award which for any reason expires or terminates unexercised or is not earned in full may again be made subject to an award under the plan; however, the following shares may not again be made available for issuance as awards under the plan: (i) shares not issued or delivered as a result of the net settlement of an outstanding stock appreciation right, (ii) shares used to pay the exercise price or withholding taxes related to an outstanding award, or (iii) shares repurchased on the open market, if applicable, with the proceeds of the option exercise price. The maximum number of shares that may be issued as incentive stock options under the 2022 Plan may not exceed shares.

Administration. The 2022 Plan will be administered by our compensation committee. Our compensation committee will have full power to take the following actions, subject to the provisions of the 2022 Plan:

- to prescribe, amend and rescind rules and regulations relating to the 2022 Plan, including the forms of award agreement and manner of acceptance of an award, and to take or approve such further actions as it determines necessary or appropriate to the administration of the 2022 Plan and awards;
- to determine which persons are eligible to receive awards and to grant awards to such persons;

- to establish or vary the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting and/or ability to retain any award;
- to prescribe and amend the terms of the agreements or other documents evidencing awards made under the plan;
- to determine whether, and the extent to which, adjustments are required;
- to cancel any award, without consideration, and without requirement of the consent of the participant;
- to interpret and construe the plan and any rules and regulations under the 2022 Plan and award granted thereunder; and
- to make all other determinations deemed necessary or advisable for the administration of the 2022 Plan.

Eligibility. Persons eligible to participate in the 2022 Plan will be those employees, outside directors and consultants, as selected from time to time by our compensation committee in its discretion.

Options. The 2022 Plan permits the granting of both options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Code and options that do not so qualify. The option exercise price of each option will be determined by our compensation committee but may not, generally, be less than 100% of the fair market value of our common stock on the date of grant. The term of each option will be fixed by our compensation committee and may not exceed 10 years from the date of grant. Our compensation committee will determine at what time or times each option may be exercised.

Stock Appreciation Rights. Our compensation committee will be able to award stock appreciation rights subject to such conditions and restrictions as it may determine. Stock appreciation rights entitle the recipient to shares of common stock, or cash, equal to the value of the appreciation in our stock price over the exercise price. The exercise price may not be less than 100% of the fair market value of our common stock on the date of grant. The term of each stock appreciation right will be fixed by our compensation committee and may not exceed 10 years from the date of grant. Our compensation committee will determine at what time or times each stock appreciation right may be exercised.

Restricted Stock and Restricted Stock Units. Our compensation committee will be able to award restricted shares of common stock and RSUs to participants subject to such conditions and restrictions as it may determine. These conditions and restrictions may include the achievement of certain performance goals and/or continued employment with us through a specified vesting period. No condition that is based on performance criteria and level of achievement versus such criteria shall be based on performance over a period of less than one year. Dividends or dividend equivalent rights shall be payable in cash or in additional shares with respect to RSUs only to the extent specifically provided for by the compensation committee.

Amendment. Subject to certain restrictions, our board of directors may amend, alter or discontinue the 2022 Plan and the board of directors or the compensation committee may to the extent permitted by the 2022 Plan, amend any award agreement, provided that stockholder approval will be obtained for any amendment required to be submitted for stockholder approval to comply with applicable stock market or exchange rules and regulations. No amendment or alteration which would impair the rights of any participant, will be made without the participant's consent, provided, no such consent is required if the compensation committee otherwise determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Company, the plan or the award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such award, or that any such diminishment has been adequately compensated.

No awards may be granted under the 2022 Plan after the date that is ten years from the date immediately preceding the registration date and no incentive stock options may be granted under the 2022 Plan after the date that is ten years from the date the 2022 Plan was approved by the board of directors. No awards under the 2022 Plan have been made prior to the date hereof.

New Equity Awards and Other Compensation

In connection with the offering, we are making the following additional equity grants to our NEOs:

Prof. Amnon Shashua:

Upon successful completion of the IPO, Prof. Shashua will be eligible to receive: (i) an annual base salary of $800,000, which we anticipate will be retroactive to January 1, 2022; and (ii) an annual equity award representing approximately $14,200,000, with specific terms of the award to be determined. Additionally, Prof. Shashua has the option to invest up to $10,000,000 of his own capital in Mobileye, and such investment may be made, if Prof. Shashua so elects, by purchasing shares of our Class A common stock in this offering. Furthermore, if such investment is made, it will be matched on a three-to-one basis through grants of additional awards of our equity, vesting 50% in the fourth year following the completion of this offering and 50% in the fifth year following the completion of this offering, with specific terms of the grant to be determined.

Other NEOs:

Name and Principal Position[1]	Grant Year	Total Grant of RSUs ($)[2]
Anat Heller, Chief Financial Officer	2022	3,284,565
Prof. Shai Shalev-Shwartz, Chief Technology Officer	2022	13,006,708
Dr. Gaby Hayon, Executive Vice President, Research & Development	2022	3,284,565

(1) As noted above, in July 2022, Mr. Dagan resigned from his position as an executive officer. Accordingly, he will not receive an executive officer RSU award in connection with the offering.

(2) The new equity grants to the other NEOs will be in the form of RSUs and will be granted upon successful completion of the offering. The number of shares subject to each of the RSU grants will be determined at or around the time of the offering based on the total target amount reflected in the table and the share price on the date of grant. The RSUs are expected to be vested over a three-year period, in accordance with a vesting schedule to be determined by the compensation committee, and of which a portion will vest six months following the date of grant.

Other Compensation/Benefit Programs Following this Offering

In connection with the offering, we have not established for our NEOs any additional compensation plans and programs other than the 2022 Plan and the awards granted thereunder.

Report of the Compensation Committee on Executive Compensation

The Compensation Committee has reviewed and discussed the "Executive Compensation — Compensation Discussion and Analysis" section with our management. Based upon this review and discussion, it was recommended to include the Compensation Discussion and Analysis in this S-1.

Summary Compensation Table

Name and Principal Position	Year	Salary ($)[1]	Stock Awards ($)[2]	All Other Compensation ($)[3]1	Total ($)
Prof. Amnon Shashua, Chief Executive Officer	2021	263,417	—	68,952[4]	332,369
Anat Heller, Chief Financial Officer	2021	265,780	511,897	57,317[5]	834,994
Prof. Shai Shalev-Shwartz, Chief Technology Officer	2021	761,175	3,071,287	31,441[6]	3,863,903
Dr. Gaby Hayon, Executive Vice President, Research & Development	2021	263,893	1,917,736	62,686[7]	2,244,315
Erez Dagan, Executive Vice President, Products & Strategy	2021	261,960	1,917,736	63,170[8]	2,242,866

(1) Salary paid in NIS. The amounts are converted according to the closing foreign exchange rate U.S. dollar/NIS for December 25, 2021 at $3.149. The salary figure includes the NEO's base salary and global overtime.

(2) The amounts reported reflect the aggregate grant date fair value of each stock award computed in accordance with FASB ASC Topic 718 or under the assumptions noted. For information regarding the assumptions used in determining the fair value of an award shown in this column, please refer to Note 18 to Intel Corporation's financial statements contained in its Annual Report on Form 10-K for the year ended December 25, 2021, filed with the SEC on January 27, 2022.

(3) Amounts reported in this column include benefits and perquisites, including those mandated by Israeli law.

(4) The "All Other Compensation" amount reported for Prof. Amnon Shashua represents pension benefit contributions of $39,188, an Advanced Study Fund contribution of $15,805, a patent grant cash award of $7,302, and other miscellaneous benefits.

(5) The "All Other Compensation" amount reported for Anat Heller represents pension benefit contributions of $37,823, an Advanced Study Fund contribution of $14,984, and other miscellaneous benefits.

(6) The "All Other Compensation" amount reported for Prof. Shai Shalev represents a pension benefit contribution of $6,782, a patent grant cash award of $6,968, an automobile allowance of $11,813, and other miscellaneous benefits.

(7) The "All Other Compensation" amount reported for Dr. Gaby Hayon represents pension benefit contributions of $40,587, an Advanced Study Fund contribution of $16,033, and other miscellaneous benefits.

(8) The "All Other Compensation" amount reported for Erez Dagan represents pension benefit contributions of $39,856, an Advanced Study Fund contribution of $15,903, and other miscellaneous benefits.

Grants of Plan-Based Awards in the Year Ended December 25, 2021

		Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units (#)[1]	All Other Option Awards: Number of Securities Underlying Options (#)	Closing Price on Date of Grant ($/Sh)[2]	Grant Date Fair Value of Stock and Option Awards[3]
Name	Grant Date	Threshold ($)	Target ($)	Maximum ($)	Threshold (#)	Target (#)	Maximum (#)				
Prof. Amnon Shashua, Chief Executive Officer	—	—	—	—	—	—	—	—	—	—	—
Anat Heller, Chief Financial Officer	10/30/2021	—	—	—	—	—	—	11,121	—	49.00	511,897
Prof. Shai Shalev-Shwartz, Chief Technology Officer	10/30/2021	—	—	—	—	—	—	66,724	—	49.00	3,071,287
Dr. Gaby Hayon, Executive Vice President, Research & Development	10/30/2021	—	—	—	—	—	—	41,663	—	49.00	1,917,736
Erez Dagan, Executive Vice President, Products & Strategy	10/30/2021	—	—	—	—	—	—	41,663	—	49.00	1,917,736

(1) On October 30, 2021, each of Anat Heller, Prof. Shai Shalev, Dr. Gaby Hayon and Erez Dagan, received a grant of restricted stock units under the Intel Plan in the amounts shown, as described in the Compensation Discussion and Analysis, under the caption "Equity-Based Compensation — Equity-Based Compensation Prior to the Offering — Restricted Stock Units." Unless otherwise noted in the footnotes, these restricted stock units vest in annual installments over three years following the vesting commencement date.

(2) Represents the closing price on the date of grant of a share of Intel common stock.

(3) Amounts reflect the full grant-date fair value of restricted stock units granted during 2021 calculated in accordance with ASC 718. For information regarding the assumptions used in determining the fair value of an award shown in this column, please refer to Note 18 to Intel Corporation's financial statements contained in its Annual Report on Form 10-K for the year ended December 25, 2021, filed with the SEC on January 27, 2022.

Employment and Other Agreements

We have entered into employment agreements with Messrs. Shashua, Shwartz, Hayon and Dagan and Ms. Heller, which are summarized below. Each agreement is governed by Israeli law and provides for customary non-competition and non-solicitation provisions during the term of the agreements and for twelve months after termination of their employment for any reason (except for Prof. Shashua whose non-competition and non-solicitation provisions continue for eighteen months).

Prof. Shashua

Prof. Shashua is the founder and Chief Executive Officer of the Company and has been with the Company since 1999. On July 24, 2014, we entered into an amended employment agreement with Prof. Shashua. The employment agreement provides for Prof. Shashua's employment through a term of at least five years, and sets forth his annual salary, eligibility to receive grants of option awards, vacation leave (24 days), sick leave, reimbursement for reasonable travel and other business expenses, and eligibility to participate in benefit plans generally. Prof. Shashua's employment agreement also ensures certain payments under an accepted manager's insurance scheme or pension fund in the following amounts: (i) 8.33% of his salary for severance, (ii) 6.5% of his salary for pension (Prof. Shashua also contributes 6% of his salary toward such fund) and (iii) up to 2.5% of his salary towards disability insurance. The Company also maintains an Advanced Study Fund, under which the Company contributes an amount equal to 7.5% of his gross salary (representing 80% of the sum of salary, travel expense and convalesce) on a monthly basis, and Prof. Shashua contributes 2.5% of his gross salary on a monthly basis. If Prof. Shashua's employment is terminated for reasons other than for "cause" (as defined in his employment agreement), or he resigns from the Company by "deemed dismissal" (as defined in his employment agreement) then he is entitled to receive, in addition to any severance payments, his base salary and all other benefits and entitlements under his employment agreement and any other agreement, for two months following the date of his termination. In addition, all unvested option awards and restricted stock unit awards will immediately vest. If Prof. Shashua's employment is terminated for reasons other than for "cause" or he resigns from the Company by "deemed dismissal" in connection with a "change in control" (as defined in his employment agreement), he is entitled to receive such benefits and entitlements for a period of twelve months.

Prof. Shwartz

On August 2, 2010, we entered into an employment agreement with Prof. Shai Shalev-Shwartz, our Chief Technology Officer. The employment agreement sets forth his annual salary, global overtime, high-tech addition, which is a fixed salary component (as described in footnote 1 to the table under "Base Salaries" above), vacation leave (21 days), sick leave, reimbursement for travel expenses, and monthly convalescence pay. The Company also contributes the following amounts towards an accepted manager's insurance policy (Bituach Menahalim): a sum equal to 8.33% of his "Contribution Salary" (as such term is defined below) for severance purposes, 6.5% of his "Contribution Salary" and for pension purposes (Prof. Shwartz also contributes 6% of his "Contribution Salary" toward such fund). "Contribution Salary" for purposes of his agreement means an amount approximately equal to the national average salary.

The Company and Prof. Shwartz may terminate his employment agreement for any reason by providing thirty days' prior written notice or pay in lieu of notice. Prof. Shwartz is entitled to the transfer of the funds in his severance fund, only if his termination would entitle him to severance under the Severance Pay Law 5723-1963.

Dr. Hayon

On August 1, 1999, we entered into an employment agreement with Dr. Hayon, our Executive Vice President of Research & Development. The employment agreement sets forth his annual salary, vacation

leave (24 days), sick leave and reimbursement for business related expenses. Dr. Hayon is also entitled to global overtime and was entitled to high-tech addition, which is a fixed salary component (as described in footnote 1 to the table under "Base Salaries" above). The Company also contributes the following amounts toward an accepted manager's insurance policy (Bituach Menahalim): a sum equal to 8.33% of his salary for severance purposes, 6.5% of his salary for pension purposes (Dr. Hayon also contributes 6% of his salary toward such fund) and up to 0.55% of his salary towards disability insurance. Dr. Hayon's employment agreement also ensures certain payments to an Advanced Study Fund, under which the Company contributes an amount equal to 7.5% of his gross salary (representing 80% of the sum of salary, travel expense and convalesce) on a monthly basis, and Dr. Hayon contributes 2.5% of his gross salary on a monthly basis.

The Company and Dr. Hayon may terminate his employment agreement for any reason by providing thirty days' prior written notice or pay in lieu of notice. Dr. Hayon is entitled to the transfer of the funds in his severance fund, only if his termination would entitle him to severance under the Severance Pay Law 5723-1963.

Mr. Dagan

Mr. Dagan joined the Company in February 2003. On October 1, 2016, we entered into the current employment agreement with Mr. Dagan. The employment agreement sets forth his annual salary, global overtime, high-tech addition, which is a fixed salary component (as described in footnote 1 to the table under "Base Salaries" above), vacation leave (24 days), sick leave, reimbursement for travel expenses and monthly convalescence pay. The Company also contributes the following amounts toward an accepted manager's insurance policy (Bituach Menahalim) and Provident Fund: a sum equal to 8.33% of his salary for severance purposes, 6.5% of his salary for pension purposes (Mr. Dagan also contributes 6% of his salary toward such fund) and up to 0.55% of his salary towards disability insurance. Mr. Dagan's employment agreement also ensures certain payments to an Advance Study Fund, under which the Company contributes an amount equal to 7.5% of his gross salary (representing 80% of the sum of salary, travel expense and convalesce) on a monthly basis, and Mr. Dagan contributes 2.5% of his gross salary on a monthly basis.

The Company and Mr. Dagan may terminate his employment agreement for any reason by providing thirty days' prior written notice or pay in lieu of notice. Mr. Dagan is entitled to the transfer of the funds in his severance fund, only if his termination would entitle him to severance under the Severance Pay Law 5723-1963.

As noted above, in July 2022, Mr. Dagan resigned from his position as Executive Vice President, Products and Strategy to take on an advisory role and continues to be an employee of the Company for a temporary period of transition of his responsibilities. He continues to be employed under his employment agreement for this period but is no longer deemed to be an executive officer of the Company.

Ms. Heller

Ms. Heller, our Chief Financial Officer, joined the Company in April 2008. On September 1, 2015, we entered into the current employment agreement with Ms. Heller. The employment agreement sets forth Ms. Heller's annual salary, global overtime, high-tech addition, which is a fixed salary component (as described in footnote 1 to the table under "Base Salaries" above), vacation leave (24 days), sick leave, reimbursement for travel expenses and, monthly convalescence pay. The Company also contributes the following amounts toward an accepted manager's insurance policy (Bituach Menahalim) and pension fund: a sum equal to 8.33% of her salary for severance purposes, 6.5% of her salary for pension purposes (Ms. Heller also contributes 6% of her salary toward such fund) and up to 0.55% of her salary towards disability insurance. Ms. Heller's employment agreement also ensures certain payments to an Advance Study Fund, under which the Company contributes an amount equal to 7.5% of her gross salary (representing 80% of the sum of salary, travel expense and convalesce) on a monthly basis, and Ms. Heller contributes 2.5% of her gross salary on a monthly basis.

The Company and Ms. Heller may terminate her employment agreement for any reason by providing thirty days' prior written notice or pay in lieu of notice. Ms. Heller is entitled to the transfer of the funds in her severance fund, only if her termination would entitle her to severance under the Severance Pay Law 5723-1963.

Pension Benefits; Nonqualified Deferred Compensation

The Company does not maintain a non-qualified deferred compensation plan for the benefit of the NEOs and none of the NEOs participate in a defined benefit pension plan maintained by the Company.

Outstanding Equity Awards at Fiscal Year-End Table

		Option Awards					Stock Awards			
Name	Date of Grant	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)[2]	Market Value of Shares or Units of Stock That Have Not Vested ($)[3]	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)[3]
Prof. Amnon Shashua, Chief Executive Officer	8/8/2017	1,278,053	—	—	33.03	9/6/22	—	—	—	—
	8/8/2017	2,098,578	—	—	26.89	8/15/23	—	—	—	—
Anat Heller, Chief Financial Officer	10/30/2020	—	—	—	—	—	8,063[5]	413,713	—	—
	10/30/2021	—	—	—	—	—	11,121[6]	570,619	—	—
Prof. Shai Shalev-Shwartz, Chief Technology Officer	10/30/2020	—	—	—	—	—	48,373[7]	2,482,019	—	—
	10/30/2021	—	—	—	—	—	66,724[8]	3,423,609	—	—
Dr. Gaby Hayon, Executive Vice President, Research & Development	10/30/2020	—	—	—	—	—	30,204[9]	1,549,767	—	—
	10/30/2021	—	—	—	—	—	41,663[10]	2,137,729	—	—
Erez Dagan, Executive Vice President, Products & Strategy	4/9/2019	—	—	67,500[1]	55.165	4/9/2029	—	—	—	—
	4/9/2019	—	—	—	—	—	—	—	22,500[4]	1,154,475
	10/30/2020	—	—	—	—	—	30,204[11]	1,549,767	—	—
	10/30/2021	—	—	—	—	—	41,663[12]	2,137,729	—	—

(1) Represents options granted to Erez Dagan under the Intel Plan that are subject to both time- and performance-based vesting requirements. The options granted may vest (if at all) in three equal installments on the following dates: February 1, 2021, February 1, 2022, and February 1, 2023, subject to satisfying certain stock price performance hurdles prior to February 1, 2024. The performance-based vesting terms are based on achieving stock price performance hurdles prior to February 1, 2024. The stock price performance hurdle is a period of thirty (30) consecutive trading days in which the closing price of a share of the Intel common stock reported on Nasdaq is at least the greater of (1) 30% over the closing price of the Intel common stock on February 1, 2019, or (2) 15% over the closing price of Intel common stock on the grant date. If the stock price performance hurdles are not achieved prior to February 1, 2024, the option will expire and will be canceled.

(2) Represents restricted stock units granted under the Intel Plan. Restricted stock units vest in annual installments over three years on each anniversary of the grant date, subject to continued employment.

(3) Determined with reference to $51.31, the closing price of a share of Intel common stock on the last trading day before December 25, 2021.

(4) Represents performance-based restricted stock units granted to Erez Dagan under the Intel Plan on April 9, 2019. Half of the units time vested on February 1, 2022, and the remaining units will time-vest on February 1, 2024, subject to satisfying certain stock price performance hurdles prior to February 1, 2024. The number of restricted stock units that will ultimately vest are subject to satisfying certain stock price performance hurdles with a threshold of 50%, target of 100% and maximum of 200%. The stock price performance hurdle is based on achieving specified hurdles for any consecutive thirty (30)

trading days, ending on or prior to February 1, 2024. The stock price performance hurdles are as follows: (i) if the threshold of $63.349 per share of common stock is achieved then 50% of the units will vest and become payable, (ii) if the target of $73.095 is achieved, then 100% of the units will vest and become payable and (iii) if the maximum of $97.460 is achieved, then 200% of the units will vest and become payable.

(5) On October 30, 2020, a total of 17,916 RSUs were granted with the following vesting schedule: October 30, 2021 — 9,853 RSUs; October 30, 2022 — 4,838 RSUs and October 30, 2023 — 3,225 RSUs.

(6) On October 30, 2021, a total of 11,121 RSUs were granted with the following vesting schedule: October 30, 2022 — 4,782 RSUs; October 30, 2023 — 3,169 RSUs; and October 30, 2024 — 3,170 RSUs.

(7) On October 30, 2020, a total of 107,495 RSUs were granted with the following vesting schedule: October 30, 2021 — 59,122 RSUs; October 30, 2022 — 29,023 RSUs; and October 30, 2023 — 19,350 RSUs.

(8) On October 30, 2021, a total of 66,724 RSUs were granted with the following vesting schedule: October 30, 2022 — 28,691 RSUs; October 30, 2023 — 19,016 RSUs; and October 30, 2024 — 19,017 RSUs.

(9) On October 30, 2020, a total of 67,120 RSUs were granted with the following vesting schedule: October 30, 2021 — 36,916 RSUs; October 30, 2022 — 18,122 RSUs; and October 30, 2023 — 12,082 RSUs

(10) On October 30, 2021, a total of 41,663 RSUs were granted with the following vesting schedule: October 30, 2022 — 17,915 RSUs; October 30, 2023 — 11,874 RSUs; and October 30, 2024 — 11,874 RSUs.

(11) On October 30, 2020, a total of 67,120 RSUs were granted with the following vesting schedule: October 30, 2021 — 36,916 RSUs; October 30, 2022 — 18,122 RSUs; and October 30, 2023 — 12,082 RSUs.

(12) On October 30, 2021, a total of 41,663 RSUs were granted with the following vesting schedule: October 30, 2022 — 17,915 RSUs; October 30, 2023 — 11,874 RSUs; and October 30, 2024 — 11,874 RSUs.

Option Exercises and Stock Vested Table

	Option Awards		Stock Awards	
Name	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise ($)[1]	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting ($)[2]
Prof. Amnon Shashua, Chief Executive Officer	2,666,660	78,430,176	—	—
Anat Heller, Chief Financial Officer	—	—	9,853	485,753
Prof. Shai Shalev-Shwartz, Chief Technology Officer	—	—	102,643	5,107,999
Dr. Gaby Hayon, Executive Vice President, Research & Development	7,244.00	216,967	36,916	1,819,959
Erez Dagan, Executive Vice President, Products & Strategy	6,974.00	242,278	36,916	1,819,959

(1) The value realized has been calculated by multiplying the number of shares acquired upon exercise by the difference between the exercise price and the closing market price of Intel common stock on the date of exercise.

(2) The value reported is the Intel market value (average of high and low price of a share of Intel common stock on the Nasdaq) on the date of release multiplied by the number of shares that vested.

Potential Payments Upon Termination or Change-In-Control

The table below quantifies certain compensation and benefits that would have become payable to our CEO if his employment had terminated on December 25, 2021, as a result of each of the termination scenarios set forth in the table.

Named Executive Officer	Termination Scenario	Cash Severance[1] ($)	RSU Acceleration ($)	Stock Option Acceleration ($)	Other ($)	Total ($)
Prof. Amnon Shashua, Chief Executive Officer	Termination without Cause or a Deemed Dismissal	158,705	—	—	55,395[3]	214,100
	Termination as a result of Change in Control	158,705	—	—	332,369[2]	491,074

(1) The amounts detailed in this column reflect the supplement payment the Company will be required to pay in case the termination is initiated by the Company. Such supplement amounts, together with the amounts accumulated in the severance funds, reflect the entire severance amount Prof. Shashua would have been entitled to in case of termination on the relevant date.

(2) Termination as a result of a Change in Control (as defined in Prof. Shashua's employment agreement) entitles Prof. Shashua to his salary and all other benefits and entitlements under his agreement for a period of twelve months. This amount reflects Prof. Shashua's salary and other benefits and entitlements for a twelve-month period. This amount reflects Prof. Shashua's salary and other benefits and entitlements for a twelve-month period. Such other benefits and entitlements represent pension benefit contributions, Advanced Study Fund contributions, patent grant cash award amounts and other miscellaneous benefits, as set forth in the "All Other Compensation" column of the Summary Compensation Table (which reflects the amount paid in fiscal year 2021), payable under these termination circumstances for a twelve-month period.

(3) Termination without Cause or termination in the event of Deemed Dismissal (as defined in Prof. Shashua's employment agreement), entitles Prof. Shashua to his salary and all other benefits and entitlements under his agreement for a period of two months. This amount reflects Prof. Shashua's salary and other benefits and entitlements for a two-month period. Such other benefits and entitlements represent pension benefit contributions, Advanced Study Fund contributions, patent grant cash award amounts and other miscellaneous benefits, as set forth in the "All Other Compensation" column of the Summary Compensation Table (which reflects the amount paid in fiscal year 2021), but payable under these termination circumstances for only the two-month period.

For our NEOs other than Prof. Shashua (whose notice is as set forth above), if their employment agreement is terminated for any reason, they are entitled to thirty days' prior written notice or pay in lieu of notice. Additionally, each NEO would be entitled to the transfer of the funds in their severance fund and potentially an additional amount if the specific termination would entitle the executive to severance under the Severance Pay Law 5723-1963 ("Severance Pay Law"). If the employment of Ms. Heller and Messrs. Shalev-Shwartz, Hayon or Dagan had terminated on December 25, 2021, under circumstances that entitle them to severance under the Severance Pay Law, they would have received a payout for severance in the amount of $71,431, $470,549, $186,712 and $104,987, respectively, which amounts do not include those amounts that would be transferred to such NEO from the NEO's severance and other funds.

Director Compensation

In connection with the offering, we expect to implement a director compensation program, which will be designed to attract and retain the most qualified individuals to serve on our board of directors. We expect our board of directors, through our compensation committee, to be responsible for reviewing and approving any changes to directors' compensation arrangements. We expect that our outside directors will be compensated with RSUs in the Company on an annual basis, or a combination of cash and RSUs in the Company on an annual basis, in either case, consistent with market practice. Our directors will also be reimbursed for their reasonable out of pocket expenses incurred in connection with their roles as directors. In addition, we do not expect that directors will be entitled to receive compensation for services rendered to us in any other capacity. Directors who are employees of Mobileye and who receive a salary from us as our employees or receive a salary from one of our subsidiaries as their employees, will not be entitled to receive any additional compensation for their services in acting as directors, but would be entitled to reimbursement of their reasonable out of pocket expenses incurred in acting as directors.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

In addition to the director, director nominee and executive officer compensation arrangements discussed above in the section entitled "Executive and Director Compensation," this section describes transactions, or series of related transactions, during our last three fiscal years or as currently proposed, to which we were a party or will be a party, in which:

- the amount involved exceeded or will exceed $120,000; and
- any of our directors, director nominees, executive officers, or beneficial owners of more than 5% of any class of our capital stock, or any members of the immediate family of and any entity affiliated with any such person, had or will have a direct or indirect material interest.

Historical Related Party Transactions

Prior to this offering, we have operated as part of Intel's broader corporate organization rather than as a stand-alone public company. Intel has performed or supported various corporate services for us, and we have engaged in various transactions with Intel. The previous arrangements we had with Intel and/or other related persons are described below.

Equity Conversion Arrangements for Purposes of Funding Acquisitions

For purposes of its acquisition of Mobileye, Intel entered into a loan agreement in 2017 to make available to us up to an aggregate principal amount of $20 billion (the "2017 Loan"). The principal amount of the 2017 Loan was denominated in U.S. dollars and the interest rate was based on the short term quarterly Applicable Federal Rate published by the Internal Revenue Service.

In 2019, the outstanding principal balance of $15.3 billion on the 2017 Loan was converted to equity as a contribution by Intel to us, thereby canceling the principal. In 2020, $679 million of accrued interest was converted to equity as a contribution by Intel to us.

There was no outstanding principal or interest balance as of December 25, 2021 and December 26, 2020. Interest expense recognized by us totaled $0 million, $1 million, and $257 million for the years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively.

Loan Arrangements

We entered into a series of bilateral lending/borrowing arrangements with Intel. The purposes of the facilities are to enable bilateral cash movements between the parties. The arrangements are denominated in U.S dollars.

In 2017, we and Intel entered into a bilateral lending/borrowing arrangement ("Arrangement 1") to make available to either party up to an aggregate principal amount of $1.5 billion. Arrangement 1 has a mechanism for automatic renewal for additional periods of one year each. In 2021, Arrangement 1 was amended to increase the capacity from $1.5 billion to $1.8 billion, and the maturity date was automatically renewed to December 2022.

In 2017, we and Intel entered into a bilateral lending/borrowing arrangement ("Arrangement 2") to make cash available to either party up to an aggregate principal amount of $750 million. Arrangement 2 has a mechanism for automatic renewal for additional periods of one year each. In March 2022, Arrangement 2 was amended to increase the aggregate principal amount available to draw from $750 million to $1.0 billion and the maturity date was extended to March 2023.

In 2021, we and Intel entered into a bilateral lending/borrowing arrangement ("Arrangement 3" and, together with Arrangement 1 and Arrangement 2, the "Bilateral Loan Arrangements") to make cash available to either party up to an aggregate principal amount of $100 million. Arrangement 3 has a mechanism for automatic renewal for additional periods of one year each, and in July 2022 the maturity date was automatically renewed to July 2023. In March 2022, Arrangement 3 was amended to increase the aggregate principal amount available to draw from $100 million to $500 million. The interest rate is based on an applicable margin of 0.0% with an option for Intel to elect to increase or decrease the applicable margin on

or after the first day of the 2022 fiscal year. If Intel elects to increase the applicable margin, the spread adjustment would be reflective of the difference between three-month LIBOR and the term Secured Overnight Financing Rate ("SOFR").

In March 2022, due to reference rate reform, Arrangement 1 and Arrangement 2 were amended to change the interest rate from LIBOR to SOFR based.

The total outstanding balance under the Bilateral Loan Arrangements is approximately $901 million and $1.3 billion as of July 2, 2022 and December 25, 2021, respectively. Interest income recognized by us totaled $4 million and $2 million for the six months ended July 2, 2022 and June 26, 2021, respectively.

Dividend Note

In connection with the Reorganization, on April 21, 2022, we distributed to Intel the Dividend Note, a promissory note pursuant to which Cyclops Holdings Corporation, which will be one of our consolidated subsidiaries following the completion of the Reorganization, agreed to pay Intel an aggregate principal amount of $3.5 billion. The Dividend Note is scheduled to mature on April 21, 2025 and accrues interest at a rate equal to 1.26% per annum, such interest to accrue quarterly. Prior to June 30, 2024, such interest will be paid by being automatically added to the outstanding principal amount of the loan and will thereafter be payable quarterly in cash in arrears and shall also be payable upon any prepayment, whether in whole or in part, to the extent accrued on the amount being prepaid, and upon maturity. Under the Dividend Note, we have the right, at our option, on any business day, to prepay the loan, including principal and any accrued interest thereon, in whole or in part without premium or penalty. We intend to use a portion of the net proceeds that we receive from this offering to repay indebtedness under the Dividend Note. Intel informed us that it intends to contribute to Mobileye Global Inc. any remaining portion of the Dividend Note in excess of such repayment prior to the completion of this offering, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. See "Use of Proceeds."

Dividend

In connection with the Reorganization, on May 12, 2022, we declared and paid the Dividend in an aggregate amount of $336 million to Intel, net of $14 million of cash paid to tax authorities to settle related tax obligations.

Stock Compensation Recharge Agreement

We entered into a stock compensation recharge agreement with Intel, which requires us to reimburse Intel for certain amounts relating to the value of share-based compensation provided to our employees for RSUs or stock options exercisable in Intel stock. The reimbursement amounts were $162 million, $78 million and $75 million for 2021, 2020 and 2019, respectively. The reimbursement amount was $48 million for the six months ended July 2, 2022.

Hedging Services

We entered into a hedging services agreement with Intel, according to which we are entitled to a certain allocation of the gains and losses arising from the execution of the hedging contracts. The cost associated with these services were immaterial.

Development Services and Lease

We have historically relied on Intel to provide certain development services, including research, technical work on technology, products and solutions, construction and ancillary administrative services and use of space in Intel's building in Israel. The Company paid for these services on a quarterly basis. These costs are included as part of our combined statements of operations and comprehensive income (loss) primarily on a specific and direct attribution basis, as described in Note 2 of our combined financial statements included elsewhere in this prospectus.

Travel Related Expenses

We have reimbursed our Chief Executive Officer for reasonable travel related expenses incurred while conducting business on behalf of our company. For 2021, 2020 and 2019, travel related reimbursements were $1.1 million, $0.5 million and $1.2 million, respectively. For the six months ended each of July 2, 2022 and June 26, 2021, travel-related reimbursements totaled $0.3 million.

Cross-License Agreement

We are party to an agreement with Intel under which (i) we grant to Intel a royalty-free, nonexclusive, nontransferable, perpetual, irrevocable, sublicensable under certain circumstances, and worldwide license under patents and patent applications owned or controlled by us, and (ii) Intel grants to us a royalty-free, nonexclusive, nontransferable, and worldwide license, sublicense, or other right, as applicable, under certain patents and patent applications of other Intel subsidiaries and certain third parties. Any license, sublicense, or other right granted by Intel to us with respect to third-party patents and patent applications (or specific claims thereof) included in the grant in clause (ii) may be revoked (effective as of the date specified by Intel) by Intel, in whole or in part, at any time (and automatically terminates once Intel can no longer extend such rights to us under the applicable third-party license agreement), and all licenses, sublicenses or other rights from Intel with respect to patents and patent applications of other Intel subsidiaries included in the grant by Intel to us in clause (ii) automatically terminate once Intel's ownership of our common stock falls below 50%. The license granted by us to Intel in clause (i) survives even if Intel's ownership of our common stock falls below 50%, but solely with respect to patents and patent applications owned or controlled by us as of or prior to such time. The agreement will continue until the expiration of the last to expire of the patents and patent applications included in the grants in clauses (i) and (ii), unless earlier terminated by Intel at any time for its convenience.

Transactions to be Entered into in Connection with this Offering

Transfers of Assets

In connection with the Reorganization, we acquired from Intel in a series of transfers in 2022 certain assets related to our business for an aggregate amount of approximately $7.8 million and recruited from Intel certain employees aligned with our business, in each case, along with certain liabilities, and, on May 31, 2022, we entered into an agreement with Intel pursuant to which, on such date, we legally purchased from Intel 100% of the issued and outstanding equity interests of the Moovit entities for an aggregate amount of $900 million that is payable to Intel.

Facilities Arrangements

In connection with this offering, we plan to enter into lease arrangements with Intel for certain facilities in Israel, including in Jerusalem (which includes a data center and workshop), Petah Tikva, and Haifa, for a monthly rent to be agreed between us and Intel and into use and access arrangements with Intel for certain facilities in the United States, Germany, and China for a monthly payment to be agreed between us and Intel.

Contribution and Subscription Agreement

In connection with and prior to the completion of this offering, we plan to enter into the Contribution and Subscription Agreement with Intel, pursuant to which Intel will transfer to Mobileye Global Inc. (i) 100% of the equity interests of Cyclops Holdings Corporation, such that Cyclops Holdings Corporation will become a direct, wholly owned subsidiary of Mobileye Global Inc., and (ii) the Dividend Note with respect to $ and accrued interest thereon, in each case, effective as of the date of the Contribution and Subscription Agreement, collectively as a contribution on existing capital in exchange for shares of our Class B common stock. We intend to use a portion of the net proceeds that we receive from this offering (which such portion will first be transferred to Cyclops Holdings Corporation from Mobileye Global Inc. as a contribution on existing capital) to repay the remaining portion of indebtedness under the Dividend Note in excess of the portion contributed by Intel, so that no amounts under the Dividend Note would remain owed by us to Intel after the completion of this offering and such repayment. See "Use of Proceeds."

Intercompany Agreements

Prior to the completion of this offering, we intend to enter into the following Intercompany Agreements with Intel that will provide a framework for our ongoing relationship with Intel.

Master Transaction Agreement

The Master Transaction Agreement, which will become effective as of the completion of this offering, contains key provisions relating to our ongoing relationship with Intel. The Master Transaction Agreement also contains agreements relating to the conduct of this offering and future transactions, and will govern the relationship between Intel and us subsequent to this offering. Unless otherwise required by the specific provisions of the Master Transaction Agreement, the Master Transaction Agreement will terminate on a date that is five years after the first date upon which Intel ceases to beneficially own at least 20% of our outstanding shares of common stock. The provisions of the Master Transaction Agreement related to our cooperation with Intel in connection with future litigation will survive seven years after the termination of the agreement, and provisions related to indemnification by us and Intel and certain other provisions will survive indefinitely. The following sets forth the key terms of the Master Transaction Agreement.

This Offering. We will use our reasonable commercial efforts to satisfy certain conditions to the completion of this offering, which conditions include, among others, that (i) this registration statement shall have been declared effective by the SEC, and there shall be no stop order in effect with respect thereto, (ii) actions and filings with regard to applicable securities and blue sky laws of any state (and any comparable laws under any foreign jurisdictions) shall have been taken and, where applicable, have become effective or been accepted, (iii) our Class A common stock to be issued in this offering shall have been accepted for listing on the Nasdaq, subject only to official notice of issuance, (iv) we shall have entered into the underwriting agreement for this offering and all conditions to the obligations of Mobileye and the underwriters shall have been satisfied or waived by the party that is entitled to the benefit thereof, (v) Intel shall be satisfied, in its sole discretion, that it will have an ownership percentage of at least 80.1% immediately following the consummation of this offering, and we will have no class of our capital stock other than the Class A and Class B common stock outstanding, immediately following this offering, and (vi) no order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of this offering or any of the other transactions contemplated by the Master Transaction Agreement or any Intercompany Agreement shall be in effect. Intel may, in its sole and absolute discretion, choose to proceed with or abandon this offering. All costs and expenses of Mobileye and Intel relating to this offering will be paid by us.

Registration Rights. We will provide Intel, after the date that is 180 days after the closing of this offering or such earlier date as provided in the Master Transaction Agreement, with certain registration rights to register our common stock, because the shares of our common stock held by Intel after this offering will be deemed "restricted securities" as defined in Rule 144 under the Securities Act. Accordingly, Intel may only sell a limited number of shares of our common stock into the public markets without registration under the Securities Act. At the request of Intel, we will use our commercially reasonable efforts to register shares of our common stock that are held by Intel after the closing of this offering, or subsequently acquired, for public sale under the Securities Act on a registration statement on Form S-1 or any similar long form registration statement (a"Long-Form Registration") or on a registration statement on Form S-3 or any similar short form registration statement at such time Mobileye qualifies to use such short from registration statement (a "Short-Form Registration"). Intel may initially request up to two Long-Form Registrations in any calendar year and three Short-Form Registrations, though no Long-Form Registrations may be requested in any calendar year after such time as we are eligible to use Form S-3. Intel may also request that we file a resale shelf registration statement to register the resale under the Securities Act of its registrable securities after such time as we are eligible to use Form S-3. Intel will be entitled to three underwritten shelf takedowns per calendar year and each such underwritten shelf takedown will be deemed a demand registration for purposes of the limit on Short-Form Registrations. We will also provide Intel with "piggy-back" rights to include its shares in future registrations by us or others of our securities under the Securities Act. There is no limit on the number of these "piggy-back" registrations in which Intel may request its shares be included. Intel's registration rights will remain in effect until the earlier of the date on which the shares of our common stock held by Intel (i) have been disposed of in accordance with an effective

registration statement, (ii) have been distributed to the public in accordance with Rule 144 or may be sold without restriction pursuant to Rule 144(k) under the Securities Act, (iii) have been otherwise transferred to a non-affiliated entity and any subsequent disposition of them do not require registration or qualification under the Securities Act, or (iv) have ceased to be outstanding. We have agreed to cooperate in these registrations and related offerings. All expenses payable in connection with such registrations will be paid by us, except that Intel will pay all its own internal administrative and its own legal and similar costs and underwriting discounts and commissions applicable to the sale of its shares of our common stock.

Future Distributions. We will cooperate with Intel, at its request, to accomplish a distribution by Intel of our common stock to Intel stockholders which is intended to qualify as a distribution under Section 355 of the Code, or any corresponding provision of any successor statute, and we have agreed to promptly take any and all actions reasonably necessary or desirable to effect any such distribution. Intel will determine, in its sole and absolute discretion, whether to proceed with all or part of the distribution, the date of the distribution and the form, structure and all other terms of any transaction to effect the distribution. A distribution may not occur at all. At any time prior to completion of the distribution, Intel may decide to abandon the distribution, or may modify or change the terms of the distribution, which could have the effect of accelerating or delaying the timing of the distribution.

Most Favored Status. So long as Intel beneficially owns at least 20% of our common stock, we will sell Intel our commercially available products, including EyeQ® SoCs, for internal use, but not for resale on a standalone or bundled basis. We and Intel agree to hold the other in most favored status with respect to products purchased or sold for internal use, meaning that the product prices, terms, warranties and benefits provided between us and Intel shall be comparable to or better than the equivalent terms being offered by the party providing the products to any single, present customer of such party.

Anti-Dilution Option. We will grant Intel a continuing right to purchase from us shares of Class A common stock or Class B common stock as is necessary for Intel to maintain an aggregate ownership interest of our common stock representing at least 80.1% of our common stock outstanding. This option may be exercised by Intel in connection with any issuance by us of common stock other than pursuant to this offering (including the exercise of the underwriters' option to purchase additional shares in this offering) or any stock option or executive or employee compensation plan, except where the issuance pursuant to a stock option or executive or employee compensation plan would cause Intel's percentage ownership of common stock to fall below 80.1%. If we issue our common stock for cash consideration as permitted in the foregoing sentence other than pursuant to a stock option or executive compensation plan that causes Intel's percentage ownership of common stock to fall below 80.1%, upon the exercise of the option, Intel will pay a price per share of Class A common stock equal to the offering price paid by us in the related issuance of common stock and a price per share of Class B common stock equal to the fair market value thereof as determined in good faith by our board of directors. If we issue our common stock for non-cash consideration or pursuant to a stock option or executive compensation plan that causes Intel's percentage ownership of common stock to fall below 80.1%, upon exercise of the option, Intel will pay a price per share of Class A common stock equal to the closing price of our common stock as quoted on the Nasdaq on the date for which a determination is being made and a price per share of Class B common stock equal to the fair market value thereof as determined in good faith by our board of directors. Intel's option to maintain its ownership percentage in us will terminate on the earlier of the date of a distribution under Section 355 of the Code, or any corresponding provision of any successor statute, the date upon which Intel beneficially owns shares of common stock representing less than 80% in aggregate ownership interest in our common stock, and the date on which, if the option has been transferred to a subsidiary of Intel, that subsidiary ceases to be a subsidiary of Intel.

Indemnification. We and Intel will have cross-indemnities that generally place the financial responsibility on us and our subsidiaries for all liabilities associated with the current and historical Mobileye business and operations, and generally will place on Intel the financial responsibility for liabilities associated with all of Intel's other current and historical businesses and operations, in each case regardless of the time those liabilities arise. We and Intel will also each indemnify the other with respect to breaches of the Master Transaction Agreement or any Intercompany Agreement. In addition, we will indemnify Intel against liabilities arising from misstatements or omissions of material fact in this prospectus or the registration statement of which it is a part, except for misstatements or omissions of material fact relating to information

that Intel provided to us specifically for inclusion in this prospectus or the registration statement of which it forms a part. We will also indemnify Intel against liabilities arising from any misstatements or omissions of material fact in our subsequent SEC filings and from information we provide to Intel specifically for inclusion in Intel's annual or quarterly reports following the completion of this offering, but only to the extent that the information pertains to us or our business or to the extent Intel provides us prior written notice that the information will be included in its annual or quarterly reports and the liability does not result from the action or inaction of Intel. In addition, Intel will indemnify us for liabilities arising from misstatements or omissions of material fact with respect to information that Intel provided to us specifically for inclusion in this prospectus or the registration statement of which it forms a part, to the extent that such information pertains to Intel or Intel's business. Intel will also indemnify us against liabilities arising from information Intel provides to us specifically for inclusion in our annual or quarterly reports following the completion of this offering, but only to the extent that the information pertains to Intel or Intel's business or to the extent we provide Intel prior written notice that the information will be included in our annual or quarterly reports and the liability does not result from our action or inaction. Further, Intel will indemnify us against any liabilities relating to payments of consideration to former equityholders of Mobileye N.V. under Intel's 2017 agreement to purchase Mobileye.

Release. The Master Transaction Agreement contains a general release for liabilities arising from events occurring on or before the time of this offering. Under this provision, we will release Intel and its subsidiaries, successors and assigns, and Intel will release us and our subsidiaries, successors and assigns, from any liabilities arising from past events between us on the one hand, and Intel on the other hand, occurring on or before the time of this offering, including in connection with the activities to implement this offering. The general release does not apply to liabilities allocated between the parties under the Master Transaction Agreement or other Intercompany Agreements or to specified ongoing contractual arrangements.

Accounting Matters. For so long as Intel provides us with accounting and financial services under the Administrative Services Agreement that we will enter into with Intel, and to the extent necessary for purpose of preparing financial statements or completing a financial statement audit, we will provide Intel as much prior notice as reasonably practical of any change in the independent certified public accountants to be used by us or our subsidiaries for providing an opinion on our consolidated financial statements. We will also use our commercially reasonable efforts to enable our auditors to complete a sufficient portion of our audit and provide Intel with all financial and other information on a timely basis such that Intel may meet its deadlines for its filing annual and quarterly financial statements.

Legal Policies. Until the later of Intel ceasing to be a "controlling person" of us as defined in the Securities Act and such date that Intel ceases to provide us with legal, financial or accounting services under the Administrative Services Agreement, we will comply with all Intel rules, policies and directives identified by Intel as critical to legal and regulatory compliance, to the extent such rules, policies and directives have been previously communicated to us, and will not adopt legal or regulatory policies or directives inconsistent with the policies identified by Intel as critical to legal and regulatory compliance.

Non-Solicitation: For a period of two years following the closing of this offering, we and Intel will not, directly or indirectly, solicit active employees of the other without prior consent by the other, provided we both have agreed to give such consent if either party believes, in good faith, that consent is necessary to avoid the resignation of an employee from one party that the other party would wish to employ.

Remaining Intel Awards: All outstanding options to purchase shares of Intel and all other Intel equity awards held by Mobileye Group employees at the time of the initial public offering will continue to be outstanding until the earliest of (i) the date the award is exchanged pursuant to any issuer exchange offer undertaken by us and Intel, (ii) the date the award is exercised or expires under the terms of the applicable award agreement and (iii) the date such award is canceled as a result of a Mobileye Group employee being terminated or, if later, the end of any post-termination exercise period specified in the award agreement or by the applicable equity plans' administrative committees.

Minimum Cash Requirement: Immediately after completion of this offering and on a pro forma basis after all expenses of this offering have been paid (and after giving effect to any repayment of any indebtedness by us to Intel and any other transactions contemplated to occur substantially concurrently with this offering), Intel agrees to ensure that we will have $ in cash, cash equivalents, or marketable securities.

Notifiable Transactions: Intel will use commercially reasonable efforts to provide three months' advance notice to our board of directors in the event that Intel intends to pursue a transaction (even if no such transaction is imminent or probable at such time) which is reasonably expected to cause Intel's ownership in us to fall below 50% of our total issued and outstanding shares of common stock.

Administrative Services Agreement

Under the Administrative Services Agreement, which will become effective prior to the completion of this offering, Intel will provide us with administrative, financial, legal, tax, and other services. Intel will provide such services to us with substantially the same degree of skill and care as such services have been provided to us during the twelve months prior to the date of this offering. We will pay fees to Intel for the services rendered based on pricing per service agreed between us and Intel.

The initial term of the Administrative Services Agreement will expire two years from the completion of this offering and will be extended automatically for successive three-month terms unless one of the parties elects not to renew. Prior to the expiration of the initial term and any subsequent renewal term, we will agree with Intel to adjust the level of service under the agreement, as necessary, to accurately reflect the future level of services we require. We have the right to terminate any of the services provided by Intel under the Administrative Services Agreement at any time upon thirty days' prior written notice of termination to Intel, or if Intel fails to perform any of its material obligations under the Administrative Services Agreement and such failure continues for at least thirty days after receipt by Intel of written notice of such failure from Mobileye.

Furthermore, we will be responsible for any damages, and will indemnify Intel for all reasonable expenses, in connection with actions or inactions reasonably required to be performed, or directed by us to be performed, in connection with the services rendered or to be rendered under the Administrative Services Agreement, except to the extent that such losses are caused by the breach of the Administrative Services Agreement, gross negligence, bad faith, or willful misconduct of Intel or where indemnification would not be permitted by law. Intel will be responsible for any damages, and will indemnify us for all reasonable expenses, in connection with the breach of the Administrative Services Agreement, gross negligence, bad faith or willful misconduct of Intel in connection with the services rendered or to be rendered under the Administrative Services Agreement, except to the extent that such losses are caused by our breach of the Administrative Services Agreement, gross negligence, bad faith, or willful misconduct.

Employee Matters Agreement

The Employee Matters Agreement, which will become effective as of the completion of this offering, will allocate assets, liabilities and responsibilities relating to employees, employment matters, compensation and benefit plans and other related matters. The Employee Matters Agreement generally provides that Mobileye will assume certain employment-related liabilities with respect to Mobileye and certain former Intel employees for periods of time prior to and after the date the employee becomes employed by a Mobileye entity, or, for other certain former Intel employees, with respect to liabilities arising after the date such employees become employees of a Mobileye entity from an Intel entity, provided that Intel will generally retain liabilities under its employee benefit plans.

Technology and Services Agreement

The Technology and Services Agreement, which will become effective as of, or prior to, the completion of this offering, will provide a framework for the collaboration on technology projects and services between us and Intel ("Technology Projects"), and will set out the licenses granted by each party to its respective technology for the conduct of the Technology Projects, provisions relating to the ownership of certain existing technology, the allocation of rights in any new technology created in the course of the Technology Projects, and certain provisions applicable to the development of a certain radar product of ours. The Technology and Services Agreement will not apply to projects for the development and manufacture of a lidar sensor system for automobiles, for which the LiDAR Product Collaboration Agreement will apply. Pursuant to the Technology and Services Agreement, we and Intel will agree to statements of work with additional terms for Technology Projects.

Each party retains ownership of its intellectual property rights to existing technology, except that we assign to Intel certain radar-related technology. Intel will solely own all intellectual property rights to new technology created by either party under Technology Projects that falls within a defined field related to Intel's business (including technology related to certain semiconductor, radar, lidar, and automotive technology). We will solely own, and Intel will assign to us, intellectual property rights to certain modifications to our existing technology (the intellectual property rights, modifications and existing technology will be agreed in a statements of work). Where new technology created in a Technology Project is outside Intel's defined field, each party will own such new technology where the new technology is solely created by that party. For any new technology outside of Intel's field that is jointly created, the parties will jointly own the copyright and trade secrets in such technology, and will allocate and license any patent rights between themselves. Each party grants the other a development license for the conduct of the Technology Projects to any technology disclosed under statements of work. Deliverables are also licensed to the receiving party by the providing party for use in accordance with the statements of work.

Intel will own all intellectual property rights in all new technology created under the Technology and Services Agreement that is a certain category of radar technology, largely related to improvements or modifications to Intel's own radar technology, and retains ownership of all its existing intellectual property in such radar technology. We will assign our intellectual property rights in this technology to Intel, as well as in certain radar technology created by our personnel prior to the completion of this offering, primarily related to their work on certain radar technology. Intel will assign back to us certain intellectual property rights to a certain subset of radar technology created by our employees after the completion of this offering. Intel will grant us worldwide, perpetual, irrevocable, royalty-free licenses under certain intellectual property rights to certain radar technology for the purpose of our development and manufacturing of certain types of external environment-sensing radar sensor products for ADAS and AV in automobiles.

The Technology and Services Agreement will include confidentiality restrictions with respect to Technology Projects and related technology and a limited Intel non-compete with respect to certain radar technology for a period of up to five years from the effective date of the Technology and Services Agreement. Except with respect to claims of infringement of intellectual property rights, breaches of a license or confidentiality obligations, or any liability which cannot be limited under applicable law, any liability of the parties to one another under the Technology and Services Agreement will be capped to the aggregate amounts paid or payable by us to Intel under the agreement for any development services. The Technology and Services Agreement will have a term of two years, and will automatically renew for one-year renewal periods, unless the agreement is terminated for a party's material breach, a party's bankruptcy or insolvency, or advance notice of nonrenewal is given.

LiDAR Product Collaboration Agreement

The LiDAR Product Collaboration Agreement, which will become effective as of or prior to the completion of this offering, will provide the terms that will apply to our collaboration with Intel for the development and manufacture of a lidar sensor system for ADAS and AV in automobiles ("LiDAR Projects"). The LiDAR Product Collaboration Agreement will further provide that, under a profit-sharing model, Intel will manufacture certain components (silicon photonics integrated circuits and grating and mirrors) for us to market and sell as part of a FMCW lidar sensor system solely for external environment sensing for ADAS and AV in automobiles. The parties intend that for a limited period of up to 5 years, we will have certain exclusive rights for the marketing and selling of the initial FMCW lidar sensor system for defined uses, with annual plans for sales and marketing of the sensor system to be agreed by the parties. The parties will also negotiate the possibility of developing and manufacturing future generations of the components for similar lidar sensor systems.

Pursuant to the LiDAR Product Collaboration Agreement, Intel will grant us a worldwide, royalty-free license under certain trade secret rights and copyrights for certain identified lidar technology for internal development of an external environment-sensing FMCW lidar sensor system for ADAS and AV solely for a LiDAR Project and subject to certain project restrictions. We will own the intellectual property rights to certain new system technology for FMCW lidar sensor systems created solely by our personnel under the LiDAR Product Collaboration Agreement that is developed after the completion of this offering, and will grant to Intel a worldwide, royalty-free license under certain trade secret rights and copyrights for the system

technology to use, copy and modify the system technology solely for a LiDAR Project. Intel will own all other new technology created during the term of the LiDAR Product Collaboration Agreement which falls into a defined category of lidar and other technology, and we will assign to Intel our intellectual property rights in this technology and certain lidar technology which our personnel created before the completion of this offering (primarily technology based on Intel's own technology). Intellectual property rights in other technology developed under LiDAR Projects will be solely owned if the technology was solely created by a party, and for any jointly created intellectual property rights the parties will jointly own copyright and trade secrets, and allocate and license patent rights between them.

The LiDAR Product Collaboration Agreement will include confidentiality restrictions with respect to LiDAR Projects and related technology and a limited Intel non-compete with respect to certain lidar technology for a period of up to five years from the effective date of the agreement. Except with respect to claims of infringement of intellectual property rights, breaches of a license or confidentiality obligations, or any liability which cannot be limited under applicable law, any liability of the parties to one another under the LiDAR Product Collaboration Agreement will be capped to the aggregate amounts paid or payable by us to Intel under the agreement for any development services. The LiDAR Product Collaboration Agreement will have a term of ten years subject to automatic 24-month renewal periods unless notice of nonrenewal is given. Either party may terminate the LiDAR Product Collaboration Agreement for any reason by giving 24-month notice to the other party, and additional termination rights arise if Intel shuts down, sells, or transfers the factory operations for silicon photonics or if we cease lidar development or sale, as well as for a party's material breach or bankruptcy or insolvency.

Tax Sharing Agreement

We have been previously included in the Consolidated Group and in certain other Combined Groups. Pursuant to the Tax Sharing Agreement, which will become effective as of the completion of this offering, we generally will make payments to Intel such that, with respect to tax returns for any taxable period in which we or any of our subsidiaries are included in the Consolidated Group or any Combined Group, the amount of taxes to be paid by us will be determined by computing the excess (if any) of any taxes due on any such return over the amount that would otherwise be due if such return were recomputed by excluding us and/or our included subsidiaries. Intel will prepare pro forma tax returns for us with respect to any tax return filed with respect to the Consolidated Group or any Combined Group in order to determine the amount of tax sharing payments under the Tax Sharing Agreement. We will be responsible for any taxes with respect to tax returns that include only us and/or our subsidiaries. However, to the extent the taxes due on any such return are lower than they would be if such return were recomputed by excluding us and/or our included subsidiaries, we will not receive any payment for such tax benefit.

Intel will be primarily responsible for controlling and contesting any audit or other tax proceeding. Disputes arising between the parties relating to matters covered by the Tax Sharing Agreement are subject to resolution through specific dispute resolution provisions.

We have been included in the Consolidated Group for the most recent annual period. It is expected that we will be included in the Consolidated Group following this offering. Each member of a consolidated group during any part of a consolidated return year is jointly and severally liable for the tax on the consolidated return of such year and for any subsequently determined deficiency thereon. Similarly, in some jurisdictions, each member of a consolidated, combined or unitary group for state, local or foreign income tax purposes is jointly and severally liable for the state, local or foreign income tax liability of each other member of the consolidated, combined or unitary group. Accordingly, although the Tax Sharing Agreement allocates tax liabilities between us and Intel, for any period in which we were included in the Consolidated Group or any Combined Group, we could be liable in the event that any income tax liability was incurred, but not discharged, by any other member of any such group.

As of the date of this prospectus, Intel does not intend or plan to undertake a spin-off of our stock to Intel stockholders. Nevertheless, we and Intel have agreed to set forth our respective rights, responsibilities and obligations with respect to any possible spin-off in the Tax Sharing Agreement. If Intel were to decide to pursue a possible spin-off, we have agreed to cooperate with Intel and to take any and all actions reasonably requested by Intel in connection with such a transaction. We have also agreed not to knowingly take or

fail to take any actions that could reasonably be expected to preclude Intel's ability to undertake a tax-free spin-off. In the event Intel completes a spin-off, we have agreed not to take certain actions, such as asset sales or contributions, mergers, stock issuances or stock sales within the two years following the spin-off without first obtaining the opinion of tax counsel or an IRS ruling to the effect that such actions will not result in the spin-off failing to qualify as a tax-free spin-off. In addition, we generally would be responsible for, among other things, (i) any taxes resulting from the failure of a spin-off to qualify as a tax-free transaction to the extent such taxes are attributable to, or result from, any action or failure to act by us or certain transactions involving us following a spin-off and (ii) a percentage of such taxes to the extent such taxes are not attributable to, or do not result from, any action or failure to act by either us or Intel.

Policies and Procedures for Related Person Transactions

Prior to the completion of this offering, our board of directors will adopt a written statement of policy regarding transactions with related persons (the "Related Person Policy"). The Related Person Policy requires that a "related person" (as defined in Item 404(a) of Regulation S-K) must disclose to our legal department any "related person transaction" (defined as any transaction since the beginning of our then-last fiscal year that is anticipated to be reportable by us under Item 404(a) of Regulation S-K in which we were or are to be a participant and the amount involved exceeds $120,000 and in which any related person had or will have a direct or indirect material interest) and all material facts with respect thereto. Our legal department will then communicate that information to our audit committee or the chair thereof. No related person transaction will be executed without the approval or ratification of our board of directors, acting through our audit committee or chair thereof. In reviewing any such proposal, our audit committee or chair thereof is to consider the relevant facts of the transaction, including the related person's interest in the transaction, the terms of the transaction, the purpose of, and the potential benefits to us of, the transaction, and any other information regarding the transaction or the related person that would be material to investors in light of the circumstances of the particular transaction. It is our policy that directors interested in a related person transaction will recuse themselves from any vote on a related person transaction in which they have an interest.

Indemnification of Directors and Officers

Our amended and restated bylaws will provide that we will indemnify our directors and officers to the fullest extent permitted by the DGCL. In addition, our amended and restated certificate of incorporation will provide that our directors will not be liable for monetary damages for breach of fiduciary duty to the fullest extent permitted by the DGCL. In addition, we expect to enter into an indemnification agreement with each of our directors and executive officers in connection with this offering, which requires us to indemnify them. For more information regarding these agreements, see "Description of Capital Stock — Limitations on Liability and Indemnification of Directors and Officers."

Directed Share Program

At our request, the underwriters have reserved up to shares of Class A common stock, or % of the shares to be issued by us and offered by this prospectus, for sale at the initial public offering price to our directors and to the directors, executive officers, and certain employees of Intel. Shares purchased through the directed share program will not be subject to a lock-up restriction, except in the case of shares purchased by any of our directors. The number of shares of Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Morgan Stanley & Co. LLC will administer our directed share program.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock immediately prior to and following the completion of this offering by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of the outstanding shares of any class of our common stock;
- each of our directors, director nominees and named executive officers individually; and
- all of our directors, director nominees and executive officers as a group.

The number of shares of common stock outstanding before this offering and the corresponding percentage of beneficial ownership are based on shares of our Class A common stock and shares of our Class B common stock outstanding as of , 2022. The number of shares of common stock outstanding after this offering and the corresponding percentage of beneficial ownership are based on the number of shares of common stock issued and outstanding as of , 2022 after giving effect to the offering, assuming no exercise of the underwriters' option to purchase additional shares.

In addition, the following table does not reflect any shares of Class A common stock that may be purchased pursuant to our directed share program described under "Underwriting — Directed Share Program" or otherwise in this offering.

The number of shares beneficially owned by each stockholder is determined under rules issued by the SEC and includes voting or investment power with respect to securities. Under these rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power. In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to equity awards or other rights held by such person that are currently exercisable or will become exercisable within 60 days after , 2022 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person. The information provided in the table and related footnotes below do not give effect to any potential participation by the stockholders named therein, including any of our directors or executive officers, in the reserve share program with respect to this offering. Each of the stockholders listed has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

	Shares of Common Stock Beneficially Owned Before this Offering					Shares of Common Stock Beneficially Owned After this Offering				
	Class A		Class B		% of Total Voting Power	Class A		Class B		% of Total Voting Power
Name of Beneficial Owner	Shares	% of Class	Shares	% of Class	Pre-Offering	Shares	% of Class	Shares	% of Class	Post-Offering
5% Stockholders										
Intel Corporation[1]		%		%			%			%
Named Executive Officers, Directors and Director Nominees[2]										
Amnon Shashua		%		%			%			%
Patrick P. Gelsinger		%		%			%			%
Anat Heller		%		%			%			%
Erez Dagan[3]		%		%			%			%
Gavriel Hayon		%		%			%			%
Shai Shalev-Shwartz		%		%			%			%
Eyal Desheh		%		%			%			%
Jon M. Huntsman Jr.		%		%			%			%
Claire McCaskill		%		%			%			%
Chrsitine Pambianchi		%		%			%			%
Frank D. Yeary		%		%			%			%
Saf Yeboah-Amankwah		%		%			%			%
All executive officers, directors, and director nominees as a group (12 persons)		%		%			%			%

(1) Includes shares of our Class B common stock held directly by Intel Overseas Funding Corporation. Intel Corporation has dispositive voting and investment power over and therefore beneficial ownership of the shares held by Intel Overseas Funding Corporation. The principal business address of each of Intel Corporation and Intel Overseas Funding Corporation is 2200 Mission College Blvd. Santa Clara, CA 95052.

(2) Unless otherwise indicated, the principal business address of each person is c/o Mobileye Global Inc., Har Hotzvim, 13 Hartom Street P.O. Box 45157 Jerusalem 9777513, Israel.

(3) In July 2022, Mr. Dagan resigned from his position as Executive Vice President, Products and Strategy to take on an advisory role and continues to be an employee of the Company for a temporary period of transition of his responsibilities. He is no longer deemed to be an executive officer of the Company.

DESCRIPTION OF CAPITAL STOCK

The description below of our capital stock and provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries and are qualified by reference to the amended and restated certificate of incorporation and the amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus is part, and by the applicable provisions of Delaware law.

General

Upon completion of this offering, our authorized capital stock will consist of shares of capital stock, par value $0.01 per share, of which:

- shares are designated as Class A common stock;
- shares are designated as Class B common stock; and
- shares are designated as preferred stock.

After the completion of this offering, we will be a "controlled company" within the meaning of the corporate governance standards of Nasdaq. See "Management — Controlled Company Exemption." Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Under our amended and restated certificate of incorporation, we will be authorized to issue up to shares of common stock, including shares of our Class A common stock and shares of our Class B common stock.

Common Stock

We have two classes of authorized common stock: Class A common stock and Class B common stock. The rights of the holders of our Class A common stock and Class B common stock will be identical, except with respect to voting, transfer, and conversion rights.

Voting Rights

Holders of our Class A common stock will be entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Holders of our Class B common stock will be entitled to ten votes for each share held of record on all matters submitted to a vote of stockholders. The holders of our Class A common stock and the holders of our Class B common stock will generally vote together as a single class on all matters submitted to a vote of our stockholders, unless otherwise required by Delaware law or our amended and restated certificate of incorporation. Delaware law could require either holders of our Class A common stock or holders of our Class B common stock to vote separately in the following circumstances:

- if we were to seek to amend our amended and restated certificate of incorporation to increase or decrease the par value of a class of our capital stock, then that class would be required to vote separately to approve the proposed amendment; and
- if we were to seek to amend our amended and restated certificate of incorporation in a manner that alters or changes the powers, preferences, or special rights of a class of our capital stock in a manner that affected its holders adversely, then that class would be required to vote separately to approve the proposed amendment.

Our amended and restated articles of incorporation that will become effective immediately prior to the effective time of this registration statement will provide that stockholders are not entitled to cumulative voting for the election of directors. As a result, the holders of a majority of our voting shares can elect all of the directors then standing for election.

Immediately following the completion of this offering, investors purchasing shares of our Class A common stock in this offering will hold approximately % of the voting power of our outstanding common stock (or approximately % if the underwriters exercise their option to purchase additional

shares of our Class A common stock in full). Intel, which will beneficially own all of the outstanding shares of our Class B common stock, will beneficially own approximately % of the voting power our common stock (or approximately % if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) and, as a result, will have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of our directors and the approval of significant corporate transactions.

The holders of one-third of the voting power of our capital stock issued and outstanding, present in person or represented by proxy, will constitute a quorum at all meetings of the stockholders for the transaction of business.

Conversion

Each share of our Class B common stock will be convertible into one share of Class A common stock at the option of the holder, provided that if our Class B common stock is distributed to security holders of Intel in a transaction (including any distribution in exchange for shares of Intel's or its successor-in-interest's common stock or other securities) intended to qualify as a distribution under Section 355 of the Code, or any corresponding provision of any successor statute, shares of our Class B common stock will no longer be convertible into shares of Class A common stock at the option of the holder. Prior to any such distribution, all shares of Class B common stock will automatically be converted into shares of Class A common stock upon the transfer of such shares of Class B common stock by Intel other than to any of Intel's successors. If such a distribution has not occurred, each share of Class B common stock will also automatically convert at such time as the number of shares of Class B common stock owned by Intel or its successor-in-interest falls below 20% of the outstanding shares of our common stock. Following any such distribution, we may submit to our stockholders a proposal to convert all outstanding shares of our Class B common stock into shares of our Class A common stock, provided that we have received a favorable private letter ruling from the Internal Revenue Service satisfactory to Intel to the effect that the conversion will not affect the intended tax treatment of the distribution. In a meeting of our stockholders called for this purpose, the holders of our Class A common stock and our Class B common stock will be entitled to one vote per share and, subject to applicable law, will vote together as a single class and neither class of common stock will be entitled to a separate class vote. All conversions will be effected on a share-for-share basis.

Dividends

Holders of our common stock will be entitled to receive dividends when and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock. See "Dividend Policy."

Liquidation, Dissolution and Winding Up

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of our common stock will be entitled to receive pro rata our remaining assets available for distribution.

Rights and Preferences

Except for the conversion provisions with respect to our Class B common stock described above, holders of our common stock have no preemptive, conversion or subscription rights and there are no redemption or sinking fund provisions applicable to the common stock. The common stock will not be subject to further calls or assessment by us. All shares of our common stock that will be outstanding at the time of the completion of the offering will be fully paid and non-assessable. The rights, preferences, and privileges of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may issue in the future.

Approval Rights of Holders of Class B Common Stock

In addition to any other vote required by law or by our amended and restated certificate of incorporation, until the first date on which Intel ceases to beneficially own 20% or more of the outstanding shares of our common stock, the prior affirmative vote or written consent of Intel as the holder of the Class B common stock is required in order to authorize us to:

- adopt or implement any stockholder rights plan or similar takeover defense measure;
- consolidate or merge with or into any other entity;
- permit any of our subsidiaries to consolidate or merge with or into any other entity, with certain exceptions;
- acquire the stock or assets of another entity for consideration in excess of $250,000,000 other than transactions in which we and one or more of our wholly owned subsidiaries are the only parties;
- issue any stock or other equity securities except to our subsidiaries, pursuant to this offering, or pursuant to our employee benefit plans limited to a share reserve of 5% of the outstanding number of shares of our common stock on the immediately preceding December 31;
- make or commit to make any individual or series of related capital or other expenditures in excess of $250,000,000;
- create, incur, assume or permit to exist any indebtedness or guarantee any indebtedness in excess of $250,000,000;
- make any loan to or purchase any debt securities of any person in excess of $250,000,000;
- redeem, purchase or otherwise acquire or retire for value any equity securities of the company except repurchases from employees, officers, directors or other service providers upon termination of employment or through the exercise of any right of first refusal;
- take any actions to dissolve, liquidate, or wind-up our company;
- declare dividends on our stock; and
- amend, terminate or adopt any provision inconsistent with our amended and restated certificate of incorporation or amended and restated bylaws.

Preferred Stock

Under our amended and restated certificate of incorporation, we will be authorized to issue up to shares of preferred stock. The preferred stock may be issued in one or more series, and our board of directors is expressly authorized to (1) fix the descriptions, powers, preferences, rights, qualifications, limitations, and restrictions with respect to any series of preferred stock and (2) specify the number of shares of any series of preferred stock. Any issuance of our preferred stock could adversely affect the voting power of holders of our common stock and the likelihood that such holders would receive dividend payments and payments on liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring, or preventing a change of control or other corporate action. On the completion of this offering, no shares of preferred stock will be outstanding. We presently have no plan to issue any shares of preferred stock.

Anti-Takeover Provisions

Section 203 of the DGCL

Section 203 of the DGCL prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66⅔% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge, or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges, or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

A Delaware corporation may "opt out" of these provisions with an express provision in its original certificate of incorporation or an express provision in its amended and restated certificate of incorporation or amended and restated bylaws resulting from a stockholders' amendment approved by at least a majority of the outstanding voting shares. Under our amended and restated certificate of incorporation, we will explicitly opt out of these provisions for so long as Intel owns at least 15% of the combined voting power of our common stock. If Intel owns less than 15% of the combined voting power of our common stock, we will be subject to Section 203 of the DGCL and, as a result, mergers or other takeover or change in control attempts of us may be discouraged or prevented.

Certificate of Incorporation and Bylaws

The below are provisions that will be included in our amended and restated certificate of incorporation and our amended and restated bylaws that could deter hostile takeovers or delay or prevent changes in control of our management team.

Dual class stock

As described above in "— Common Stock — Voting Rights," our amended and restated certificate of incorporation will provide for a dual class common stock structure, which will provide Intel with the ability to control the outcome of matters submitted to our stockholders for approval, including the election of our directors and the approval of significant corporate transactions.

Board of director vacancies

Our amended and restated certificate of incorporation and amended and restated bylaws will authorize only our board of directors to fill vacant directorships, including newly created seats, provided that vacancies on our board of directors caused by an action of stockholders may only be filled by a vote of the stockholders until Intel's holdings in our stock are reduced so that it no longer maintains a majority of the

combined voting power of our common stock. In addition, the number of directors constituting our board of directors is permitted to be set only by a resolution adopted by a majority vote of our entire board of directors. These provisions would prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors but promotes continuity of management.

Classified board of directors and removal of directors

Our amended and restated certificate of incorporation will provide that, beginning at the first annual meeting of stockholders following any such time that Intel's holdings in our stock no longer represent at least 20% of the aggregate number of shares of our outstanding common stock, our board of directors will be classified into three classes of directors with staggered three-year terms, so that only one class of directors is elected each year. Our amended and restated certificate of incorporation will also provide that, beginning at the first annual meeting of stockholders following any such time that Intel's holdings in our stock no longer represent at least 20% of the aggregate number of shares of our outstanding common stock, directors will only be able to be removed from office for cause.

Stockholder action and special meetings of the stockholders

Our amended and restated certificate of incorporation will provide that, for so long as Intel holds a majority of the combined voting power of our common stock, any action required or permitted to be taken by our stockholders at a duly called annual or special meeting of our stockholders may be effected by consent in writing by the holders of our outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. If Intel holds less than a majority of the combined voting power of our common stock, any action required or permitted to be taken by our stockholders will have to be effected at a duly called annual or special meeting of our stockholders and may not be effected by any consent in writing by our stockholders. Our amended and restated certificate of incorporation and amended and restated bylaws will further provide that special meetings of our stockholders may be called only by our secretary upon written request by a majority of our board of directors, the chairperson of our board of directors, or our chief executive officer, thus prohibiting stockholders from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders to take any action, including the removal of directors.

Advance notice requirements for stockholder proposals and director nominations

Our amended and restated bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions might also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

Amendment of Bylaws

Our amended and restated certificate of incorporation will provide that our amended and restated bylaws may be altered, amended, or repealed by (i) our board of directors (without the need for consent by our stockholders) and (ii) our stockholders (without the need for consent by our board of directors).

Choice of forum

Our amended and restated certificate of incorporation, to the fullest extent permitted by law, will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for (1) any derivative action or proceeding

brought on behalf of us, (2) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any of our current or former directors, officers, stockholders, employees or agents to us or our stockholders, (3) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents arising out of or relating to any provision of the DGCL or our amended and restated certificate of incorporation or our amended and restated bylaws, or (4) any action asserting a claim against us or any of our current or former directors, officers, stockholders, employees or agents governed by the internal affairs doctrine of the State of Delaware. As described below, this provision will not apply to suits brought to enforce any duty or liability created by the Securities Act or Exchange Act, or rules and regulations thereunder. Our amended and restated certificate of incorporation will provide that the federal district courts of the U.S. will, to the fullest extent permitted by law, be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Our amended and restated certificate of incorporation will provide that neither the exclusive forum provision nor our federal forum provision applies to suits brought to enforce any duty or liability created by the Exchange Act.

Our amended and restated certificate of incorporation will also provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to the foregoing provision; provided, however, that stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. We recognize that the forum selection clause in our amended and restated certificate of incorporation may impose additional litigation costs on stockholders in pursuing any such claims, particularly if the stockholders do not reside in or near the State of Delaware. Additionally, the forum selection clause in our amended and restated certificate of incorporation may limit our stockholders' ability to bring a claim in a forum that they find favorable for disputes with us or our directors, officers, employees, or agents, which may discourage such lawsuits against us and our directors, officers, employees, and agents even though an action, if successful, might benefit our stockholders. The Court of Chancery of the State of Delaware may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

For more information on the risks associated with our choice of forum provision, see "Risk Factors — Risks Related to this Offering and Our Class A Common Stock — Our amended and restated certificate of incorporation will contain exclusive forum provisions for certain claims, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees."

Limitations on Liability and Indemnification of Directors and Officers

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation will include a provision that eliminates the personal liability of directors and officers for monetary damages for any breach of fiduciary duty as a director or officer, respectively, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of such provision is to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior.

However, exculpation does not apply to any director if the director has breached the duty of loyalty to the corporation and its stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends, or redemptions or derived an improper benefit from his, her or their actions as a director.

Our amended and restated bylaws will provide that we must generally indemnify, and advance expenses to, our directors and officers appointed by our board of directors to the fullest extent authorized by the DGCL. We also will be expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers, employees, and agents for some liabilities. We believe that these limitations of liability, indemnification, and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, indemnification, and advancement provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment in us may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers, employees, or agents for which indemnification is sought.

Prior to the completion of this offering, we intend to enter into separate indemnification agreements with each of our directors and executive officers pursuant to which we will agree to indemnify them to the fullest extent permitted by Delaware law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or controlling persons pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Provisions of Our Amended and Restated Certificate of Incorporation Relating to Related Person Transactions and Corporate Opportunities

In anticipation that we and Intel may engage in the same or similar activities or lines of business and have an interest in the same areas of corporate opportunities, and in recognition of the benefits to be derived by us through our continued contractual, corporate, and business relations with Intel (including service of officers and/or directors of Intel as officers and/or directors of our company), certain provisions of our amended and restated certificate of incorporation described below will regulate and define the conduct of certain affairs of our company as they may involve Intel and its officers and directors, and the powers, rights, duties, and liabilities of our company and our officers, directors, and stockholders in connection with such affairs.

Our amended and restated certificate of incorporation will provide that, to the fullest extent permitted by applicable law, so long as the material facts as to a contract, agreement, arrangement, or transaction between us and Intel are disclosed or are known to our board of directors or the committee thereof that authorizes such contract, agreement, arrangement, or transaction, and our board of directors or such committee in good faith authorizes such contract, agreement, arrangement, or transaction by the affirmative vote of a majority of the disinterested directors, even if less than a quorum, no such contract, agreement, arrangement, or transaction will be void or voidable solely for the reason that Intel is a party thereto, and Intel:

- will be deemed to have fully satisfied and fulfilled any duties to us and our stockholders with respect to such contract, agreement, arrangement, or transaction;
- will not be liable to us or our stockholders for any breach of fiduciary duty by reason of the entering into, performance or consummation of any such contract, agreement, arrangement, or transaction;
- will be deemed to have acted in good faith and in a manner it reasonably believed to be in and not opposed to the best interests of our company; and
- will be deemed not to have breached any duties of loyalty to us or our stockholders and not to have received an improper personal gain from such contract, agreement, arrangement, or transaction.

Our amended and restated certificate of incorporation will further provide that, until the later of (i) first date on which Intel ceases to beneficially own 20% or more of the outstanding shares of our common stock and (ii) the date upon which none of our officers and/or directors are also officers and/or directors of Intel, Intel shall have the right to, and shall have no duty not to, engage in the same or similar business activities or lines of business as we do, do business with any of our clients or customers, and employ or otherwise engage any of our officers or employees. We will renounce any interest or expectancy in any such activities and will not be deemed to have an interest or expectancy in any such activities merely because we

engage in the same or similar activities or otherwise. To the fullest extent permitted by applicable law, and except as provided in the following paragraph, neither Intel nor any of its officers or directors will be liable to us or our stockholders for breach of any fiduciary duty by reason of any such activities of Intel or of such person's participation in such activities. Moreover, except as provided in the following paragraph, in the event that Intel acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both Intel and us, Intel will not have any duty to communicate or present it to us, and Intel shall not be liable to us or our stockholders for breach of any fiduciary duty as our stockholder by reason of the fact that it pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or does not present such corporate opportunity to us.

Our amended and restated certificate of incorporation will also provide that, until the later of (i) first date on which Intel ceases to beneficially own 20% or more of the outstanding shares of our common stock and (ii) the date upon which none of our officers and/or directors are also officers and/or directors of Intel, to the fullest extent permitted by applicable law, in the event that our director or officer who is also a director or officer of Intel acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both us and Intel and which may be properly pursued by us, such director or officer will be deemed to have fully satisfied and fulfilled such person's fiduciary duty to us and our stockholders with respect to such corporate opportunity, will not be liable to us or our stockholders for any breach of fiduciary duty because Intel pursues or acquires such corporate opportunity for itself or directs such corporate opportunity to another person or entity or does not present such corporate opportunity to us, will be deemed to have acted in good faith and in a manner such person reasonably believes to be in and not opposed to our best interests, and will be deemed not to have breached such person's duty of loyalty to us or our stockholders or to have received an improper personal gain therefrom; provided that such director or officer acts in good faith in a manner consistent with the following policy:

- where a corporate opportunity is offered to a person who is our director and/or officer and who is also a director and/or officer of Intel, we shall be entitled to pursue such opportunity only if such opportunity is expressly offered to such person solely in his or her capacity as our director and/or officer, as applicable; and
- if our officer and/or director, who also serves as an officer and/or director of Intel, acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both us and Intel in any manner not addressed by the foregoing bullet point, such officer or director shall have no duty to communicate or present such corporate opportunity to us and shall to the fullest extent permitted by law not be liable to us or our stockholders for breach of fiduciary duty as our officer or director by reason of the fact that Intel pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity or does not present such corporate opportunity to us.

Listing

We have applied to list our Class A common stock on Nasdaq under the symbol "MBLY".

Transfer Agent and Registrar

Upon completion of this offering, the transfer agent and registrar for our common stock will be Computershare Trust Company, N.A.. The transfer agent and registrar's address is 150 Royall Street, Canton, MA 02021.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock, and we cannot predict the effect, if any, that sales of shares or availability of any shares for sale will have on the market price of our Class A common stock prevailing from time to time. Sales of substantial amounts of our Class A common stock (including shares of Class A common stock issued on the exercise of options, warrants or convertible securities, if any) or the perception that such sales could occur, could adversely affect the market price of our Class A common stock and our ability to raise additional capital through a future sale of securities.

Upon the completion of this offering, we will have shares of our Class A common stock issued and outstanding (or shares if the underwriters exercise their option to purchase additional shares of our Class A common stock in full) and shares of our Class B common stock issued and outstanding. All of the shares of our Class A common stock sold in this offering will be freely tradable without restriction or further registration under the Securities Act unless such shares are purchased by "affiliates" as that term is defined in Rule 144. Upon the completion of this offering, all of our outstanding Class B common stock will be beneficially owned by Intel. Any shares of our Class A common stock not sold in this offering and all shares of our Class B common stock will be "restricted securities" as that phrase is defined in Rule 144. Subject to certain contractual restrictions, including the lock-up agreements described below, holders of restricted shares will be entitled to sell those shares in the public market if they qualify for an exemption from registration under Rule 144, Rule 701, or any other applicable exemption under the Securities Act.

Lock-Up Agreements

See "Underwriting" for a description of the lock-up agreements applicable to our shares.

Rule 144

In general, under Rule 144 of the Securities Act, persons who became the beneficial owner of shares of our common stock prior to the completion of this offering may not sell their shares until the earlier of (1) the expiration of a six-month holding period, if we have been subject to the reporting requirements of the Exchange Act and have filed all required reports for at least 90 days prior to the date of the sale, or (2) a one-year holding period.

At the expiration of the six-month holding period, a person who was not one of our affiliates at any time during the three months preceding a sale is entitled to sell an unlimited number of shares of our common stock provided current public information about us is available, and a person who was one of our affiliates at any time during the three months preceding a sale is entitled to sell within any three-month period only a number of shares of common stock that does not exceed the greater of either of the following:

- one percent of the number of shares of our Class A common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume of our Class A common stock on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

At the expiration of the one-year holding period, a person who was not one of our affiliates at any time during the three months preceding a sale would be entitled to sell an unlimited number of shares of our common stock without restriction. A person who was one of our affiliates at any time during the three months preceding a sale would remain subject to the volume restrictions described above.

In addition, sales under Rule 144 by affiliates or persons who have been affiliates within the previous 90 days are also subject to manner of sale provisions and notice requirements. Upon completion of the lock-up period, subject to any extension of the lock-up period under circumstances described above, approximately shares of our outstanding restricted securities will be eligible for sale under Rule 144 subject to limitations on sales by affiliates.

Rule 701

In general, under Rule 701, any of our employees, directors, officers, consultants, or advisors who purchased shares from us in connection with a compensatory stock or option plan or other written

agreement before the effective date of our initial public offering, or who purchased shares from us after that date upon the exercise of options granted before that date, are eligible to resell such shares in reliance upon Rule 144 beginning 90 days after the date of this prospectus. If such person is not an affiliate, the sale may be made under Rule 144 without compliance with that rule's holding period or current public information requirement. If such a person is an affiliate, the sale may be made under Rule 144 without compliance with that rule's one-year minimum holding period, but subject to the other Rule 144 requirements. The SEC has indicated that Rule 701 may apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus.

Registration Statements on Form S-8

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of our common stock subject to outstanding stock options and the shares of stock subject to issuance under our equity incentive plan. Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly shares registered under such registration statements will be available for sale in the open market. We expect that the initial registration statement on Form S-8 will cover shares.

Registration Rights

In connection with this offering, we will enter into an agreement that will provide that Intel will be entitled to various rights with respect to the registration of the offer and sale of our securities that it holds under the Securities Act, subject to the lock-up agreements described above. If the offer and sale of these shares is registered, these shares will become freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates.

U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of shares of our Class A common stock by non-U.S. holders (as defined below) who acquire such shares in this offering and hold our Class A common stock as a capital asset within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code") (generally, property held for investment). This summary is based on current provisions of the Code, U.S. Treasury regulations promulgated thereunder, and administrative rulings and interpretations and court decisions in effect as of the date hereof, all of which are subject to change or differing interpretation at any time, possibly with retroactive effect. This summary does not address all aspects of U.S. federal income taxation that may be important to a non-U.S. holder in light of that holder's particular circumstances or that may be applicable to holders subject to special treatment under U.S. federal income tax law (including, for example, banks and other financial institutions, dealers in securities, traders in securities that elect mark-to-market treatment, insurance companies, retirement plans, mutual funds, tax-exempt entities, holders who acquired shares of our Class A common stock pursuant to the exercise of employee stock options or otherwise as compensation, entities or arrangements treated as partnerships for U.S. federal income tax purposes, controlled foreign corporations, passive foreign investment companies, holders liable for the alternative minimum tax, certain expatriates and former citizens or former long-term residents of the United States, holders who have a "functional currency" other than the U.S. dollar, and holders who hold shares of our Class A common stock as part of a hedge, straddle, constructive sale or conversion transaction). In addition, this discussion does not address U.S. federal tax laws other than those pertaining to the U.S. federal income tax, nor does it address any aspects of the unearned income Medicare contribution tax or U.S. state, local or non-U.S. taxes. Accordingly, prospective investors should consult their own tax advisors regarding the U.S. federal, state, local, non-U.S. income and other tax considerations (including any U.S. federal estate or gift tax considerations) of owning and disposing of shares of our Class A common stock.

For purposes of this discussion, the term "non-U.S. holder" means a beneficial owner of our Class A common stock that is not any of the following:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person for U.S. federal income tax purposes.

If an entity or arrangement treated as a partnership for U.S. federal tax purposes holds shares of our Class A common stock, the tax treatment of a person treated as a partner generally will depend on the status of the partner and the activities of the partnership. Partnerships holding shares of our Class A common stock and partners in such partnerships should consult their tax advisors.

Prospective holders of our Class A common stock should consult with their tax advisors regarding the tax consequences to them (including the application and effect of any state, local, non-U.S. income and other tax laws) of the ownership and disposition of shares of our Class A common stock.

Distributions on Our Class A Common Stock

In general, subject to the discussion below under "— Foreign Account Tax Compliance Act," any distributions we make to a non-U.S. holder with respect to its shares of our Class A common stock that constitute dividends for U.S. federal income tax purposes will be subject to U.S. withholding tax at a rate of 30% of the gross amount (or a reduced rate prescribed by an applicable income tax treaty), unless the dividends are effectively connected with a trade or business carried on by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent

establishment of the non-U.S. holder within the U.S.). A distribution generally will constitute a dividend for U.S. federal income tax purposes to the extent of our current or accumulated earnings and profits as determined for U.S. federal income tax purposes. Any distribution not constituting a dividend will be treated as first reducing the adjusted basis in the non-U.S. holder's shares of our Class A common stock and, to the extent such distribution exceeds the adjusted basis in the non-U.S. holder's shares of our Class A common stock, as gain from the sale or exchange of such shares.

Dividends effectively connected with a U.S. trade or business (and, if required by an applicable income tax treaty, attributable to a U.S. permanent establishment) of a non-U.S. holder generally will not be subject to U.S. withholding tax if the non-U.S. holder complies with applicable certification and disclosure requirements. Instead, such dividends generally will be subject to U.S. federal income tax on a net income basis, in the same manner as if the non-U.S. holder were a resident of the U.S. A non-U.S. holder that is a corporation may be subject to an additional "branch profits tax" at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on such effectively connected dividends, subject to certain adjustments.

Gain on Sale or Other Disposition of Our Class A Common Stock

In general, a non-U.S. holder will not be subject to U.S. federal income tax on any gain recognized upon the sale or other disposition of our Class A common stock unless:

- the gain is "effectively connected" with a trade or business carried on by the non-U.S. holder within the United States and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment of the non-U.S. holder;
- the non-U.S. holder is an individual and is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are satisfied; or
- we are or have been a U.S. real property holding corporation for U.S. federal income tax purposes at any time within the shorter of the five-year period ending on the date of the disposition and the non-U.S. holder's holding period and certain other conditions are satisfied.

Gain that is effectively connected with the conduct of a trade or business in the United States generally will be subject to U.S. federal income tax, net of certain deductions, at regular U.S. federal income tax rates. If the non-U.S. holder is a foreign corporation, the branch profits tax described above also may apply to such effectively connected gain. An individual non-U.S. holder who is subject to U.S. federal income tax because the non-U.S. holder was present in the United States for 183 days or more during the year of sale or other disposition of our Class A common stock will be subject to a flat 30% tax on the gain derived from such sale or other disposition, which may be offset by U.S. source capital losses.

Generally, a corporation is a "U.S. real property holding corporation" if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business (all as determined for U.S. federal income tax purposes). Although there can be no assurances in this regard, we believe that we are not currently, and do not anticipate becoming, a U.S. real property holding corporation.

Foreign Account Tax Compliance Act

Provisions commonly referred to as the Foreign Account Tax Compliance Act ("FATCA") impose withholding (separate and apart from, but without duplication of, the withholding tax described above) at a rate of 30% on payments of dividends (including constructive dividends) on shares of our Class A common stock to certain foreign financial institutions (which is broadly defined for this purpose and in general includes investment vehicles) and certain non-financial foreign entities unless (1) in the case of a foreign financial institution, such institution enters into, and complies with, an agreement with the U.S. government to withhold on certain payments, and to collect and provide, on an annual basis, to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners), (2) in the case of a non-financial foreign entity, such entity certifies to the withholding agent that it does not have any substantial U.S. owners or provides the withholding agent with a certification identifying

the direct and indirect substantial U.S. owners of the entity, (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules or, if required under an intergovernmental agreement between the United States and an applicable foreign country, reports the information described in clause (1) to its local tax authority, which will exchange such information with the U.S. authorities. If FATCA withholding is imposed, a beneficial owner that is not a foreign financial institution will generally be entitled to a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden). An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury regulations, may modify these requirements. Accordingly, the entity through which shares of our Class A common stock are held will affect the determination of whether such withholding is required. Prospective investors should consult their tax advisors regarding the possible implications of FATCA on their investment in our Class A common stock.

UNDERWRITING

We and the underwriters named below will enter into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter will severally agree to purchase the number of shares of our Class A common stock indicated in the following table. Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC are acting as the representatives of the underwriters.

Underwriters	
Goldman Sachs & Co. LLC	
Morgan Stanley & Co. LLC	
Evercore Group L.L.C.	
Barclays Capital Inc.	
Citigroup Global Markets Inc.	
BofA Securities, Inc.	
RBC Capital Markets, LLC	
Mizuho Securities USA LLC	
WR Securities, LLC	
Nomura Securities International, Inc.	
BNP Paribas Securities Corp.	
Cowen and Company, LLC	
Siebert Williams Shank & Co., LLC	
PJT Partners LP	
MUFG Securities Americas Inc.	
Needham & Company, LLC	
Raymond James & Associates, Inc.	
Loop Capital Markets LLC	
Blaylock Van, LLC	
Academy Securities, Inc.	
Drexel Hamilton, LLC	
Independence Point Securities LLC	
China International Capital Corporation Hong Kong Securities Limited	
Cabrera Capital Markets LLC	
Guzman & Company	
Total	

The underwriters will be committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters will have an option to purchase up to an additional shares of our Class A common stock from us. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We, all of our directors, executive officers, and holders of our common stock and securities exercisable for or convertible into shares of our common stock outstanding immediately prior to the completion of this offering have agreed, or will agree, with the underwriters that, through and including the 180th day after the date of this prospectus (the "Lock-Up Period"), subject to certain exceptions, we and they will not, without the prior written consent of Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC, (1) offer, sell, contract to sell, pledge, grant any option right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock, or any options or warrants to purchase any shares of our common stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of our common stock (including, without limitation, shares that are beneficially owned by such holder), (2) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by such holder or someone other than such holder), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of our common stock, or any options or warrants to purchase any shares of our common stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of our common stock, whether any such transaction or arrangement described in clause (1) or (2) (or instrument provided for thereunder) would be settled by delivery of our common stock or other securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to the registration of any shares of our common stock or (4) otherwise publicly announce any intention to engage in or cause any action or activity described in clauses (1), (2) or (3) above. See "Shares Eligible for Future Sale" for a discussion of certain transfer restrictions.

Subject to certain additional limitations, including those relating to public filings required to be or voluntarily made in connection with a transfer, the restrictions contained in the lock-up agreements do not apply to:

(i) transfers as one or more bona fide gifts or charitable contributions, or for bona fide estate planning purposes;

(ii) transfers upon death by will, testamentary document or intestate succession;

(iii) transfers to members of immediate family or to any trust for the direct or indirect benefit of the holder or an immediate family member or, by a holder that is a trust, to a trustor or beneficiary of the trust or the estate of a beneficiary of such trust;

(iv) transfers to a partnership, limited liability company or other entity of which the holder and the immediate family of the holder are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(v) transfers to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above;

(vi) transfers by a corporation, partnership, limited liability company or other business entity, to (A) its affiliated entities, or to any investment fund or other entity which fund or entity is controlled or managed by the holder or its affiliates, or (B) as part of a distribution by to its stockholders, partners, members or other equityholders or to the estate of any such stockholders, partners, members or other equityholders;

(vii) transfers by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement;

(viii) transfers to us from one of our employees or service providers upon death, disability or termination of employment, in each case, of such employee or service provider;

(ix) transfers of shares acquired (A) from the underwriters in this offering (except, in the case of officers or directors for any issuer-directed shares) or (B) in open market transactions after the closing of this offering;

(x) transfers in connection with the vesting, settlement or exercise of RSUs, options, warrants or other rights to purchase shares of our common stock (including, in each case, by way of "net" or "cashless" exercise), including any transfers to us for the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such RSUs, options, warrants or other rights, or in connection with the conversion of convertible securities, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan described in this prospectus, provided that any securities received upon such vesting, settlement, exercise or conversion shall be subject to the restrictions hereof;

(xi) the entering into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer of shares of common stock, provided that shares of common stock subject to such plan may not be sold during the Lock-Up period; or

(xii) transfers pursuant to a bona fide third-party tender offer, merger, consolidation, or other similar transaction that is approved by our board of directors and made to all holders of our common stock, and which involves a change in control.

The restrictions on us set forth above are subject to certain exceptions, including with respect to:

(i) the sale of the shares of Class A common stock to the underwriters pursuant to the underwriting agreement;

(ii) the grant of options to purchase or the issuance of shares of common stock or securities convertible into, convertible into, exchangeable for or that represent the right to receive shares of common stock, including restricted stock units, pursuant to our equity compensation plans described in this prospectus, provided that any such options or securities shall not vest during the Lock-Up Period;

(iii) the entry into an agreement providing for the issuance of shares of common stock or any security convertible into or exercisable for shares of common stock in connection with (A) the acquisition by us or any of our subsidiaries of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by us in connection with such acquisition, and the issuance of any such securities pursuant to any such agreement or (B) joint ventures, commercial relationships, debt financings, charitable contributions, or other strategic transactions, provided that the aggregate number of shares of common stock that we may sell or issue or agree to sell or issue pursuant to clause (A) and (B) may not exceed 10% of the total number of shares of common stock outstanding immediately following this offering; or

(iv) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to our equity incentive plans described in this prospectus.

Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC may, in their discretion, release any of the securities subject to these lockup agreements at any time, subject to applicable notice requirements.

Prior to the offering, there has been no public market for the shares. The initial public offering price will be negotiated among us and the representatives. Among the factors to be considered in determining the initial public offering price of our Class A common stock, in addition to prevailing market conditions, will be our historical performance, estimates of our business potential and earnings prospects, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses.

We have applied to have our Class A common stock approved for listing on Nasdaq under the symbol "MBLY".

In connection with this offering, the underwriters may purchase and sell shares of our Class A common stock in the open market. The underwriters may also offer and sell the shares of Class A common stock through one or more of their respective affiliates or other registered broker-dealers or selling agents. These transactions may include short sales, stabilizing transactions, and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in this offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the number of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. "Naked" short sales are any short sales that create a short position greater than the number of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering. Stabilizing transactions consist of various bids for or purchases of our Class A common stock made by the underwriters in the open market prior to the completion of this offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our stock, and together with the imposition of the penalty bid, may stabilize, maintain, or otherwise affect the market price of our Class A common stock. As a result, the price of our Class A common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on , in the over-the-counter market, or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $ million.

We will also agree to reimburse the underwriters for expenses in an amount not to exceed $ relating to any applicable state securities filings and to clearance of this offering with the Financial Industry Regulatory Authority. We will also agree to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act. In addition, the underwriters have agreed to reimburse us for certain expenses in connection with this offering.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to us and to persons and entities with relationships with us, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors, and employees may purchase, sell, or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to our assets, securities, and/or instruments (directly, as collateral securing other obligations or otherwise) and/or persons and entities with whom we have relationships. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas, and/or publish or express independent research views in respect of such assets, securities, or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities, and instruments.

"Wolfe | Nomura Alliance" is the marketing name used by Wolfe Research Securities and Nomura Securities International, Inc. in connection with certain equity capital markets activities conducted jointly by the firms. Both Nomura Securities International, Inc. and WR Securities, LLC are serving as underwriters in the offering described herein. In addition, WR Securities, LLC and certain of its affiliates may provide sales support services, investor feedback, investor education, and/or other independent equity research services in connection with this offering.

Directed Share Program

At our request, the underwriters have reserved up to shares of Class A common stock, or % of the shares to be issued by us and offered by this prospectus, for sale at the initial public offering price to our directors and to the directors, executive officers, and certain employees of Intel. Shares purchased through the directed share program will not be subject to a lock-up restriction, except in the case of shares purchased by any of our directors. The number of shares of Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Morgan Stanley & Co. LLC will administer our directed share program.

European Economic Area

In relation to each Member State of the European Economic Area (each a Member State), no Class A common stock has been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to our Class A common stock which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) by the underwriters to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior written consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of our Class A common stock shall result in a requirement for us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Each person in a Member State who initially acquires any of our Class A common stock or to whom any offer is made will be deemed to have represented, acknowledged, and agreed with us and the representatives that it is a qualified investor within the meaning of the Prospectus Regulation.

In the case of any of our Class A common stock being offered to a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the Class A common stock acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Member State to qualified investors, in circumstances in which the prior written consent of the representatives has been obtained to each such proposed offer or resale.

We, the underwriters, and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgments, and agreements.

For the purposes of this provision, the expression an "offer to the public" in relation to any of our Class A common stock in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any of our Class A common stock to be offered so as to

enable an investor to decide to purchase or subscribe for our Class A common stock, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

No shares have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the shares which has been approved by the Financial Conduct Authority, except that the shares may be offered to the public in the United Kingdom at any time:

(a) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Section 86 of the Financial Services and Markets Act 2000, or FSMA;

provided that no such offer of the shares shall require the us or any underwriter to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an "offer to the public" in relation to the shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

Israel

This prospectus does not constitute a prospectus as defined under the Israeli Securities Law (the "Israeli Securities Law"), and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, and any offer of the shares is directed only at, (1) a limited number of persons in accordance with the Israeli Securities Law and (2) investors listed in the first addendum (as it may be amended from time to time, the "Addendum"), to the Israeli Securities Law, consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters, venture capital funds, entities with equity in excess of 50 million New Israeli Shekels and "qualified individuals," each as defined in the Addendum, collectively referred to as qualified investors (in each case, purchasing for their own account or, where permitted under the Addendum, for the accounts of their clients who are investors listed in the Addendum). Qualified investors are required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("NI 33-105"), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

Our Class A common stock may not be offered or sold in Hong Kong by means of any document other than (1) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) ("Companies (Winding Up and Miscellaneous Provisions) Ordinance") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("Securities and Futures Ordinance"), or (2) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (3) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to our Class A common stock may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of our Class A common stock may not be circulated or distributed, nor may our Class A common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (1) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (2) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (3) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where our Class A common stock is subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for six months after that corporation has acquired our Class A common stock under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32").

Where our Class A common stock is subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for six months after that trust has acquired our Class A common stock under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), (the "FIEA"). The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Dubai International Financial Centre

This prospectus relates to an "Exempt Offer" in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares of our Class A common stock to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares of our Class A common stock should conduct their own due diligence on such shares. If you do not understand the contents of this prospectus, you should consult an authorized financial advisor.

Switzerland

Our Class A common stock may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to our Class A common stock or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, our company or our Class A common stock has been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of our Class A common stock will not be supervised by, the Swiss Financial Market Supervisory Authority and the offer of our Class A common stock has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of our Class A common stock.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, or ASIC, in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001, or the "Corporations Act", and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of our Class A common stock may only be made to persons, or "Exempt Investors", who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer our Class A common stock without disclosure to investors under Chapter 6D of the Corporations Act.

The shares of our Class A common stock applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except

in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares of our Class A common stock must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation, or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives, and circumstances, and, if necessary, seek expert advice on those matters.

VALIDITY OF COMMON STOCK

The validity of the shares of our Class A common stock offered by this prospectus will be passed upon for us by Skadden, Arps, Slate, Meagher & Flom LLP, Los Angeles, California, and for the underwriters by Sullivan & Cromwell LLP, Palo Alto, California.

EXPERTS

The combined financial statements as of December 25, 2021 and December 26, 2020 and for the years ended December 25, 2021, December 26, 2020 and December 28, 2019 included in this prospectus have been so included in reliance on the report of Kesselman & Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

Kesselman & Kesselman ("PwC") completed an independence assessment to evaluate the services and relationships with the Company and its affiliates that may bear on PwC's independence under the SEC and the PCAOB independence rules for the audit periods commencing December 30, 2018 through December 25, 2021. As described below, services and relationships were found to exist at controlled subsidiaries of the Company's indirect parent, Intel Corporation and/or benefitting an upstream affiliate of the Company, within the audit period which are not in accordance with the independence standards of Regulation S-X and the PCAOB.

- Prior to December 30, 2018 and through January 2022, certain member firms of PricewaterhouseCoopers International Limited ("PwC member firms") performed certain payroll and human resource administrative services inconsistent with Rule 2-01 of Regulation S-X, which included records administration, employee registration with local authorities, statistical reporting and signing and stamping declarations on behalf of Intel Corporation, transmission of payroll information to banks and to third party service providers for actual payment, data storage of employee data, as well as manually and/or electronically distributing pay stubs to employees of Intel Corporation.
- From July 2020 through December 2021, a PwC member firm provided services pursuant to a contingent fee arrangement.
- From June 2021 through January 2022, certain PwC member firms provided non-audit services for which certain activities inconsistent with Rule 2-01 of Regulation S-X were performed, which were hosting applications, filing a document with a non-taxing authority and making a payment on behalf of an affiliate.
- Certain professionals of PwC member firms who are covered persons with respect to the audit of the Company under PCAOB standards hold shares in Intel Corporation. Ownership of shares in Intel Corporation is prohibited under the SEC and PCAOB independence rules for covered persons. The shares, where allowed under federal law, were disposed of promptly upon notification of these matters and were not material to the respective professionals' net worth.

PwC provided an overview to our Board of Directors to be updated to the Audit Committee upon formation of an Audit Committee and Executive Management team of the facts and circumstances surrounding the services and relationships, including the entities involved, the nature of the services and relationships, the period over which the services and relationships existed, and the fees earned by the PwC network firms. Additionally, the services, relationships and fees are not significant to the PwC network firms, do not place PwC in a position of auditing its own work, do not result in PwC acting as management or an employee of the Company and do not place PwC in a position of being an advocate for the Company. Considering the facts presented, our Board of Directors, to be updated to the Audit Committee upon formation of an Audit Committee, Executive Management team and PwC have concluded (1) that the services and relationships do not and would not impair PwC's application of objective and impartial judgment on any matter encompassed within PwC's audits of our combined financial statements as of December 25, 2021 and December 26, 2020 and for the years ended December 25, 2021, December 26, 2020 and December 28, 2019 and (2) no reasonable investor would conclude otherwise.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed a registration statement on Form S-1 with the SEC with respect to the registration of our Class A common stock offered for sale with this prospectus. This prospectus does not contain all of the information set forth in the registration statement and the exhibits to the registration statement. For further information about us, the Class A common stock we are offering by this prospectus and related matters, you should review the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus about the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and we refer you to the full text of the contract or other document filed as an exhibit to the registration statement.

As a result of this offering, we will become subject to the information and periodic reporting requirements of the Securities Act, and, in accordance with such requirements, will file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC's website. We also maintain a website at www.mobileye.com at which, following the completion of this offering, you may access our SEC filings free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus. We intend to furnish our stockholders with annual reports containing combined financial statements audited by our independent registered accounting firm.

INDEX TO COMBINED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of Intel and the Shareholder of Mobileye Group

Opinion on the Financial Statements

We have audited the accompanying combined balance sheets of the Mobileye Group (a business of Intel Corporation) (the "Company") as of December 25, 2021 and December 26, 2020, and the related combined statements of operations and comprehensive income (loss), of changes in equity and of cash flows for each of the three years in the period ended December 25, 2021, including the related notes (collectively referred to as the "combined financial statements"). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2021 and December 26, 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 25, 2021 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these combined financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the combined financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the combined financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the combined financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Attribution of Intangible Assets to the Combined Financial Statements

As described in Note 11 to the combined financial statements, the Company's intangible asset balance was $3,071 million at December 25, 2021 and the amortization expense was $509 million for the year ended December 25, 2021. These intangible assets consist primarily of developed technology and customer relationships and brands that were attributed to the Company from Intel Corporation (the "Parent") as part of the net parent investment in the Company primarily from the acquisition of Mobileye B.V. The recognition of those intangible assets included significant judgment in estimating the fair value of intangible assets, which involved the use of significant estimates and assumptions with respect to the timing and amounts of cash flow projections and discount rate as well as the determination of the estimated useful lives of the intangible assets.

The principal considerations for our determination that performing procedures relating to the attributed intangible assets to the Company is a critical audit matter are (i) there was a high degree of auditor judgment and subjectivity in applying procedures relating to the fair value measurement of intangible assets due to the significant amount of judgment by management when developing the estimate; (ii) significant audit effort was required in evaluating the significant assumptions relating to the estimate, such as the cash flow projections, discount rate and estimated useful lives; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the combined financial statements. These procedures included, among others (i) testing management's process for estimating the fair value of intangible assets and their useful lives; (ii) evaluating the appropriateness of the cash flow model and determination of the useful lives, (iii) testing management’s cash flow projections used to estimate the fair value of the intangible assets, using professionals with specialized skill and knowledge to assist in doing so. Testing management’s process included evaluating the appropriateness of the valuation methods and the reasonableness of significant assumptions, including the discount rate for the intangible assets and their useful lives. Evaluating the reasonableness of the cash flow projections, discount rate and estimated useful lives, involved considering the past performance of the businesses, as well as economic and industry forecasts. The discount rate was evaluated by considering the cost of capital of comparable businesses and other industry factors.

/s/ Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited

Tel-Aviv, Israel

March 2, 2022

We have served as the Company’s auditor since 2022.

MOBILEYE GROUP

COMBINED BALANCE SHEETS

	December 25, 2021	December 26, 2020
	In millions	
Assets		
CURRENT ASSETS		
Cash and cash equivalents	$ 616	$ 85
Trade accounts receivable, net	155	93
Inventories	97	128
Related party loan	1,326	1,332
Other current assets	76	54
TOTAL CURRENT ASSETS	**2,270**	**1,692**
Property and equipment, net	304	187
Intangible assets, net	3,071	3,580
Goodwill	10,895	10,895
Other long-term assets	115	108
TOTAL ASSETS	**$16,655**	**$16,462**
Liabilities and Equity		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 160	$ 109
Employee related accrued expenses	102	81
Related party payable	163	3
Deferred acquisition consideration	—	90
Other current liabilities	49	27
TOTAL CURRENT LIABILITIES	**474**	**310**
Long-term employee benefits	94	79
Deferred tax liabilities	181	208
Other long-term liabilities	17	23
TOTAL LIABILITIES	**766**	**620**
EQUITY		
Parent net investment	15,884	15,842
Accumulated other comprehensive income	5	—
TOTAL EQUITY	15,889	15,842
TOTAL LIABILITIES AND EQUITY	**$16,655**	**$16,462**

The accompanying notes are an integral part of these combined financial statements.

MOBILEYE GROUP

COMBINED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
		In millions	
Revenue	$1,386	$ 967	$ 879
Cost of revenue	731	591	456
Gross profit	**655**	**376**	**423**
Operating expenses			
Research and development, net	544	440	384
Sales and marketing	134	116	100
General and administrative	34	33	25
Total operating expenses	**712**	**589**	**509**
Operating loss	**(57)**	**(213)**	**(86)**
Interest income (expense) with a related party, net	3	6	(235)
Other expenses, net	(3)	(5)	(4)
Loss before income taxes	**(57)**	**(212)**	**(325)**
Benefit (provision) for income taxes	(18)	16	(3)
Net loss	**$ (75)**	**$(196)**	**$(328)**
Other comprehensive income, net	5	—	—
Comprehensive loss	**$ (70)**	**$(196)**	**$(328)**

The accompanying notes are an integral part of these combined financial statements.

MOBILEYE GROUP

COMBINED STATEMENTS OF CHANGES IN EQUITY

	Parent Net Investment	Accumulated other comprehensive income	Total Equity
		In millions	
Balance as of December 29, 2018	**$ (507)**	$—	**$ (507)**
Comprehensive loss	(328)	—	(328)
Net transfer from Parent	15,303	—	15,303
Balance as of December 28, 2019	**14,468**	—	**14,468**
Comprehensive loss	(196)	—	(196)
Net transfer from Parent	1,570	—	1,570
Balance as of December 26, 2020	**15,842**	—	**15,842**
Other comprehensive income, net	—	5	5
Net loss	(75)	—	(75)
Net transfer from Parent	117	—	117
Balance as of December 25, 2021	**$15,884**	**$ 5**	**$15,889**

The accompanying notes are an integral part of these combined financial statements.

MOBILEYE GROUP

COMBINED STATEMENTS OF CASH FLOWS

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
		In millions	
Cash flows from operating activities			
Net loss	$ (75)	$(196)	$(328)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation of property and equipment	17	13	11
Share-based compensation	97	85	76
Amortization of intangible assets	509	450	327
Deferred income taxes	(29)	(53)	(32)
Non-cash interest expense with related party	—	1	257
Other	—	1	1
Changes in operating assets and liabilities:			
Trade accounts receivable	(62)	7	(23)
Accrued interest with related party	20	(6)	(22)
Inventories	31	(25)	(26)
Other current assets	(17)	(17)	1
Other long-term assets	(7)	(9)	(12)
Account payables and accrued expenses	59	(14)	31
Other current liabilities	20	(3)	4
Employee-related accrued expenses and long-term benefits	36	37	41
Other long-term liabilities	—	—	(6)
Net cash provided by operating activities	**599**	**271**	**300**
Cash flows from investing activities			
Purchases of property and equipment	(143)	(91)	(44)
Repayment of loan due from related party	460	6	4
Issuance of loan due from related party	(474)	(135)	(185)
Cash paid for acquisition of Moovit, net of cash acquired	—	(745)	—
Net cash used in investing activities	**(157)**	**(965)**	**(225)**
Cash flows from financing activities			
Business combination deferred consideration payment	(90)	—	—
Net transfers from (to) Parent	181	825	(1)
Share-based compensation recharge	—	(78)	(75)
Changes in withholding tax related to employee stock plans	—	(15)	17
Net cash provided by (used in) financing activities	**91**	**732**	**(59)**
Effect of foreign exchange rate changes on cash and cash equivalents	(1)	—	—
Increase in cash, cash equivalents and restricted cash	532	38	16
Balance of cash, cash equivalents and restricted cash, at beginning of year	93	55	39
Balance of cash, cash equivalents and restricted cash, at end of year	**$ 625**	**$ 93**	**$ 55**

The accompanying notes are an integral part of these combined financial statements.

MOBILEYE GROUP

COMBINED STATEMENTS OF CASH FLOWS — Continued

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
		In millions	
Supplementary non-cash investing and financing activities			
Acquisition of property and equipment included in accounts payable and accrued liabilities	$ 21	$ 27	$ 15
Conversion to equity of loan due to Parent	—	679	15,303
Contribution of Moovit previously held shares by Parent	—	59	—
Non-cash share-based compensation recharge	162	—	—
Supplemental cash flow information			
Cash paid for interest	—	—	—
Cash paid for income taxes, net of refunds	$ 44	$ 42	$ 26

The accompanying notes are an integral part of these combined financial statements.

MOBILEYE GROUP

Notes to the Combined Financial Statements

NOTE 1 GENERAL

Background

Mobileye Group is a leader in the development and deployment of advanced driver assistance systems ("ADAS") and autonomous driving technologies and solutions. Mobileye Group combines the operations of Cyclops Holdings Corporation, Mobileye B.V. and its subsidiaries ("Mobileye") GG Acquisition Ltd. and the Moovit App Global Ltd. and its subsidiaries ("Moovit") and certain Intel employees mainly in research and development (the "Intel Aligned Groups") (collectively, the "Company", "we", and "our"). The Company operates as a combination of wholly-owned businesses of Intel Corporation ("Intel or the "Parent").

Mobileye operates as a component of Intel, which acquired a majority stake in Mobileye in August 2017 (the "Mobileye Acquisition"). The remaining issued and outstanding shares of Mobileye were acquired by Intel during 2018. The Company is building a robust portfolio of end-to-end ADAS and autonomous driving solutions to provide the capabilities required for the future of autonomous driving, leveraging a comprehensive suite of purpose-built software and hardware technologies.

Moovit, a leading urban mobility app and mobility-as-a-service ("MaaS") solutions provider also operates as a component of Intel upon acquisition of the issued and outstanding equity interests of Moovit in May 2020 (the "Moovit Acquisition").

In December 2021, Intel announced plans to pursue an initial public offering ("IPO") of Mobileye Group. In January 2022, Intel incorporated a new legal entity, Mobileye Global Inc., with the intent to contribute the Company to Mobileye Global Inc. and be able to offer newly issued shares of common stock of Mobileye Global Inc. in an IPO. Intel expects to retain majority ownership of the Company following the completion of the IPO.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These combined financial statements have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP").

The combined financial statements and accompanying notes have been derived from the consolidated financial statements and accounting records of Intel and are presented as if the Company had been operating as a stand-alone company for all periods presented. The assets, liabilities, revenue, and expenses directly attributable to the Company's operations, including the acquired goodwill and intangible assets, have been reflected in these combined financial statements on a historical cost basis, as included in the consolidated financial statements of Intel.

The Company utilized the Intel Aligned Groups mainly in research and development activities. The associated costs of the Intel Aligned Groups are reflected on a specific attribution basis in the combined statements of operations and comprehensive income (loss). Intel Aligned Groups also participated in various Intel compensation and benefit plans. Portions of those plans' costs were based on actual headcount and included in these combined financial statements. These costs are not necessarily indicative of costs that would have been incurred had the Company operated on a stand-alone basis.

The combined statements of operations and comprehensive income (loss) also include allocations of general corporate expenses from Intel. These expenses have been allocated to the Company on the basis of direct usage when identifiable or allocated on the basis of headcount. Management of the Company and Parent considered the basis on which the expenses have been allocated to be a reasonable reflection of the utilization of the services provided to or the benefit received by the Company during the periods presented. Mobileye largely continued to operate as a standalone operation and had not been fully integrated into

Intel, with limited use of corporate overhead functions. The allocated costs for the periods presented in the statement of operations and comprehensive income (loss) were not material. The allocations may not be reflective of the expenses that would have incurred had the Company operated as a stand-alone company for the periods presented. These costs also may not be indicative of the expenses that the Company will incur in the future or would have incurred if the Company had obtained these services from a third party. Actual costs that may have been incurred if the Company had operated as a stand-alone company would depend on a number of factors, including the chosen organizational structure, the outsourcing of certain functions, and other strategic decisions.

As Mobileye Group was not historically held by a single legal entity, total parent net investment is shown in lieu of equity in the combined financial statements and represents Intel's total interest in the recorded net assets of Mobileye Group. All intercompany transactions within the combined businesses of the Company have been eliminated. Transactions between the Company and Intel, arising from arrangements with Intel and other similar related-party transactions, were considered to be effectively settled in the combined financial statements at the time the transactions were recorded, unless otherwise noted. The total net effect of the settlement of these transactions was reflected within parent net investment as a component of equity in the combined balance sheets and within net transfers from (to) Parent as a financing activity in the combined statements of cash flows, unless otherwise noted.

Net loss per share data has not been presented in the combined financial statements because Mobileye Group did not operate as a separate legal entity with its own capital structure during the periods presented.

The Company operates on a 52-week or 53-week fiscal year that ends on the last Saturday in December. Fiscal years 2021, 2020, and 2019 were 52-week fiscal years.

Use of estimates

The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts and events reported and disclosed in the combined financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions and factors, including the current economic environment, that we believe to be reasonable under the circumstances. Actual results could differ from those estimates.

On an on-going basis, management evaluates its estimates, judgments, and assumptions. The most significant estimates and assumptions relate to recognition and useful lives of intangible assets, impairment assessment of intangible assets and goodwill, and income taxes.

Functional currency

The majority of the Company's and its subsidiaries revenue are denominated in the United States ("U.S.") dollar, as are most purchases of materials and components. The Company's financings and capitalization have also been denominated in the U.S. dollar. Management believes that the currency of the primary economic environment in which the Company and its subsidiaries operate is the U.S. dollar, and thus, the U.S. dollar is the functional and reporting currency of the Company and its subsidiaries.

Accordingly, transactions in currencies other than the U.S. dollar are measured and recorded in the functional currency using the exchange rate in effect at the date of the transaction. Monetary assets and liabilities that are denominated in currencies other than the U.S. dollar are measured using the official exchange rate at the balance sheet date. Non-monetary assets and liabilities are remeasured into the functional currency using the historical exchange rate. The effects of foreign currency remeasurements are recorded in the combined statements of operations and comprehensive income (loss) as other expenses, net.

Cash, cash equivalents, and restricted cash

Cash equivalents are short-term unrestricted highly liquid investments that are readily convertible to cash and with original maturities of three months or less at acquisition.

Restricted bank deposits are cash amounts related to bank guarantees mainly in connection with lease agreements and import of vehicles. Such deposits are stated at cost, which approximates market values. These amounts are included in other long-term assets on the combined balance sheets.

Cash and restricted cash managed through bank accounts legally owned by the Parent at the corporate level were not attributable to the Company for any of the periods presented. Only cash and restricted cash legally owned by the Company are reflected on the combined balance sheets.

The following is a reconciliation of the cash, cash equivalents and restricted cash for each year presented:

	December 25, 2021	December 26, 2020	December 28, 2019
		In millions	
Cash and cash equivalents	$616	$85	$49
Restricted cash (within other long-term assets)	9	8	6
Cash, cash equivalents and restricted cash	$625	$93	$55

Fair value measurement

When determining fair value, the Company considers the principal or most advantageous market in which it would transact, as well as assumptions that market participants would use when pricing the asset or liability. The Company assesses fair value hierarchy levels for its financial assets based on the underlying financial instrument.

Consistent with Accounting Standards Codification ("ASC") 820, Fair Value Measurement, the Company follows a three-tier fair value hierarchy as a basis for considering the assumptions and for inputs used in the valuation methodologies in measuring fair value:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable prices that are based on inputs not quoted on active markets but are corroborated by market data or active market data for similar, but not identical assets or liabilities.

Level 3: Unobservable inputs are used when little or no market data is available. The Company monitors and reviews the inputs and results of these valuation models to help ensure the fair value measurements are reasonable and consistent with market experience in similar asset classes. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible and considers credit risk in its assessment of fair value.

The Company measures its investments in short term deposits classified as cash equivalents at fair value on a recurring basis, due to the short maturity of these items, the carrying value is deemed to approximate to fair value. Short term deposits included in cash and cash equivalents were $209 million and $59 million as of December 25, 2021 and December 26, 2020, respectively.

The carrying amounts of the related party loan, trade accounts receivable and accounts payable approximate fair value because of their generally short maturities.

The Company also has goodwill and acquisition-related in-process research and development assets that are required to be recorded at fair value only if an impairment is recognized in the current year. As described in further details in Note 10 and Note 11, these assets are evaluated on an ongoing basis for impairment. The fair value of these assets was determined using estimated discounted future cash flows, or cost-replacement and cost-savings methods, which are Level 3 valuation techniques.

Inventories

Inventories are stated at the lower of cost and net realizable value. The Company computes inventory cost on an average cost basis and adjusts for excess and obsolete inventories primarily based on future demand and market conditions, including product-specific facts and circumstances that considers the Company's

customer base and an assessment of selling price in relation to product cost. Once written-down, a new lower cost basis for that inventory is established.

Property and equipment, net

Property and equipment are stated at cost, less accumulated depreciation. Property and equipment are depreciated on a straight-line basis over their estimated useful lives.

The estimated useful lives per asset type are as follows:

	Years
Computers, equipment, and software	3 – 7
Vehicles	7
Office furniture and equipment	14
Electronic equipment	4

Leasehold improvements are amortized by the straight-line method over the shorter of the term of the lease and estimated useful life of the improvements. Buildings and any assets in construction are not depreciated until they are put into service.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting. The Company includes the results of operations of the businesses that we acquire in the combined financial statements beginning on the date of acquisition. The Company allocates the purchase price paid for assets acquired and liabilities assumed in connection with the Company's acquisitions based on their estimated fair values at the time of acquisition. This allocation involves a number of assumptions, estimates, and judgments in determining the fair value of the following:

- intangible assets, including the valuation methodology, estimations of future cash flows, discount rates, and growth rates, as well as the estimated useful life of intangible assets;
- deferred tax assets and liabilities, uncertain tax positions, and tax-related valuation allowances, which are initially estimated as of the acquisition date;
- inventory; property and equipment; pre-existing liabilities or legal claims; deferred revenue; and contingent consideration, each as may be applicable; and
- goodwill measured as the excess of consideration transferred over the net of the acquisition date fair values of the assets acquired and the liabilities assumed.

The Company's assumptions and estimates are based on comparable market data and information obtained from the Company's management and the management of the acquired companies. The Company allocates goodwill to the reporting units of the business that are expected to benefit from the acquisition.

Goodwill

The Company performs an annual impairment assessment of goodwill at the reporting unit level in the fourth quarter of each year, or more frequently if indicators of potential impairment exist. The analysis may include both qualitative and quantitative factors to assess the likelihood of impairment. Additionally, the Company is permitted to first assess qualitative factors to determine whether a quantitative goodwill impairment test is necessary. Further testing is performed if the Company determines, based on the qualitative assessment, that it is more likely than not that a reporting unit's fair value is less than its carrying amount.

Qualitative factors include industry and market considerations, overall financial performance, and other relevant events and factors affecting the reporting unit. Additionally, as part of this assessment, the Company may perform a quantitative analysis to support the qualitative factors above by applying sensitivities to assumptions and inputs used in measuring a reporting unit's fair value.

The Company's quantitative impairment test considers both the income approach and the market approach to estimate a reporting unit's fair value. Significant estimates include growth rates, estimated costs, and discount rates based on a reporting unit's weighted average cost of capital.

The Company performed a quantitative assessment for one of its reporting units in the year ended December 25, 2021. The Company did not record any impairment of goodwill for any of the periods presented. Forecasts and estimates are based on assumptions that are consistent with the plans and estimates used to manage the business. Changes in these estimates could change the conclusion regarding an impairment of goodwill.

Intangible assets, net

The Company amortizes acquisition-related intangible assets that are subject to amortization over their estimated useful life. Acquisition-related in-process research and development assets represent the fair value of incomplete research and development projects that had not reached technological feasibility as of the date of acquisition; initially, these are classified as in-process research and development and are not subject to amortization. Once these research and development projects are completed, the asset balances are transferred from in-process research and development to acquisition-related developed technology and are subject to amortization from this point forward. The asset balances relating to projects that are abandoned after acquisition are impaired and expensed to research and development.

The Company performs a quarterly review of significant finite-lived identified intangible assets to determine whether facts and circumstances indicate that the carrying amount may not be recoverable. These reviews can be affected by various factors, including external factors such as industry and economic trends, and internal factors such as changes in the Company's business strategy and its forecasts for specific product lines.

Impairment of long-lived assets

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Assets are categorized and evaluated for impairment at the lowest level of identifiable cash flows. In the event that the sum of the expected future undiscounted cash flows expected to be generated by the long-lived assets is less than the carrying amount of such assets, an impairment charge would be recognized and the assets would be written down to their estimated fair values. During the years ended December 25, 2021, December 26, 2020, and December 28, 2019, no impairment indicators were identified.

Research and development, net

Research and development expenses are expensed as incurred, and consist primarily of personnel, facilities, equipment, and supplies for research and development activities.

The Company follows the provisions of ASC 985, Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed, which requires that software development costs incurred in conjunction with development be charged to research and development expenses until technological feasibility is established. The technological feasibility is established upon completion of a working model. The costs incurred by the Company between technological feasibility and general release to the public have been insignificant. Accordingly, all research and development costs have been expensed as incurred.

The Company occasionally enters into best-efforts nonrefundable, non-recurring engineering ("NRE") arrangements pursuant to which the Company is reimbursed for a portion of the research and development expenses attributable to specific development programs. The Company does not receive any additional compensation or royalties upon completion of such projects and the potential customer does not commit to purchase the resulting product in the future. The participation reimbursement received by the Company does not depend on whether there are future benefits from the project. All intellectual property generated from these arrangements is exclusively owned by the Company.

Participations in expenses for research and development projects are recognized on the basis of the costs incurred and are netted against research and development expenses in the combined statements of

operations and comprehensive income (loss). Research and development reimbursements of $54 million, $48 million, and $42 million were offset against research and development costs in the years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively.

Derivatives and hedging

Beginning in 2021, as part of Intel's corporate hedging program, Intel is hedging forecast cash flows denominated in Israel Shekels ("ILS") related to the Company. ILS is the largest operating expense currency of the Company. Intel combines all of its ILS exposures, and as part of Intel's hedging program enters into hedging contracts to hedge Intel's combined ILS exposure. Gains and losses attributed to these combined financial statements are recorded under accumulated other comprehensive income and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The amount of hedging gain that was reclassified to the combined statement of operations and comprehensive income (loss) for the year ended December 25, 2021 was approximately $13 million.

Revenue recognition

The Company recognizes net product revenue when performance obligations are satisfied as evidenced by the transfer of control of the Company's products or services to customers. Substantially all of the Company's revenue is derived from product sales. In accordance with contract terms, revenue for product sales is recognized at the time of product shipment from the Company's facilities, as determined by the agreed upon shipping terms. Revenue for product sales to resellers and distributors is recognized at the time of delivery of products to the resellers and distributors.

The Company measures revenue based on the amount of consideration the Company expects to be entitled to in exchange for products or services. Variable consideration is estimated and reflected as an adjustment to the transaction price. The Company determines variable consideration, which consists primarily of various volume rebates, by estimating the most likely amount of consideration the Company expects to receive from the customer. Volume rebates earned by customers are offset against their receivable balances. Rebates earned by customers when they do not have outstanding receivable balances are recorded within other current liabilities. Substantially all of the Company's contracts do not include right of return or acceptance provisions. Revenue is recognized net of any taxes invoiced to customers, which are subsequently remitted to governmental authorities. Any shipping and handling costs related to the fulfillment of sales are included in cost of revenue.

Advertising expenses

Advertising expenses are charged to sales and marketing on the combined statements of operations and comprehensive income (loss) as incurred. Advertising expenses for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 amounted to $2 million, $3 million, and $2 million, respectively.

Share-based compensation

The Company's employees participate in Intel's equity incentive plans. Equity awards granted to employees are accounted for using the estimated grant date fair value. The Company estimates the fair value of employee stock options to purchase shares of Intel common stock at the date of grant using an option pricing model and values restricted stock units ("RSUs") based on the market value of the underlying share of Intel common stock at the date of grant. The Company recognizes share-based compensation expense over the requisite service period of the award, net of estimated forfeitures.

Income Taxes

The Company computes the provision for income taxes under the asset and liability method prescribed by the Financial Accounting Standards Board ("FASB") Guidance ASC 740, Income Taxes, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in these combined financial statements. Under this method, deferred tax assets and liabilities, resulting from temporary differences between the financial reporting and tax bases of assets

and liabilities, are measured as of the balance sheet date using enacted tax rates expected to apply to taxable income in the years the temporary differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The realization of deferred tax assets depends upon the existence of sufficient taxable income, of appropriate character, within the carryback or carryforward periods under the tax law in the applicable tax jurisdiction. Valuation allowances are established when the Company determines, based on available information, that it is more likely than not that deferred tax assets will not be realized. Significant judgment is required in determining whether valuation allowances should be established, as well as the amount of such allowances.

The Company records accruals for uncertain tax positions when the Company believes that it is more likely than not that a tax position will not be sustained on examination by tax authorities based on the technical merits of the position. The Company adjusts these accruals when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate.

Income taxes as presented herein attribute certain current and deferred income taxes of the Company's Parent to the Company's combined financial statements in a manner that is consistent with the asset and liability method.

During the years presented in the combined financial statements, certain components of the Company's business operations were included in the consolidated U.S. domestic and certain foreign income tax returns filed by the Company's Parent, where applicable. The Company also files certain foreign income tax returns on a separate basis, distinct from its Parent. The income tax provision included in the Company's combined financial statements has been calculated using the separate return method as if the Company had filed its own tax returns. The Company will present tax loss carry-forward amounts that have not been utilized by the Parent only to the extent such tax attributes can be claimed on a separate income tax return as opposed to a consolidated income tax return filing with its Parent. Use of the separate return method may result in differences when amounts allocated to the Company's separate income tax provision are compared to the Parent's income tax provision.

Provision for warranties

The Company provides warranties for its products, which vary with respect to each contract and in accordance with the nature of each specific product. The warranty terms vary from one to three years, with the vast majority of the Company's products being subject to a warranty period of three years. The Company estimates the costs that may be incurred under its warranty and records a liability in the amount of such costs at the time revenue is recognized. The Company periodically assesses the adequacy of its recorded warranty liabilities and adjusts the amounts as necessary.

Provision for warranties is included in other current liabilities on the combined balance sheets. Provision for warranties as of December 25, 2021 and December 26, 2020, as well as warranty expenses for the each of the years ended December 25, 2021, December 26, 2020, and December 28, 2019, were not material.

Loss contingencies

The Company is currently involved in commercial claims within the ordinary course of business. The Company reviews the status of each matter and assesses its potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the loss can be reasonably estimated, the Company accrues a liability for the estimated loss. When accruing these costs, the Company recognizes an accrual for an amount within a range of loss that is the best estimate within the range. When no amount within the range is a better estimate than any other, the Company accrues for the minimum estimated loss within the range. The Company discloses contingencies when it believes that a loss is not probable, but reasonably possible.

Management believes that there are no current matters that would have a material effect on the Company's financial position, results of operations or cash flows. Legal fees are expensed as incurred.

Leases

The Company accounts for leases in accordance with ASC 842, Leases, which requires lessees to recognize leases on the combined balance sheets and disclose key information about leasing arrangements.

Leases primarily consist of real property and vehicles and are classified as operating leases with fixed payment terms. The Company determines if an arrangement is a lease, or contains a lease, at inception and records the leases in these combined financial statements upon lease commencement, which is the date when the underlying asset is made available for use by the lessor. Right-of-use ("ROU") assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are included in other long-term assets, other current liabilities, and other long-term liabilities on the combined balance sheet. Lease expenses for the operating leases are recognized on a straight-line basis over the lease term and are included in operating expenses in the combined statements of operations and comprehensive income (loss). Options to extend or terminate the lease are taken into account when it is reasonably certain at the commencement date that such options will be exercised.

The Company has lease agreements with lease and non-lease components. The non-lease components are accounted for separately and not included in the leased assets and corresponding liabilities. On the commencement date, lease payments that include variable lease payments dependent on an index or a rate (such as the Consumer Price Index or a market interest rate), are initially measured using the index or rate at the commencement date. Variable payments that depend on performance or use of the underlying asset are not included in the lease payments. Such variable payments are recognized in the combined statements of operations and comprehensive income (loss) in the period in which the event or condition that triggers the payment occurs. These variable payment amounts were not material to the combined financial statements for the years ended December 25, 2021, December 26, 2020, and December 28, 2019.

The interest rate used to determine the present value of the future lease payments is the Company's incremental borrowing rate because the interest rate implicit in most of its leases is not readily determinable.

Concentration of credit risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash and cash equivalents, which include short-term deposits, and trade accounts receivable.

The majority of the Company's cash and cash equivalents are invested in banks domiciled in the U.S., as well as in Israel. Generally, these cash equivalents may be redeemed upon demand. Short term bank deposits, included in cash and cash equivalents, are held in the aforementioned banks. Accordingly, management believes that these bank deposits have minimal credit risk.

The Company's account receivables are derived primarily from sales to Tier 1 suppliers to the automotive manufacturing industry located mainly in the U.S., Europe, and China. Concentration of credit risk with respect to account receivables is mitigated by credit limits, ongoing credit evaluation, and account monitoring procedures. Credit is granted based on an evaluation of a customer's financial condition and, generally, collateral is not required. Trade accounts receivable are typically due from customers within 30 to 60 days. The Company performs ongoing credit evaluations of its customers and has not experienced any material losses in the periods presented. See Note 12 related to customers that accounted for more than 10% of the Company's total revenue and accounts receivable balance for each of the years presented in these combined financial statements. The Company establishes credit losses accounts receivable by considering a number of factors, including the length of time accounts receivable are past due, the Company's previous loss history from such customers, and the customers' current ability to pay its obligation to the Company. As of December 25, 2021 and December 26, 2020, the credit losses accounts receivable, which is determined with respect to specific debts that are doubtful of collection and netted against accounts receivable, was not material. The Company writes off accounts receivable when they are deemed uncollectible. For the years ended December 25, 2021, December 26, 2020, and December 28, 2019, the charge-offs and recoveries in relation to the credit losses accounts were not material.

Customer concentration risk

The Company's business, results of operations, and financial condition for the foreseeable future will likely continue to depend on sales to a relatively small number of customers. In the future, these customers may decide not to purchase the Company's products, may purchase fewer products than in previous years, or may alter their purchasing patterns. Further, the amount of revenue attributable to any single customer or customer concentration generally may fluctuate in any given period. In addition, a decline in the production levels of one or more of the Company's major customers, particularly with respect to vehicle models for which the Company is a significant supplier, could reduce revenue. The loss of one or more key customers, a reduction in sales to any key customer or the Company's inability to attract new significant customers could negatively impact revenue and adversely affect the Company's business, results of operations, and financial condition. See Note 12 related to customers that accounted for more than 10% of the Company's total revenue and accounts receivable balance for each of the years presented in these combined financial statements.

Dependence on a single supplier risk

The Company purchases all its System on Chip ("EyeQ® SoC") from a single supplier. Any issues that occur and persist in connection with the manufacture, delivery, quality, or cost of the assembly and testing of inventory could have a material adverse effect on the Company's business, results of operations and financial condition.

COVID-19

The COVID-19 pandemic has adversely affected significant portions of our business and could have a continued adverse effect on our business, results of operations, and financial condition. There is a significant constraint in the global supply of semiconductors. The COVID-19 pandemic led to an increase in the demand for consumer electronics and global semiconductor manufacturers allocated significant capacity to meet such demand. As global automakers resumed production in 2020 following shutdowns resulting from the COVID-19 pandemic, semiconductor supply became further strained, and these factors, combined with the long lead times associated with the Company, have contributed to a shortage of semiconductors.

During the year ended December 25, 2021, the Company's supplier was not able to meet demand of the Company for the EyeQ® SoC, causing a significant reduction in the inventory level of the Company, and the Company expects that it may continue to experience a shortfall of EyeQ® SoC during 2022. As the Company has entered fiscal 2022 with significantly lower inventories of its EyeQ® SoC resulting from the limited supply during the year ended December 25, 2021, it may be unable to offset future supply constraints through the use of inventory on hand. Since the EyeQ® SoC is the core of the ADAS and AV products, continued shortages in the supply of sufficient EyeQ® SoC to meet production needs may impair the Company's ability to meet its customers' requirements in a timely manner and may adversely affect the Company's business, results of operations and financial condition. Moreover, to the extent that the global semiconductor shortage results in reduced production or production delays by automakers, those delays could result in reduced or delayed demand for the Company products. In addition, issues relating to the COVID-19 pandemic have led to port congestion and intermittent supplier shutdowns and delays in the delivery of critical components, resulting in additional expenses to expedite delivery of critical parts. Sustaining the Company's production trajectory will require the readiness and solvency of its suppliers and vendors, a stable and motivated production workforce and ongoing government cooperation, including for travel and visa allowances, which many governments have restricted in connection with efforts to address the COVID-19 pandemic.

New Accounting pronouncements

Recently Adopted Accounting Pronouncements:

In June 2016, the FASB issued ASC 326, Financial Instruments — Credit Losses: Measurement of Credit Losses on Financial Instruments, which replaces the existing incurred loss impairment model with an expected credit loss model and requires a financial asset measured at amortized cost to be presented at the net amount expected to be collected. The Company adopted ASC 326 in the first quarter of 2020 and there

was no material impact on the Company's combined balance sheet and the combined statements of operations and comprehensive income (loss) upon adoption.

In January 2017, the FASB issued Accounting Standard Update ("ASU") No. 2017-04, *Intangibles — Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*, to simplify the subsequent measurement of goodwill by removing the requirement to perform a hypothetical purchase price allocation to compute the implied fair value of goodwill to measure impairment. Instead, any goodwill impairment will equal the amount by which a reporting unit's carrying value exceeds its fair value carrying amount of goodwill. In addition, the guidance eliminates the requirements for any reporting unit with a zero or negative carrying amount to perform a qualitative assessment and, if it fails that qualitative test, to perform Step 2 of the goodwill impairment test. This standard is effective for annual or any interim goodwill impairment test in years beginning on or after December 15, 2019. The Company adopted this guidance in the first quarter of 2020 with no material impact on these combined financial statements.

Accounting Pronouncements Not Yet Effective:

In March 2020, the FASB issued ASU No. 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which provides practical expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The amendments in this ASU apply only to contracts, hedging relationships, and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued due to reference rate reform. ASU No. 2020-04 is effective through December 31, 2022. The Company will adopt this standard when LIBOR is discontinued, and all contracts will be renegotiated at that point. The Company does not anticipate that the adoption of this new standard will have a material impact on the Company's combined financial statements and accompanying notes.

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832): Disclosures by Business Entities About Government Assistance, which requires entities to provide disclosures on material government assistance transactions for annual reporting periods. The disclosures include information around the nature of the assistance, the related accounting policies used to account for government assistance, the effect of government assistance on the entity's combined financial statements, and any significant terms and conditions of the agreements, including commitments and contingencies. The new standard is effective for the Company on January 1, 2022 and only impacts annual financial statement footnote disclosures. The Company does not anticipate that the adoption of this new standard will have a material impact on the Company's combined financial statements and accompanying notes.

NOTE 3 OTHER FINANCIAL STATEMENT DETAILS

Inventories

	December 25, 2021	December 26, 2020
	In millions	
Raw materials	$24	$ 17
Work in process	—	2
Finished goods	73	109
	$97	$128

Inventory write-downs and write-offs were not material for all years presented in these combined financial statements.

Property and equipment, net

	December 25, 2021	December 26, 2020
	In millions	
Computers, electronic equipment, and software	$ 85	$ 65
Vehicles	11	5
Office furniture and equipment	2	2
Leasehold improvements	15	14
Construction in process	249	145
Total property and equipment, gross	362	231
Less: Accumulated depreciation	(58)	(44)
Total property and equipment, net	$304	$187

Depreciation expenses totaled $17 million, $13 million, and $11 million for the years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively.

Substantially all of the Company's property and equipment and long-lived assets were located in Israel as of December 25, 2021 and December 26, 2020.

Royalty bearing agreements

The Company has entered into a number of license and technology transfer agreements with third parties. The agreements allow the Company to utilize and leverage the third parties' technology in order to integrate it into the Company's products. In consideration thereof, the Company is obligated to pay royalties to each of the third parties, for each unit of the applicable integrated product sold to other parties. As a result, during the years ended December 25, 2021, December 26, 2020, and December 28, 2019, the Company recorded expenses of approximately $7 million, $5 million, and $6 million, respectively. These expenses were classified as a component of cost of revenue.

NOTE 4 EMPLOYEE BENEFITS

In Israel

Severance

Israeli labor laws generally require severance payments upon dismissal of an employee or upon termination of employment in certain other circumstances. The following principal plans relate to the Company's employees in Israel:

Severance pay liability with respect to Israeli employees is calculated pursuant to Israeli Severance Pay Law based on the most recent salary of the employees, multiplied by the number of years of employment as of the period-end date. The Company records an expense for the increase in its severance liability, net of earnings (losses) from the related severance pay funds. The liabilities are presented on an undiscounted basis and included on the combined balance sheets as a long-term employee benefit. Severance pay liabilities as of December 25, 2021 and December 26, 2020 were $68 million and $59 million, respectively.

The Company's liability for all of its Israeli employees is covered for by monthly deposits with severance pay funds. The value of the deposited funds is based on the cash surrender value of these policies and includes earnings (or losses) accumulated through the balance sheet date. The deposited funds may be withdrawn only upon the fulfillment of the obligations pursuant to Israeli Severance Pay Law or labor agreements. Severance pay funds, which are included in other long-term assets, were $58 million and $48 million as of December 25, 2021 and December 26, 2020, respectively.

Part of the Company's liability for severance pay is covered by the provisions of Section 14 of the Israeli Severance Pay Law ("Section 14"). Under Section 14, employees are entitled to monthly deposits, at

a rate of 8.33% of their monthly salary, contributed by the Company on their behalf to their insurance funds. Payments by the Company in accordance with Section 14 release the Company from any future severance payments in respect of those employees. As a result, the Company does not recognize any liability for severance pay due to these employees under Section 14 and the related deposits are not recorded as assets on the combined balance sheets.

Other long-term employee benefits

Intel has a defined benefit plan for an adaptation grant for certain Intel aligned employees. The adaptation grant includes a salary for three months and may be paid to those employees upon retirement. The benefits under the adaptation grant are calculated based on years of service and pensionable earnings. The vested benefit obligation for a defined benefit plan is the actuarial present value of the vested benefits to which the employee is currently entitled based on the employee's expected date of separation or retirement.

For the years ended December 25, 2021, December 26, 2020, and December 28, 2019, the periodic benefit costs were $2 million, $1 million, and $1 million, respectively, the discount rates were 3.1%, 2.9%, and 2.6%, respectively, and the assumed rates of compensation increase were 4.0%, 4.2%, and 3.9%, respectively.

Projected benefit obligations as of December 25, 2021 and December 26, 2020 were $23 million and $18 million, respectively. The accumulated other comprehensive income related to this benefit was not material for all periods presented.

Non-Israeli Defined Contribution Plans

Most of the Company's non-Israeli subsidiaries provide defined contribution plans for the benefit of their employees. The plans primarily provide for Company matching contributions based upon a percentage of the employees' contributions. The Company's contributions for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 under such plans were not material.

NOTE 5 LEASES

The Company has entered into various non-cancellable operating lease agreements for its main offices and vehicles.

The lease term of the majority of the Company's operating leases varies from three to five years. Some of the Company's leases include options to extend the lease term for up to five years. For purposes of calculating lease liabilities, lease terms include options to extend or terminate the lease when it is reasonably certain that the Company will exercise such options.

Lease expenses for operating lease payments are recognized on a straight-line basis over the lease term. Certain operating leases provide for annual increases to lease payments based on an index or rate. The Company calculates the present value of future lease payments based on the index or rate at the lease commencement date for new leases commencing after January 1, 2019. Differences between the estimated lease liability and actual payment are expensed as incurred and are not material for all periods presented. The lease agreements generally do not contain any residual value guarantees or restrictive covenants. Operating lease expense for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 were $11 million, $9 million, and $8 million, respectively, and operating cash outflows from operating leases were $12 million, $10 million, and $9 million, respectively. The Company does not have any finance leases.

The balances for the operating leases are presented on the combined balance sheets in other long-term assets, other current liabilities and long-term liabilities were as follows:

	Year ended	
	December 25, 2021	December 26, 2020
	In millions	
Operating lease right-of-use assets	$21	$26
Operating lease liabilities:		
Current portion of lease liabilities	12	10
Long-term operating lease liabilities	12	18
Total operating lease liabilities	$24	$28

As of December 25, 2021 and December 26, 2020, the weighted average remaining lease term was 2.44 years and 2.99 years, respectively, and the weighted average discount rate was 1.77% and 1.58%, respectively.

Maturities of future minimum lease payments as of December 25, 2021 were as follows:

	2022	2023	2024	2025	2026	Thereafter	Total
	In millions						
Total operating lease liabilities	$12	$8	$3	$1	$ —	$ —	**$24**

The Company obtained the right to use land in Jerusalem from the Israeli government for the construction of a new research and development and innovation center that will also host the Company's headquarters. This land lease was fully prepaid and no leases liabilities were recorded. This operating lease right of use asset is carried at cost and depreciated using the straight-line method. This operating lease right of use asset, net of depreciation, was $11 million and $11 million as of December, 25, 2021 and December 26, 2020, respectively, and is included in other long-term assets on the combined balance sheets.

NOTE 6 EQUITY AWARDS

The Company's equity incentive plans are broad-based, long-term programs intended to attract and retain talented employees. The Company's employees participate in Intel's equity incentive plan. All references to share and per share data in the tables below refer to Intel's common stock.

The Intel Corporation 2006 Equity Incentive Plan ("2006 Plan") provides for the grant of equity awards covering Intel common stock to eligible employees of the business and contain only a service condition. The equity awards granted generally vest over the course of three years from the grant date. The Company expenses the equity compensation costs according to the shorter of the vesting schedule or on a straight-line basis over the requisite service period.

With respect to Israeli employees, the 2006 Plan is designed to grant awards pursuant to the provision of Section 102 of the Israeli Income Tax Ordinance. In accordance with the capital gains treatment elected by the Company, the Company is not allowed for tax purposes to deduct the amounts credited to employees. This includes amounts recorded as salary benefits in the Company's combined financial statements, in respect of equity granted to employees under the plan, with the exception of the benefit component, if any, on the grant date.

Options

Outstanding and exercisable options for Intel's common stock under Intel's plan as of December 25, 2021 were as follows:

	Outstanding			Exercisable	
Exercise price (In dollars)	Number of shares	Weighted average remaining contractual life	Weighted average exercise price	Number of shares	Weighted average exercise price
	In thousands	In years	In dollars	In thousands	In dollars
4.0 – 22.6	108	3.2	$13.0	41	$21.6
23.9 – 26.9	2,122	1.6	26.9	2,119	26.9
31.9 – 34.0	1,280	0.7	33.0	1,280	33.0
55.2	68	7.3	55.2	23	55.2
	3,578	**1.5**	**$29.2**	**3,463**	**$29.3**

The option activity for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 for options granted to Company's employees for Intel's common stock was as follows:

	Number of options	Weighted average exercise price	Weighted average remaining contractual Life	Aggregated intrinsic value[1]
	In thousands	In dollars	In years	In millions
Options outstanding as of December 29, 2018	6,642	$28.5		
Granted	90	55.2		
Exercised	(135)	19.3		
Forfeited	(3)	20.3		
Options outstanding as of December 28, 2019	6,594	$29.1	3.4	$204
Exercised	(173)	23.4		
Forfeited	(30)	19.5		
Options outstanding as of December 26, 2020	6,391	$29.2	2.4	$114
Exercised	(2,807)	29.3		
Forfeited	(6)	24.5		
Options outstanding as of December 25, 2021	3,578	$29.2	1.5	$ 79
Options exercisable as of December 25, 2021	3,463	$29.3	1.3	$ 76

(1) The aggregate intrinsic value is calculated as the difference between the exercise price of the underlying awards and the closing stock price of an Intel share. On December 25, 2021, December 26, 2020, and December 28, 2019, the share prices were $51.31, $47.07, and $60.08, respectively. This represents the potential pre-tax amount receivable by the option holders had all option holders exercised their options as of such date.

(2) The remaining options expected to vest as of December 25, 2021 was 115 thousand options with an average weighted exercise price of $26.8.

RSUs

The RSU activity for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 for RSUs granted to Company's employees for Intel's common stock was as follows:

	Number of RSUs	Weighted average grant date fair value
	In thousands	In millions
Outstanding as of December 29, 2018	3,174	$41.15
Granted	656	49.22
Vested	(1,396)	41.28
Forfeited	(63)	43.64
Outstanding as of December 28, 2019	2,371	$43.24
Granted	3,628	44.44
Vested	(1,588)	41.98
Forfeited	(72)	47.36
Outstanding as of December 26, 2020	4,339	$44.63
Granted	2,935	47.76
Vested	(1,761)	44.05
Forfeited	(235)	46.38
Outstanding as of December 25, 2021	5,278	$46.49

Share-based compensation expense summary

Expenses recognized

Share-based compensation expenses included in the combined statements of operations and comprehensive income (loss) was as follows:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
		In millions	
Cost of revenue	$ 1	$—	$—
Research and development, net	77	67	60
Sales and marketing	4	3	2
General and administrative	15	15	14
Total share-based compensation	$97	$85	$76

Unrecognized expenses

As of December 25, 2021, the unrecognized compensation costs related to stock options and RSUs granted under the 2006 Plan was $196 million, which will be recognized over a weighted average period of 1.5 years.

NOTE 7 INCOME TAXES

Loss before income taxes included in the combined statements of operations and comprehensive income (loss)

Loss before income taxes was comprised as follows:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
	In millions		
Income (loss) before taxes:			
U.S.	$(96)	$ (77)	$ (58)
Non-U.S.	39	(135)	(267)
Total loss before income taxes	$(57)	$(212)	$(325)

Benefit (provision) on income included in the combined statements of operations and comprehensive income (loss)

Benefit (provision) for income taxes for the years ended December 25, 2021, December 26, 2020, and December 28, 2019 was comprised of the following:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
	In millions		
Current taxes:			
U.S.	$ —	$ —	$ —
Non-U.S.	(47)	(37)	(35)
Total current provision for income taxes	$(47)	$(37)	$(35)

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
	In millions		
Deferred taxes:			
U.S.	$(30)	$—	$—
Non-U.S.	59	53	32
Total deferred provision for income taxes	$ 29	$53	$32
Total benefit (provision) for income taxes	$(18)	$16	$ (3)

Income taxes reconciliation

The difference between the tax provision at the statutory federal income tax rate and the benefit (provision) for income taxes as a percentage of loss before income taxes (effective tax rate) for each year was as follows:

	December 25, 2021	December 26, 2020	December 28, 2019
		%	
Statutory federal income tax rate	21.0	21.0	21.0
Increase (reduction) in rate resulting from:			
Foreign rate differential	(1.9)	0.5	(16.8)
Technology incentives – current	183.1	28.2	16.1
Technology incentives – deferred	(116.4)	(29.1)	(16.6)
U.S. branch taxation of foreign operations	(54.4)	—	—
Decrease (increase) in uncertain tax position, net	(0.3)	0.2	0.6
Share-based compensation related adjustments	(13.7)	(4.1)	(1.5)
Increase in valuation allowance	(50.0)	(7.7)	(3.7)
Non-deductible expenses and other	1.0	(1.5)	—
Effective tax rate	**(31.6)**	**7.5**	**(0.9)**

In the tax year ended December 25, 2021, Mobileye's Israeli operations became taxable in the U.S. as a branch entity. As a result, certain operations are taxed both in the U.S. and locally in Israel. For U.S. tax purposes, there were favorable current tax deductions that we could not benefit from due to a valuation allowance position. This resulted in a residual tax expense associated with a deferred tax liability recorded for goodwill.

In Israel, the Company benefits from a reduced tax rate under the Special Preferred Technological Enterprise status under the Law for the Encouragement of Capital Investments, 1959, or the Investment Law.

Under the Investment Law, income derived by Preferred Companies from 'Special Preferred Technological Enterprises' (as defined in the 2017 Amendment), would be subject to 6% tax rate on income deriving from intellectual property, subject to a number of conditions being fulfilled, including a minimal amount or ratio of annual research and development expenditures and research and development employees, as well as having at least 25% of annual income derived from exports. Special Preferred Technological Enterprise is defined as an enterprise which meets the aforementioned conditions and for which total consolidated revenue of its Parent company and all subsidiaries are more than ILS10 billion.

Deferred income taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Deferred tax liabilities and assets are classified as long term on the combined balance sheets.

Significant components of the Company's deferred tax assets and deferred tax liabilities were as follows:

	December 25, 2021	December 26, 2020
	In millions	
Deferred tax assets		
Share-based compensation	$ 80	$ 10
Provisions for employee benefits	8	6
Net operating losses carryforward	198	26
Research and development expenses	105	22
Gross deferred tax assets	391	64
Valuation allowance	(229)	—
Total deferred tax assets	162	64
Deferred tax liabilities		
Intangible assets	(181)	(264)
Goodwill	(152)	—
Total deferred tax liabilities	(333)	(264)
Net deferred tax liabilities	$(171)	$(200)

In the tax year ending December 25, 2021, Mobileye's Israeli operations became taxable in the U.S. as a branch entity. As a result, the Company recognized the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for U.S. income tax purposes which resulted in a net deferred tax liability after evaluation of deferred tax assets for realizability.

Change in valuation allowance for deferred tax assets were as follows:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
		In millions	
Valuation allowance at beginning of year	$ —	$ —	$ 1
Additions	185	—	—
Income tax expense	44	—	(1)
Valuation allowance at end of year	$229	$ —	$ —

For purposes of these combined financial statements, the income tax expense and deferred tax balances have been prepared as if the Company filed income tax returns on the separate return method. Net operating losses generated by the Company that have been utilized as part of the Intel consolidated tax return filing have not been reflected in these combined financial statements based on a return reality methodology since they will not be available to offset taxable income of the Company in future periods. The Company had U.S. net operating loss carryforwards of $275 million for the year ended December 25, 2021, which were generated in a separate tax return years before becoming eligible for consolidation with Intel (separate return losses) on July 17, 2021.

The Company has generated a non-U.S. net operating loss carryforward of $131 million for the year ended December 25, 2021. This net operating loss carryforward amount relates primarily to operations in Israel and has an indefinite carry-forward period.

Realization of deferred tax assets is based on the Company's judgment and various factors including reversal of deferred tax liabilities, the ability to generate future taxable income in jurisdictions where such assets have arisen, and potential tax planning strategies. A valuation allowance is recorded in order to reduce

the deferred tax assets to the amount expected to be realized in the future. The valuation allowance for the years presented are primarily related to U.S. branch deferred tax assets not currently expected to be realized given that the Company has sustained recent losses based on the separate return method.

The Company intends to indefinitely reinvest undistributed foreign earnings into foreign operations and expects future U.S. cash generated to be sufficient to meet future U.S. cash needs. Therefore, the Company has not provided for deferred income taxes on undistributed foreign earnings. In making this determination, the Company evaluates both near-term and long-term fiscal needs of its U.S. domestic operations and its foreign subsidiaries. The estimation of the unrecognized deferred tax liability on undistributed foreign earnings is not practicable for the combined balance sheets dates presented.

Uncertain tax positions

A reconciliation of the beginning and ending amount of unrecognized tax benefits related to uncertain tax positions was as follows:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
	In millions		
Balance at the beginning of the year	$ 4	$ 5	$10
Settlements with taxing authorities	—	(1)	(4)
Lapse of statute of limitations	—	—	(1)
Balance at the end of the year	$ 4	$ 4	$ 5

As of December 25, 2021 and December 26, 2020, the Company had accrued $1 million and $1 million, respectively, for interest and penalties payable related to uncertain tax positions. The allowance for uncertain tax positions is included in other current and long-term liabilities on the combined balance sheets. The tax expenses related to uncertain tax positions included penalties and interest for the years ended December 25, 2021, December 26, 2020, and December 28, 2019, were not material.

All the balance of unrecognized tax benefits, if recognized, would reduce the Company's annual effective tax rate.

There are no material changes anticipated in the uncertain tax positions in the next twelve months, except in the case of settlements with tax authorities, the likelihood and timing of which is difficult to estimate, and in the lapse of statutes of limitations. The Company estimates that the unrecognized tax benefits as of December 25, 2021 could decrease by as much as $2 million in the next 12 months due to lapses in statutes of limitations.

The Company files income tax returns in the U.S., Israel, and in other certain foreign jurisdictions. The Company is no longer subject to U.S. and Israeli tax examinations for years prior to 2018 and 2016, respectively.

NOTE 8 RELATED PARTY TRANSACTIONS

The Company has entered into a series of related party arrangements with Intel. The arrangements were as follows:

Equity Conversion Arrangements for Purposes of Funding Acquisitions

For purposes of the Mobileye Acquisition, Intel entered into a loan agreement in 2017 to make available to the Company up to an aggregate principal amount of $20 billion (the "2017 Loan"). The amount of the 2017 Loan was denominated in U.S. dollars and the interest rate was based on the short term quarterly Applicable Federal Rate published by the Internal Revenue Service.

In 2019, the outstanding principal balance of $15.3 billion on the 2017 Loan was converted to equity as a contribution by Intel to the Company, thereby canceling the principal. In 2020, $679 million of accrued interest was converted to equity as a contribution by Intel to the Company.

There was no outstanding principal or interest balance as of December 25, 2021 and December 26, 2020. Interest expense recognized by the Company totaled $0 million, $1 million, and $257 million for the years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively.

Loan arrangements

The Company entered into a series of bilateral lending/borrowing arrangements with Intel. The purposes of the facilities are to enable bilateral cash movements between the parties. The arrangements are denominated in U.S dollars.

In 2017, Intel and the Company entered into a bilateral lending/borrowing arrangement ("Arrangement 1") to make available to either party up to an aggregate principal amount of $1.5 billion. Arrangement 1 has a mechanism for automatic renewal for additional periods of one year each. In 2021, Arrangement 1 was amended to increase the capacity from $1.5 billion to $1.8 billion, and the maturity date was automatically renewed to December 2022.

In 2017, Intel and the Company entered into a bilateral lending/borrowing arrangement ("Arrangement 2") to make cash available to either party up to an aggregate principal amount of $750 million. Arrangement 2 has a maturity date of September 2022 and has a mechanism for automatic renewal for additional periods of one year each.

In 2021, Intel and the Company entered into a bilateral lending/borrowing arrangement ("Arrangement 3" and, together with Arrangement 1 and Arrangement 2, the "Bilateral Loan Arrangements") to make cash available to either party up to an aggregate principal amount of $100 million. Arrangement 3 has a maturity date of July 2022 and has a mechanism for automatic renewal for additional periods of one year each. The interest rate is based on an applicable margin of 0.0% with an option for Intel to elect to increase or decrease the applicable margin on or after the first day of the 2022 fiscal year. If the election to increase the applicable margin is applied, the spread adjustment would be reflective of the difference between three-month LIBOR and the term Secured Overnight Financing Rate ("SOFR").

The total outstanding balance under the Bilateral Loan Arrangements is approximately $1.3 billion, which is reflected in current assets as a related party loan as of December 25, 2021 and December 26, 2020 based on the maturity date as of each balance sheet period. Interest income recognized by the Company totaled $3 million, $6 million, and $22 million for the years ended December 25, 2021, December 26, 2020, and December 28, 2019, respectively.

Stock Compensation Recharge Agreement

The Company entered into a stock compensation recharge agreement with Intel, which requires the Company to reimburse Intel for certain amounts relating to the value of share-based compensation provided to the Company's employees for RSUs or stock options exercisable in Intel stock. The liability associated with the stock compensation recharge agreement that is reflected on the combined balance sheets, under related party payable was approximately $162 million and $0 million as of December 25, 2021 and December 26, 2020, respectively. As for the inclusion of the Company's employees in Intel's equity incentive plan, see Note 6.

Hedging services

Intel centrally hedges its exposure to changes in foreign exchange rates. The Company entered into a hedging services agreement with Intel, to which, the Company is entitled to a certain allocation of the gains and losses arising from the execution of the hedging contracts.

Development Services and Lease

Intel entered into agreements with the Company to provide certain development services, including research, technical work on technology, products and solutions, construction and ancillary administrative services and use of space in Intel's building in Israel. The Company paid for these services on a quarterly basis. These costs are included in the combined statements of operations and comprehensive income (loss) primarily on a specific and direct attribution basis, as described in Note 2.

Other services to a related party

The Company reimbursed its Chief Executive Officer for reasonable travel related expenses incurred while conducting business on behalf of the Company. For the years ended December 25, 2021, December 26, 2020, and December 28, 2019, travel related reimbursements were $1.1 million, $0.5 million and $1.2 million, respectively.

NOTE 9 BUSINESS COMBINATION

In May 2020, Moovit was acquired for total consideration of $915 million. An amount of $90 million was retained to be paid to Moovit's former shareholders after 18 months in order to cover any potential indemnities that arise in the first 18 months post-acquisition. It was determined that the payment of all the deferred acquisition consideration to Moovit's former stockholders was probable, and therefore, the total of $90 million was included in purchase consideration as a liability incurred to the sellers. This deferred acquisition consideration was fully paid to Moovit's former shareholders in 2021. Total consideration includes the previously held ownership by Intel of 6% of Moovit originally acquired in 2018 and was contributed by Intel to the Company.

The fair value of goodwill and intangible assets recognized in connection with the Moovit acquisition was $604 million and $340 million, respectively. The intangible assets were comprised of $286 million of developed technology and $54 million of customer relationships and brands. The goodwill arising from the Moovit Acquisition is attributed to synergies and benefits that are expected to be generated from the collaboration between Mobileye and Moovit. Substantially all of the goodwill will not be deductible for tax purposes in Israel. The acquisition-related developed technology is primarily related to Moovit's monthly active user base and application platform. The acquisition related costs were not material to these combined financial statements.

Pro forma information has not been included for the Moovit Acquisition given the insignificant impact on the Company's results of operation for the years ended December 26, 2020 and December 28, 2019.

NOTE 10 GOODWILL

The following table presents the changes in the carrying amount of goodwill by segment for the years ended December 25, 2021 and December 26, 2020. The balance attributed to Mobileye as of December 28, 2019 represents the goodwill arising from the Mobileye Acquisition as described in Note 1. The Company did not record any impairment of goodwill for any of the periods presented.

	Year ended				
	December 28, 2019	Acquisitions	December 26, 2020	Acquisitions	December 25, 2021
	In millions				
Mobileye	$10,291	$493	$10,784	$ —	$10,784
Other	—	111	111	—	111
	$10,291	$604	$10,895	$ —	$10,895

NOTE 11 IDENTIFIED INTANGIBLE ASSETS

	December 25, 2021			December 26, 2020		
	Gross Assets	Accumulated Amortization	Net Carrying Amount	Gross Assets	Accumulated Amortization	Net Carrying Amount
	In millions					
Developed technology	$3,991	$1,419	$2,572	$3,091	$1,000	$2,091
In-process research and development	—	—	—	900	—	900
Customer relationships and brands	831	332	499	831	242	589
Total	$4,822	$1,751	$3,071	$4,822	$1,242	$3,580

Amortization expenses recorded for developed technology and customer relationships and brands were recorded in cost of revenue and sales and marketing, respectively, in the combined statements of operations and comprehensive income (loss) for each year presented. In process research and development was completed during 2021 and reclassified to developed technology. The Company did not record any impairment of intangible assets for any of the periods presented.

The following table presents the amortization expenses recorded for these identified intangible assets and their weighted average useful lives:

	Year ended			Weighted Average Useful Life In years
	December 25, 2021	December 26, 2020	December 28, 2019	
	In millions			
Developed technology	$419	$368	$261	10
Customer relationships and brands	90	82	66	12
Total amortization expense	$509	$450	$327	

The Company expects future amortization expenses for the next five years and thereafter to be as follows:

	2022	2023	2024	2025	2026	Thereafter	Total
	In millions						
Future amortization expenses	$544	$474	$445	$443	$332	$833	**$3,071**

NOTE 12 SEGMENT INFORMATION

An operating segment is defined as a component of an enterprise for which discrete financial information is available and is reviewed regularly by the Chief Operating Decision Maker ("CODM"), or decision-making group, to evaluate performance and make operating decisions. The Company has identified its CODM as the Chief Executive Officer ("CEO").

The Company's organizational structure and management reporting supports two operating segments: Mobileye and Moovit. The CODM evaluates performance, makes operating decisions and allocates resources based on the financial data of these operating segments. Operating segments do not record inter-segment revenue.

Mobileye is the Company's only reportable operating segment and Moovit is presented within "Other" as per ASC 280, Segment Reporting. Segment performance (which is the operating income reported) excludes the amortization of acquisition-related intangible assets. The measure of assets has not been disclosed for each segment as it is not regularly reviewed by the CODM.

The accounting policies of the individual segments are the same as those described in the summary of significant accounting policies in Note 2 to the combined financial statements.

The following is segment results for each year as follows:

	Year ended December 25, 2021			
	Mobileye	Other	Amounts not allocated to segments	Combined
	In millions			
Revenue	$1,363	$ 23	$ —	$1,386
Cost of revenue	308	4	419	731
Research and development, net	505	39	—	544
Sales and marketing	30	14	90	134
General and administrative	21	13	—	34
Segment performance	$ 499	$(47)	$(509)	$ (57)
Interest income with a related party				3
Other expense				(3)
Loss before income taxes				(57)
Share-based compensation	85	12	—	97
Depreciation of property and equipment	17	—	—	17

	Year ended December 26, 2020			
	Mobileye	Other	Amounts not allocated to segments	Combined
	In millions			
Revenue	$956	$ 11	$ —	$ 967
Cost of revenue	221	2	368	591
Research and development, net	417	23	—	440
Sales and marketing	26	8	82	116
General and administrative	28	5	—	33
Segment performance	$264	$(27)	$(450)	$(213)
Interest income with a related party				6
Other expense				(5)
Loss before income taxes				(212)
Share-based compensation	82	3		85
Depreciation of property and equipment	13	—	—	13

	Year ended December 28, 2019			
	Mobileye	Other	Amounts not allocated to segments	Combined
	In millions			
Revenue	$879	$—	$ —	$ 879
Cost of revenue	195	—	261	456
Research and development, net	384	—	—	384
Sales and marketing	34	—	66	100
General and administrative	25	—	—	25
Segment performance	$241	$—	$(327)	$ (86)
Interest expense with a related party				(235)
Other expense				(4)
Loss before income taxes				(325)
Share-based compensation	76	—	—	76
Depreciation of property and equipment	11	—	—	11

Total revenues based on the country that the product was shipped to were as follows:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
	In millions		
U.S.	$ 363	$254	$293
China	270	134	78
Germany	263	153	74
United Kingdom	198	161	171
South Korea	107	96	78
Singapore	42	41	43
Hungary	66	67	75
Rest of World	77	61	67
	$1,386	$967	$879

The Company generates the vast majority of its revenue from the sale of the EyeQ® SoCs to OEM customers through Tier 1 suppliers. Revenue generated by other product types was deemed to be not material.

Major Customers

Revenue from major customers that amount to 10% or more of total revenue:

	Year ended		
	December 25, 2021	December 26, 2020	December 28, 2019
Revenue from major customers			
Percent of total revenue			
Customer A	35%	35%	42%
Customer B	19%	13%	*
Customer C	17%	17%	20%
Customer D	*	10%	*
Customer E	*	10%	*

* Less than 10%

Accounts receivable balances of major customers that amount to 10% or more of total accounts receivable balance:

	As of	
	December 25, 2021	December 26, 2020
Percent of total accounts receivable balance		
Customer A	32%	40%
Customer B	30%	9%
Customer C	16%	25%

NOTE 13 SUBSEQUENT EVENTS

The combined financial statements of the Company are derived from the consolidated financial statements of Intel, which were previously issued for the year ended December 25, 2021 on January 26, 2022. Accordingly, the Company has evaluated transactions or other events for consideration as recognized subsequent events in these combined financial statements through January 26, 2022. Additionally, the Company has evaluated transactions and other events that occurred through March 2, 2022, the date these combined financial statements were available to be issued, for purposes of disclosure of unrecognized subsequent events.

MOBILEYE GROUP

CONDENSED COMBINED BALANCE SHEETS (UNAUDITED)

	July 2, 2022	December 25, 2021
	In millions	
Assets		
CURRENT ASSETS:		
Cash and cash equivalents	$ 774	$ 616
Trade accounts receivable, net	214	155
Inventories	98	97
Related party loan	901	1,326
Other current assets	56	76
TOTAL CURRENT ASSETS	**2,043**	**2,270**
Property and equipment, net	338	304
Intangible assets, net	2,789	3,071
Goodwill	10,895	10,895
Other long-term assets	97	115
TOTAL ASSETS	**$16,162**	**$16,655**
Liabilities and Equity		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 138	$ 160
Employee related accrued expenses	65	102
Related party payable	973	163
Dividend Note with related party	3,509	—
Other current liabilities	45	49
TOTAL CURRENT LIABILITIES	**4,730**	**474**
Long-term employee benefits	50	94
Deferred tax liabilities	172	181
Other long-term liabilities	11	17
TOTAL LIABILITIES	**4,963**	**766**
EQUITY		
Parent net investment	11,223	15,884
Accumulated other comprehensive income (loss)	(24)	5
TOTAL EQUITY	11,199	15,889
TOTAL LIABILITIES AND EQUITY	**$16,162**	**$16,655**

The accompanying notes are an integral part of the unaudited condensed combined financial statements.

MOBILEYE GROUP

CONDENSED COMBINED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)

	Six Months ended	
	July 2, 2022	June 26, 2021
	In millions	
Revenue	$854	$704
Cost of revenue	449	356
Gross profit	**405**	**348**
Operating expenses		
Research and development, net	359	258
Sales and marketing	64	65
General and administrative	18	18
Total operating expenses	**441**	**341**
Operating income (loss)	**(36)**	**7**
Interest income with related party	4	2
Interest expenses with related party	(9)	—
Other income (expense), net	5	—
Income (loss) before income taxes	**(36)**	**9**
Benefit (provision) for income taxes	(31)	(5)
Net income (loss)	**$ (67)**	**$ 4**
Other comprehensive income (loss), net of tax	(29)	2
Comprehensive income (loss)	**$ (96)**	**$ 6**

The accompanying notes are an integral part of the unaudited condensed combined financial statements.

MOBILEYE GROUP

CONDENSED COMBINED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)

	Parent Net Investment	Accumulated other comprehensive income	Total Equity
		In millions	
Six Months Ended			
Balance as of December 25, 2021	**$15,884**	**$ 5**	**$15,889**
Other comprehensive income (loss), net	—	(29)	(29)
Net income (loss)	(67)	—	(67)
Equity transaction in connection with the legal purchase of Moovit entities	(900)	—	(900)
Dividend Note with related party	(3,500)	—	(3,500)
Dividend distribution	(336)	—	(336)
Tax sharing agreement with Parent	(7)	—	(7)
Net transfer from (to) Parent	149	—	149
Balance as of July 2, 2022	**$11,223**	**$(24)**	**$11,199**
Balance as of December 26, 2020	**$15,842**	**$ —**	**$15,842**
Other comprehensive income (loss), net	—	2	2
Net income (loss)	4	—	4
Net transfer from (to) Parent	(1)	—	(1)
Balance as of June 26, 2021	**$15,845**	**$ 2**	**$15,847**

The accompanying notes are an integral part of the unaudited condensed combined financial statements.

MOBILEYE GROUP

CONDENSED COMBINED STATEMENTS OF CASH FLOWS (UNAUDITED)

	Six Months ended	
	July 2, 2022	June 26, 2021
	In millions	
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (67)	$ 4
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation of property and equipment	10	7
Share-based compensation	76	49
Amortization of intangible assets	282	245
Exchange rate differences on cash and cash equivalents	3	1
Deferred income taxes	2	(20)
Interest on Dividend Note	9	—
Interest with related party	27	(2)
Other	(3)	(1)
Changes in operating assets and liabilities:		
Trade accounts receivable	(59)	(39)
Other current assets	29	(10)
Inventories	(1)	27
Accounts payables and accrued expenses	(5)	11
Employee-related accrued expenses and long-term benefits	(81)	8
Other current liabilities	(3)	8
Other long-term assets	17	1
Other long-term liabilities	(3)	—
Net cash provided by operating activities	**233**	**289**
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(53)	(55)
Issuance of loan to related party	(336)	(280)
Repayment of loan due from related party	733	—
Net cash provided by (used in) investing activities	**344**	**(335)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Net transfers from Parent	121	51
Dividend paid	(336)	—
Share-based compensation recharge	(186)	—
Deferred offering costs	(14)	—
Changes in withholding tax related to employee stock plans	—	(2)
Net cash provided by (used in) financing activities	**(415)**	**49**
Effect of foreign exchange rate changes on cash and cash equivalents	(3)	(1)
Increase in cash, cash equivalents and restricted cash	159	2
Balance of cash, cash equivalents and restricted cash, at beginning of year	625	93
Balance of cash, cash equivalents and restricted cash, at end of period	**$ 784**	**$ 95**
Supplementary non-cash investing and financing activities		
Non-cash purchase of property and equipment	$ 12	$ 24
Non-cash share-based compensation recharge	19	101
Dividend Note with related party	3,500	—
Equity transaction	900	—
Supplemental cash flow information		
Cash paid for income taxes, net of refunds	$ 24	$ 21
Interest received from related party	(29)	—

The accompanying notes are an integral part of the unaudited condensed combined financial statements.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

NOTE 1 — GENERAL

Background

Mobileye Group is a leader in the development and deployment of advanced driver assistance systems ("ADAS") and autonomous driving technologies and solutions. Mobileye Group combines the operations of Cyclops Holdings LLC, Mobileye B.V. and its subsidiaries ("Mobileye"), GG Acquisition Ltd. and the Moovit App Global Ltd. and its subsidiaries ("Moovit") and certain Intel employees mainly in research and development (the "Intel Aligned Groups") (collectively, the "Company", "we", and "our").

The Company operates as a combination of wholly-owned businesses of Intel Corporation ("Intel" or the "Parent").

Mobileye operates as a component of Intel, which acquired a majority stake in Mobileye in August 2017 (the "Mobileye Acquisition"). The remaining issued and outstanding shares of Mobileye were acquired by Intel during 2018. The Company is building a robust portfolio of end-to-end ADAS and autonomous driving solutions to provide the capabilities required for the future of autonomous driving, leveraging a comprehensive suite of purpose-built software and hardware technologies.

Moovit, a leading urban mobility app and mobility-as-a-service ("MaaS") solutions provider also operates as a component of Intel upon acquisition of the issued and outstanding equity interests of Moovit in May 2020 (the "Moovit Acquisition"). On May 31, 2022, we legally purchased from Intel 100% of the issued and outstanding equity interests of the Moovit entities, for further detail, see note 6.

In December 2021, Intel announced plans to pursue an initial public offering ("IPO") of Mobileye Group. In January 2022, Intel incorporated a new legal entity, Mobileye Global Inc., with the intent to contribute the Company to Mobileye Global Inc. and be able to offer newly issued shares of common stock of Mobileye Global Inc. in an IPO. Intel expects to retain majority ownership of the Company following the completion of the IPO.

NOTE 2 — SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These condensed combined financial statements have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP") and applicable rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial reporting.

Certain information and footnote disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. These condensed combined financial statements have been prepared on the same basis as the Company's annual audited combined financial statements and, in the opinion of management, reflect all adjustments, consisting only of normal recurring adjustments, which are necessary for the fair statement of the Company's financial information.

The results of operations for the six months ended July 2, 2022 shown in this report are not necessarily indicative of the results to be expected for the full year ending 2022. The condensed combined financial statements should be read in conjunction with the audited combined financial statements for the fiscal year ended December 25, 2021.

The condensed combined financial statements and accompanying notes have been derived from the consolidated financial statements and accounting records of Intel and are presented as if the Company had been operating as a stand-alone company for all periods presented. The assets, liabilities, revenue, and expenses directly attributable to the Company's operations, including the acquired goodwill and intangible assets, have been reflected in these condensed combined financial statements on a historical cost basis, as included in the consolidated financial statements of Intel.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

The Company utilized the Intel Aligned Groups mainly in research and development activities. The associated costs of the Intel Aligned Groups are reflected on a specific attribution basis in the condensed combined statements of operations and comprehensive income (loss). Intel Aligned Groups also participated in various Intel compensation and benefit plans. Portions of those plans' costs were based on actual headcount and included in these condensed combined financial statements. These costs are not necessarily indicative of costs that would have been incurred had the Company operated on a stand-alone basis.

The condensed combined statements of operations and comprehensive income (loss) also include allocations of general corporate expenses from Intel. These expenses have been allocated to the Company on the basis of direct usage when identifiable or allocated on the basis of headcount. Management of the Company and Parent considered the basis on which the expenses have been allocated to be a reasonable reflection of the utilization of the services provided to or the benefit received by the Company during the periods presented.

Mobileye largely continued to operate as a standalone operation and had not been fully integrated into Intel, with limited use of corporate overhead functions. The allocated costs for the periods presented in the statement of operations and comprehensive income (loss) were not material. The allocations may not be reflective of the expenses that would have incurred had the Company operated as a stand-alone company for the periods presented. These costs also may not be indicative of the expenses that the Company will incur in the future or would have incurred if the Company had obtained these services from a third party. Actual costs that may have been incurred if the Company had operated as a stand-alone company would depend on a number of factors, including the chosen organizational structure, the outsourcing of certain functions, and other strategic decisions.

As Mobileye Group was not historically held by a single legal entity, total parent net investment is shown in lieu of equity in the condensed combined financial statements and represents Intel's total interest in the recorded net assets of Mobileye Group. All intercompany transactions within the combined businesses of the Company have been eliminated. Transactions between the Company and Intel, arising from arrangements with Intel and other similar related-party transactions, were considered to be effectively settled in the condensed combined financial statements at the time the transactions were recorded, unless otherwise noted. The total net effect of the settlement of these transactions was reflected within parent net investment as a component of equity in the condensed combined balance sheets and within net transfers from Parent as a financing activity in the condensed combined statements of cash flows, unless otherwise noted.

Net loss per share data has not been presented in the condensed combined financial statements because Mobileye Group did not operate as a separate legal entity with its own capital structure during the periods presented.

There have been no material changes in our significant accounting policies as described in our combined financial statements for the fiscal year ended December 25, 2021, other than described below regarding deferred offering costs and income tax. For further detail, see note 2 in the audited combined financial statements for the fiscal year ended December 25, 2021.

Deferred Offering Costs

Deferred offering costs consisting of legal, accounting and other fees and costs incurred that are directly related to the proposed IPO, are capitalized and recorded on the condensed combined balance sheet. These deferred costs will be reclassified to shareholders' equity upon the consummation of the proposed public offering and recorded against the proceeds received. If the IPO is aborted, all the deferred offering costs will be expensed. The Company capitalized $14 million and zero of deferred offering costs within other long-term assets, in the condensed combined balance sheet as of July 2, 2022 and December 25, 2021, respectively. Transaction costs which are not directly related to the proposed public offering are expensed as incurred within general and administrative expenses. The Company recognized $3 million of these costs as an expense in the six months ended July 2, 2022.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

Cash, cash equivalents, and restricted cash

The following is a reconciliation of the cash, cash equivalents and restricted cash as of each period end:

	July 2, 2022	December 25, 2021
	In millions	
Cash and cash equivalents	$774	$616
Restricted cash (within other current and other long-term assets)	10	9
Cash, cash equivalents and restricted cash	$784	$625

Fair value measurement

The Company measures its investments in short term deposits classified as cash equivalents at fair value on a recurring basis. Due to the short maturity of these items, the carrying value is deemed to approximate to fair value. Short term deposits included in cash and cash equivalents were $683 million and $209 million as of July 2, 2022, and December 25, 2021, respectively.

The carrying amounts of the related party loan (assets), Dividend Note with related party, related party payable, trade accounts receivable and accounts payable, approximate fair value because of their generally short maturities.

The Company also has goodwill and acquisition-related in-process research and development assets that are required to be recorded at fair value only if an impairment is recognized in the current year.

Research and development, net

Research and development expenses are expensed as incurred, and consist primarily of personnel, facilities, equipment, and supplies for research and development activities.

The Company occasionally enters into best-efforts nonrefundable, non-recurring engineering (“NRE”) arrangements pursuant to which the Company is reimbursed for a portion of the research and development expenses attributable to specific development programs. The Company does not receive any additional compensation or royalties upon completion of such projects and the potential customer does not commit to purchase the resulting product in the future. The participation reimbursement received by the Company does not depend on whether there are future benefits from the project. All intellectual property generated from these arrangements is exclusively owned by the Company.

Participations in expenses for research and development projects are recognized on the basis of the costs incurred and are netted against research and development expenses in the condensed combined statements of operations and comprehensive income (loss). Research and development reimbursements of $25 million and $22 million were offset against research and development costs in the six months ended July 2, 2022 and June 26, 2021, respectively.

Derivatives and hedging

Beginning in 2021, as part of Intel’s corporate hedging program, Intel is hedging forecasted cash flows denominated in Israel Shekels (“ILS”) related to the Company. ILS is the largest operating expense currency of the Company. Intel combines all of its ILS exposures, and as part of Intel’s hedging program enters into hedging contracts to hedge Intel’s combined ILS exposure. Derivative gains and losses attributed to these condensed combined financial statements are recorded under accumulated other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

The notional amount and fair value of derivatives outstanding at Intel on behalf of Mobileye were:

	July 2, 2022	December 25, 2021
	In millions	
Notional amount of derivatives	$371	$230
Fair value of derivatives receivable from (payable to) Intel	$ (25)	$ 5

The change in accumulated other comprehensive income (loss) relating to gains (losses) on derivatives used for hedging was as follows:

	Six months ended July 2, 2022
Other comprehensive income (loss) before reclassifications	(31)
Amounts reclassified out of accumulated other comprehensive income (loss)	*
Tax effects	2
Other comprehensive income (loss), net	(29)

* Less than $1 million

Income Tax

The provision for income tax consists of income taxes in the various jurisdictions where the Company is subject to taxation, primarily the United States and Israel. For interim periods, the Company recognizes an income tax benefit (provision) based on the estimated annual effective tax rate, calculated on a worldwide consolidated basis, expected for the entire year. The Company applies this rate to the year-to-date pre-tax income. The overall effective tax rate is influenced by valuation allowances on tax assets for which no benefit can be recognized due to the Company's recent history of pretax losses sustained. Tax jurisdictions with forecasted pretax losses for the year for which no benefit can be recognized are excluded from the calculation of the worldwide estimated annual effective tax rate, and any associated tax expense for those jurisdictions is recorded separately.

Certain legal entities of Mobileye file tax returns on a consolidated basis with our parent Intel Corporation. We have entered into a tax sharing agreement with Intel Corporation that establishes the amount of cash we will pay to our parent for our share of the tax liability owed on these consolidated filings. The income tax provision included in these combined financial statements has been calculated using the separate return method, as if the Company had filed its own tax returns. This method can limit our ability to benefit losses that may have been used by Intel in the consolidated tax returns. To the extent the tax sharing agreement and the separate return method differ, an adjustment to our net parent investment balance is recorded.

Use of estimates

The preparation of condensed combined financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts and events reported and disclosed in the combined financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions and factors, including the current economic environment, that we believe to be reasonable under the circumstances. Actual results could differ from those estimates.

On an on-going basis, management evaluates its estimates, judgments, and assumptions. The most significant estimates and assumptions relate to recognition and useful lives of intangible assets, impairment assessment of intangible assets and goodwill, and income taxes.

Loss contingencies

Management believes that there are no current matters that would have a material effect on the Company's condensed combined balance sheets, statement of operations or cash flows. Legal fees are expensed as incurred.

Concentration of credit risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash and cash equivalents, which include short-term deposits, and trade accounts receivable.

The majority of the Company's cash and cash equivalents are invested in banks domiciled in the U.S., as well as in Israel. Generally, these cash equivalents may be redeemed upon demand. Short term bank deposits, included in cash and cash equivalents, are held in the aforementioned banks. Accordingly, management believes that these bank deposits have minimal credit risk.

The Company's accounts receivable are derived primarily from sales to Tier 1 suppliers to the automotive manufacturing industry located mainly in the U.S., Europe, and China. Concentration of credit risk with respect to accounts receivables is mitigated by credit limits, ongoing credit evaluation, and account monitoring procedures. Credit is granted based on an evaluation of a customer's financial condition and, generally, collateral is not required. Trade accounts receivable are typically due from customers within 30 to 60 days. The Company performs ongoing credit evaluations of its customers and has not experienced any material losses in the periods presented. The Company establishes credit losses accounts receivable by considering a number of factors, including the length of time accounts receivable are past due, the Company's previous loss history from such customers, and the customers' current ability to pay its obligation to the Company. As of July 2, 2022 and December 25, 2021, the credit losses in respect of accounts receivable, which are determined with respect to specific debts that are doubtful of collection and netted against accounts receivable, were not material. The Company writes off accounts receivable when they are deemed uncollectible. For the six months ended July 2, 2022 and June 26, 2021, the charge-offs and recoveries in relation to the credit losses accounts were not material.

Customer concentration risk

The Company's business, results of operations, and financial condition for the foreseeable future will likely continue to depend on sales to a relatively small number of customers. In the future, these customers may decide not to purchase the Company's products, may purchase fewer products than in previous years, or may alter their purchasing patterns. Further, the amount of revenue attributable to any single customer or customer concentration generally may fluctuate in any given period. In addition, a decline in the production levels of one or more of the Company's major customers, particularly with respect to vehicle models for which the Company is a significant supplier, could reduce revenue. The loss of one or more key customers, a reduction in sales to any key customer or the Company's inability to attract new significant customers could negatively impact revenue and adversely affect the Company's business, results of operations, and financial condition. See Note 8 related to customers that accounted for more than 10% of the Company's total revenue and accounts receivable for each of the periods presented in these condensed combined financial statements.

Dependence on a single supplier risk

The Company purchases all its System on Chip ("EyeQ® SoC") from a single supplier. Any issues that occur and persist in connection with the manufacture, delivery, quality, or cost of the assembly and testing of inventory could have a material adverse effect on the Company's business, results of operations and financial condition. See below regarding a shortage in EyeQ® SoC that the Company has been experiencing during 2021 and through the first half of 2022.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

COVID-19

The COVID-19 pandemic has adversely affected significant portions of the Company's business and could have a continued adverse effect on the Company's business, results of operations, and financial condition. There is a significant constraint in the global supply of semiconductors. The COVID-19 pandemic led to an increase in the demand for consumer electronics and global semiconductor manufacturers allocated significant capacity to meet such demand. As global automakers resumed production in 2020 following shutdowns resulting from the COVID-19 pandemic, semiconductor supply became further strained, and these factors, combined with the long lead times associated with the Company, have contributed to a shortage of semiconductors.

During the fiscal year ended December 25, 2021 and through the first half of 2022, the Company's sole supplier was not able to meet demand of the Company for the EyeQ® SoC, causing a significant reduction in the Company's inventory levels. The Company expects that it will continue to experience a shortfall of EyeQ® SoC during the second half of 2022 which has caused certain delays and may continue to cause further delays in our ability to fulfil customers' orders. Since the EyeQ® SoC is the core of the ADAS and AV products, continued shortages in the supply of sufficient EyeQ® SoC to meet production needs may impair the Company's ability to meet its customers' requirements in a timely manner and may adversely affect the Company's business, results of operations and financial condition. Moreover, to the extent that the global semiconductor shortage results in reduced production or production delays by automakers, those delays could result in reduced or delayed demand for the Company products. In addition, issues relating to the COVID-19 pandemic have led to port congestion and intermittent supplier shutdowns and delays in the delivery of critical components, resulting in additional expenses to expedite delivery of critical parts. Sustaining the Company's production trajectory will require the readiness and solvency of its suppliers and vendors, a stable and motivated production workforce and ongoing government cooperation, including for travel and visa allowances, which many governments have restricted in connection with efforts to address the COVID-19 pandemic.

New Accounting pronouncements

Recently Adopted Accounting Pronouncements

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832): *Disclosures by Business Entities About Government Assistance*, which requires entities to provide disclosures on material government assistance transactions for annual reporting periods. The disclosures include information around the nature of the assistance, the related accounting policies used to account for government assistance, the effect of government assistance on the entity's condensed combined financial statements, and any significant terms and conditions of the agreements, including commitments and contingencies. The new standard which can be applied prospectively or retrospectively, was adopted by the Company, and only impacts annual financial statement footnote disclosures. The impact of adoption of this standard is immaterial.

In March 2020, the FASB issued ASU No. 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which provides practical expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The amendments in this ASU apply only to contracts, hedging relationships, and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued due to reference rate reform. ASU No. 2020-04 is effective and can be applied prospectively through December 31, 2022. The Company has completed its evaluation of significant contracts. The Company has adopted the ASU in these unaudited condensed combined financial statements. There was no material impact on these unaudited condensed combined financial statements. For further information, see note 6 regarding related party transactions.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

NOTE 3 — OTHER FINANCIAL STATEMENT DETAILS

Inventories

	July 2, 2022	December 25, 2021
	In millions	
Raw materials	$29	$24
Work in process	—	—
Finished goods	69	73
	$98	$97

Inventory write-downs and write-offs were not material for the periods presented in these condensed combined financial statements.

Property and equipment, net

	July 2, 2022	December 25, 2021
	In millions	
Computers, electronic equipment, and software	$ 96	$ 85
Vehicles	10	11
Office furniture and equipment	4	2
Leasehold improvements	18	15
Construction in process	278	249
Total property and equipment, gross	406	362
Less: Accumulated depreciation	(68)	(58)
Total property and equipment, net	$338	$304

Depreciation expenses totaled $10 million and $7 million for the six months ended July 2, 2022 and June 26, 2021, respectively.

NOTE 4 — EQUITY

a. Stock-based compensation plans

The Company's equity incentive plans are broad-based, long-term programs intended to attract and retain talented employees. The Company's employees participate in Intel's equity incentive plan. All references to share and per share data in the tables below refer to Intel's common stock.

Options

Outstanding and exercisable options for Intel's common stock under Intel's plan as of July 2, 2022 were as follows:

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

	Outstanding			Exercisable	
Exercise price (In dollars)	Number of shares	Weighted average remaining contractual life	Weighted average exercise price	Number of shares	Weighted average exercise price
	In thousands	In years	In dollars	In thousands	In dollars
4.0 – 21.6	72	3.3	$ 8.6	35	$ 8.1
22.4 – 26.9	2,149	1.1	26.8	2,146	26.8
34.0	1	0.1	34	1	34
55.2	68	6.8	55.2	45	55.2
	2,290	**1.4**	**$27.1**	**2,227**	**$27.1**

The option activity for the six months ended July 2, 2022 for options granted to the Company's employees for Intel's common stock was as follows:

	Number of options	Weighted average exercise price	Weighted average remaining contractual Life	Aggregated intrinsic value[1]
	In thousands	In dollars	In years	In millions
Options outstanding as of December 25, 2021	3,578	$29.2	1.5	$79
Granted	—	—		
Exercised	(1,288)	$32.9		
Forfeited	—	—		
Options outstanding as of July 2, 2022	2,290	$27.1	1.4	$21
Options exercisable as of July 2, 2022	2,227	$27.1	1.3	$21

(1) The aggregate intrinsic value is calculated as the difference between the exercise price of the underlying awards and the closing stock price of an Intel share. On July 2, 2022 and December 25, 2021, the share prices were $36.34 and $51.31, respectively. This represents the potential pre-tax amount receivable by the option holders had all option holders exercised their options as of such date.

(2) The remaining options expected to vest as of July 2, 2022 are 63 thousand options with an average weighted exercise price of $26.31.

RSUs

The RSU activity for the six months period ended July 2, 2022 for RSUs granted to Company's employees for Intel's common stock was as follows:

	Number of RSUs	Weighted average grant date fair value
	In thousands	In millions
Outstanding as of December 25, 2021	5,278	$46.49
Granted	3,458	$44.53
Vested	(493)	$49.67
Forfeited	(276)	$49.35
Outstanding as of July 2, 2022	7,967	$45.34

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

Share-based compensation expense summary

Expenses recognized

Share-based compensation expenses included in the condensed combined statements of operations and comprehensive income (loss) was as follows:

	Six Months Ended	
	July 2, 2022	June 26, 2021
Cost of revenue	$—	$—
Research and development, net	69	37
Sales and marketing	2	2
General and administrative	5	10
Total share-based compensation	$76	$49

b. **Dividends**

On May 12, 2022, the Company declared and paid a dividend in an aggregate amount of $336 million to Intel, net of $14 million of cash paid to tax authorities to settle related tax obligations.

NOTE 5 — INCOME TAXES

The Company's quarterly benefit (provision) for income taxes and the estimates of its annual effective tax rate are subject to fluctuation due to several factors, principally including variability in overall pre-tax income and the mix of paying for certain components to which such income relates.

The income tax provision included in these condensed combined financial statements has been calculated using the separate return method, as if the Company had filed its own tax returns. This method can limit the Company's ability to benefit from losses that may have been used by Intel in its consolidated tax returns. The Company has entered into a tax sharing agreement with Intel, which establishes the amount of cash payable to Intel for our share of the tax liability owed on a consolidated tax filing basis with Intel. To the extent the tax sharing agreement and the separate return method differ, and the liability to Intel is higher or lower than the amount that would have been payable if the Company had filed its own tax returns, an adjustment to the net parent investment balance is recorded within equity. The adjustment to the net parent investment for the six months ended July 2, 2022 was an aggregate decrease in net parent investment of $7 million because amounts payable under the tax sharing agreement in respect of the six-month period exceeded amounts calculated under the separate return method.

The tax expense for the six months ended July 2, 2022, was unfavorably impacted by an accrued withholding tax expense and valuation allowances for certain jurisdictions. A withholding tax expense of $14 million related to a dividend distribution between entities within the Mobileye Group (see note 4 b regarding a dividend distribution to Intel) was recorded in the six months ended July 2, 2022. As the Company has jurisdictions that have sustained recent losses based on the separate return method, a valuation allowance is required for deferred tax assets for which no benefit can be currently realized. The Company also estimates cash taxes for these jurisdictions this year due to unfavorable timing adjustments based upon tax law.

NOTE 6 — RELATED PARTY TRANSACTIONS

The Company has entered into a series of related party arrangements with Intel. The arrangements were as follows:

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

Loan arrangements

The Company entered into a series of bilateral lending/borrowing arrangements with Intel. The purposes of the facilities are to enable bilateral cash movements between the parties. The arrangements are denominated in U.S dollars.

In 2017, Intel and the Company entered into a bilateral lending/borrowing arrangement ("Arrangement 1") to make available to either party up to an aggregate principal amount of $1.5 billion. Arrangement 1 has a mechanism for automatic renewal for additional periods of one year each. In 2021, Arrangement 1 was amended to increase the capacity from $1.5 billion to $1.8 billion, and the maturity date was automatically renewed to December 2022.

In 2017, Intel and the Company entered into a bilateral lending/borrowing arrangement ("Arrangement 2") to make cash available to either party up to an aggregate principal amount of $750 million. Arrangement 2 has a mechanism for automatic renewal for additional periods of one year each. In March 2022, Arrangement 2 was amended to increase the aggregate principal amount available to draw from $750 million to $1.0 billion and the maturity date was extended to March 2023.

In 2021, Intel and the Company entered into a bilateral lending/borrowing arrangement ("Arrangement 3" and, together with Arrangement 1 and Arrangement 2, the "Bilateral Loan Arrangements") to make cash available to either party up to an aggregate principal amount of $100 million. Arrangement 3 has a maturity date of July 2022 and has a mechanism for automatic renewal for additional periods of one year each. In March 2022, Arrangement 3 was amended to increase the aggregate principal amount available to draw from $100 million to $500 million. The interest rate is based on an applicable margin of 0.0% with an option for Intel to elect to increase or decrease the applicable margin on or after the first day of the 2022 fiscal year. If the election to increase the applicable margin is applied, the spread adjustment would be reflective of the difference between three-month LIBOR and the term Secured Overnight Financing Rate ("SOFR").

In March 2022 due to reference rate reform, Arrangement 1 and Arrangement 2 were amended to change the interest rate from LIBOR based to SOFR based. The modification was accounted for as if it is not substantial in accordance with the expedient for ASC 470 and an updated effective interest rate was calculated to reflect the change in terms. There was no gain or loss recognized for the six months ended July 2, 2022.

The total outstanding balance under the Bilateral Loan Arrangements was approximately $901 million and $1.3 billion as of July 2, 2022 and December 25, 2021 respectively, and is reflected in current assets as a related party loan based on the maturity date as of each balance sheet period (accumulated interest is presented within other current assets). Interest income recognized by the Company totaled $4 million, and $2 million for the six months ended July 2, 2022 and June 26, 2021, respectively.

Stock Compensation Recharge Agreement

The Company entered into a stock compensation recharge agreement with Intel, which requires the Company to reimburse Intel for certain amounts relating to the value of share-based compensation provided to the Company's employees for RSUs or stock options exercisable in Intel stock. The liability associated with the stock compensation recharge agreement that is reflected on the condensed combined balance sheets, under related party payable was approximately $24 million and $162 million as of July 2, 2022 and December 25, 2021, respectively. As for the inclusion of the Company's employees in Intel's equity incentive plan, see Note 4.

Hedging services

Intel centrally hedges its exposure to changes in foreign exchange rates. At the beginning of 2021, the Company entered into a hedging services agreement with Intel, pursuant to which the Company is entitled

to a certain allocation of the gains and obligated to a certain allocation of the losses arising from the execution of the hedging contracts.

Development Services and Lease

Intel entered into agreements with the Company to provide certain development services, including research, technical work on technology, products and solutions, construction and ancillary administrative services and use of space in Intel's building in Israel. The Company paid for these services on a quarterly basis. These costs are included in the condensed combined statements of operations and comprehensive income (loss) primarily on a specific and direct attribution basis.

Other services to a related party

The Company reimbursed its Chief Executive Officer for reasonable travel related expenses incurred while conducting business on behalf of the Company. Travel expenses totaled $0.3 million for both the six months ended July 2, 2022 and June 26, 2021.

Dividend Note

On April 21, 2022, Intel and Mobileye Group signed a loan agreement whereby Mobileye Group agreed to issue a promissory note to Intel in an aggregate principal amount of $3.5 billion (the "Dividend Note"). The Dividend Note is scheduled to mature on April 21, 2025 and accrues interest at a rate equal to 1.26% per annum, such interest to accrue quarterly. Prior to June 30, 2024, such interest will be paid by being automatically added to the outstanding principal amount of the loan and will thereafter be payable quarterly in cash in arrears and shall also be payable upon any prepayment, whether in whole or in part, to the extent accrued on the amount being prepaid and upon maturity. Under the Dividend Note, Mobileye Group has the right, at its option, on any business day, to prepay the loan, including principal and any accrued interest thereon, in whole or in part without premium or penalty. In the six months ended July 2, 2022, accrued interest expense in respect of the Dividend Note was $9 million. The aggregate principal amount plus related accrued interest is presented as Dividend Note with related party.

Equity transaction in connection with the legal purchase of Moovit entities

On May 31, 2022, we entered into an agreement with Intel pursuant to which we legally purchased from Intel 100% of the issued and outstanding equity interests of the Moovit entities for an aggregate amount of $900 million that is payable in cash to Intel and presented within related party payable. Moovit's operations are already reflected as part of the Mobileye Group in these condensed combined financial statements as further detailed in note 1 and therefore the transaction is treated within equity.

NOTE 7 — IDENTIFIED INTANGIBLE ASSETS

	July 2, 2022			December 25, 2021		
	In millions					
	Gross Assets	Accumulated Amortization	Net Carrying Amount	Gross Assets	Accumulated Amortization	Net Carrying Amount
Developed technology	$3,991	$1,658	$2,333	$3,991	$1,419	$2,572
Customer relationships and brands	831	375	456	831	332	499
Total	$4,822	$2,033	$2,789	$4,822	$1,751	$3,071

The following table presents the amortization expenses recorded for these identified intangible assets and their weighted average useful lives:

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

	Six Months ended		Weighted Average Useful Life In years
	July 2, 2022	June 26, 2021	
	In millions	In millions	
Developed technology	240	200	10
Customer relationships and brands	42	45	12
Total amortization expense	282	245	

The Company expects future amortization expenses for the next five years and thereafter to be as follows:

	Remainder of 2022	2023	2024	2025	2026	Thereafter	Total
	In millions						
Future amortization expenses	$262	$474	$445	$443	$332	$833	**$2,789**

NOTE 8 — SEGMENT INFORMATION

An operating segment is defined as a component of an enterprise for which discrete financial information is available and is reviewed regularly by the Chief Operating Decision Maker ("CODM"), or decision- making group, to evaluate performance and make operating decisions. The Company has identified its CODM as the Chief Executive Officer ("CEO").

The Company's organizational structure and management reporting supports two operating segments: Mobileye and Moovit. The CODM evaluates performance, makes operating decisions and allocates resources based on the financial data of these operating segments. Operating segments do not record inter-segment revenue.

Mobileye is the Company's only reportable operating segment and Moovit is presented within "Other" as per ASC 280, Segment Reporting. Segment performance (which is the operating income reported) excludes the amortization of acquisition-related intangible assets and IPO-related expenses that are not capitalized. The measure of assets has not been disclosed for each segment as it is not regularly reviewed by the CODM.

The accounting policies of the individual segments are the same as those described in the summary of significant accounting policies in Note 2 to the audited combined financial statements for the fiscal year ended December 25, 2021.

The following are segment results for each period as follows:

	Six Months Ended July 2, 2022			
	Mobileye	Other	Amounts not allocated to segments	Combined
	In millions			
Revenue	$843	$ 11	$ —	$854
Cost of revenue	207	2	240	449
Research and development, net	341	18	—	359
Sales and marketing	17	5	42	64
General and administrative	12	3	3	18
Segment performance	$266	$(17)	$(285)	$(36)
Interest income (expenses) with a related party, net				(5)

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

	Six Months Ended July 2, 2022			
	Mobileye	Other	Amounts not allocated to segments	Combined
	In millions			
Other income (expense), net				5
Loss before income taxes				(36)
Share-based compensation	68	8	—	76
Depreciation of property and equipment	10	—	—	10

	Six Months Ended June 26, 2021			
	Mobileye	Other	Amounts not allocated to segments	Combined
	In millions			
Revenue	$694	$ 10	$ —	$704
Cost of revenue	154	2	200	356
Research and development, net	239	19	—	258
Sales and marketing	12	8	45	65
General and administrative	12	6	—	18
Segment performance	$277	$(25)	$(245)	$ 7
Interest income with a related party				2
Other income				—
Income before income taxes				9
Share-based compensation	43	6	—	49
Depreciation of property and equipment	7	—	—	7

Total revenues based on the country that the product was shipped to were as follows:

	Six Months Ended	
	July 2, 2022	June 26, 2021
	In Millions	
U.S.	$229	$181
China	234	117
Germany	102	137
United Kingdom	113	115
South Korea	55	55
Poland	44	8
Hungary	37	38
Singapore	15	24
Rest of World	25	29
	$854	$704

The Company generates the vast majority of its revenue from the sale of the EyeQ® SoCs to OEM customers through Tier 1 suppliers. Revenue generated by other product types was deemed to be not material.

MOBILEYE GROUP

NOTES TO THE CONDENSED COMBINED FINANCIAL STATEMENTS (UNAUDITED)

Major Customers

Revenue from major customers that amount to 10% or more of total revenue:

	Six Months Ended	
	July 2, 2022	June 26, 2021
Percent of total revenue:		
Customer A	43%	35%
Customer B	15%	17%
Customer C	15%	18%

Accounts receivable balances of major customers that amount to 10% or more of total accounts receivable balance:

	July 2, 2022	December 25, 2021
	In millions	
Percent of total accounts receivable balance:		
Customer A	43%	32%
Customer B	16%	30%
Customer C	16%	16%

NOTE 9 — SUBSEQUENT EVENTS

The condensed combined financial statements of the Company are derived from the consolidated financial statements of Intel, which were previously issued for the three and six months ended July 2, 2022 on July 28, 2022. Accordingly, the Company has evaluated transactions or other events for consideration as recognized subsequent events in these condensed combined financial statements through July 28, 2022. Additionally, the Company has evaluated transactions and other events that occurred through August 22, 2022, the date these condensed combined financial statements were available to be issued, for purposes of disclosure of unrecognized subsequent events.

Through and including , 2022 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Shares

Mobileye Global Inc.

Class A Common Stock

PRELIMINARY PROSPECTUS

Goldman Sachs & Co. LLC **Morgan Stanley**

Evercore ISI **Barclays** **Citigroup** **BofA Securities**

RBC Capital Markets **Mizuho** **Wolfe | Nomura Alliance** **BNP PARIBAS**

Cowen **Siebert Williams Shank** **PJT Partners** **MUFG**

Needham & Company **Raymond James** **Loop Capital Markets** **Blaylock Van, LLC** **Academy Securities**

Drexel Hamilton **Independence Point Securities LLC** **CICC** **Cabrera Capital Markets LLC** **Guzman & Company**

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all costs and expenses, other than the underwriting discounts and commissions payable by us, in connection with the offer and sale of the securities being registered. All amounts shown are estimates except for the SEC registration fee and the Financial Industry Regulatory Authority, Inc. ("FINRA") filing fee.

	Amount To Be Paid
Registration fee	$ *
FINRA filing fee	*
Listing fees	*
Printing expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expense	*
Miscellaneous	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "DGCL"), provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise. The Registrant's certificate of incorporation provides for indemnification by the Registrant of members of its board of directors, members of committees of its board of directors and of other committees of the Registrant, and its executive officers, and allows the Registrant to provide indemnification for its other officers and its agents and employees, and those serving another corporation, partnership, joint venture, trust or other enterprise at the request of the Registrant, in each case to the maximum extent permitted by the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions or (4) for any transaction from which the director derived an improper personal benefit. The Registrant's certificate of incorporation provides for such limitation of liability.

The Registrant has also entered into separate indemnification agreements with each of its directors and officers which are in addition to the Registrant's indemnification obligations under its certificate of incorporation. These indemnification agreements may require the Registrant, among other things, to indemnify its directors and officers against expenses and liabilities that may arise by reason of their status as directors and officers, subject to certain exceptions. These indemnification agreements may also require the

Registrant to advance any expenses incurred by its directors and officers as a result of any proceeding against them as to which they could be indemnified and to obtain and maintain directors' and officers' insurance.

The Registrant maintains standard policies of insurance under which coverage is provided (a) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (b) to the Registrant with respect to payments which may be made by the Registrant to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

The proposed form of underwriting agreement filed as Exhibit 1.1 to this Registration Statement provides for indemnification of directors and officers of the Registrant by the underwriters against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

On January 21, 2022, in connection with the formation of Mobileye Global Inc., we sold 100 shares of our common stock, par value $0.01 per share, to Intel Overseas Funding Corporation, a wholly owned subsidiary of Intel Corporation, at par value for an aggregate purchase price of $1.00 pursuant to Section 4(a)(2) of the Securities Act. We intend to effect a recapitalization in connection with the Reorganization.

Item 16. Exhibits and Financial Statement Schedules.

a. Exhibits

The exhibit index attached hereto is incorporated herein by reference.

b. Financial Statement Schedules

No financial statement schedules are provided because the information called for is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this registration statement or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and

2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

NO.	DESCRIPTION OF EXHIBIT
1.1	Form of Underwriting Agreement
3.1	Certificate of Incorporation of the Registrant, as currently in effect
3.2	Certificate of Amendment to the Certificate of Incorporation of the Registrant
3.3	Certificate of Amendment to the Certificate of Incorporation of the Registrant
3.4	Bylaws of the Registrant, as currently in effect
3.5	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be in effect upon completion of this offering
3.6	Form of Amended and Restated Bylaws of the Registrant, to be in effect upon completion of this offering
5.1	Form of Opinion of Skadden, Arps, Slate, Meagher & Flom LLP
10.1	Form of Director and Officer Indemnification Agreement
10.2+	Form of Master Transaction Agreement
10.3+	Form of Administrative Services Agreement
10.4+	Form of Employee Matters Agreement
10.5+	Form of Technology and Services Agreement
10.6+	Form of LiDAR Product Collaboration Agreement
10.7	Form of Tax Sharing Agreement
10.8	Form of Contribution and Subscription Agreement
10.9†	Mobileye Global Inc. 2022 Equity Incentive Plan
10.10†	Form of Restricted Stock Unit Agreement
10.11†	Form of Option Agreement
10.12†	Employment Agreement between the Registrant and Amnon Shashua, dated July 24, 2014
10.13†	Employment Letter Agreement between Amnon Shashua and Intel, dated June 1, 2022
10.14†	Employment Agreement between the Registrant and Anat Heller, dated September 1, 2015
10.15†	Employment Agreement between the Registrant and Erez Dagan, dated October 1, 2016
10.16†	Employment Agreement between the Registrant and Gavriel Hayon, dated August 1, 1999
10.17†	Employment Agreement between the Registrant and Shai Shalev-Shwartz, dated August 2, 2010
10.18	Stock Compensation Recharge Agreement, dated August 8, 2017, between Mobileye B.V. and its subsidiaries, on the one hand, and Intel, on the other hand
10.19	Loan Agreement, dated April 21, 2022, between Cyclops Holdings Corporation and Intel Overseas Funding Corporation.
10.20	Memorandum of Understanding, dated October 17, 2006, between STMicroelectronics N.V. and Mobileye Technologies Limited, as amended
10.21	Agreement between Intel Corporation and Intel Subsidiaries, dated August 8, 2017, between Mobileye B.V. and its subsidiaries, on the one hand, and Intel, on the other hand
10.22	Share & Note Sale and Purchase Agreement, dated May 31, 2022, between Intel Finance B.V. and Mobileye B.V.
21.1	List of Subsidiaries of the Registrant
23.1	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1)
23.2	Consent of Kesselman & Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, an independent registered public accounting firm.

NO.	DESCRIPTION OF EXHIBIT
24.1	Powers of Attorney (included on the signature pages)
99.1	Consent of Eyal Desheh
99.2	Consent of Jon M. Huntsman, Jr.
99.3	Consent of Claire C. McCaskill
99.4	Consent of Christine Pambianchi
99.5	Consent of Frank D. Yeary
99.6	Consent of Saf Yeboah-Amankwah
107	Filing Fee Table

† Compensatory plan or arrangement.

+ Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Jerusalem, Israel, on September 30, 2022.

Mobileye Global Inc.

By: /s/ Professor Amnon Shashua

Name: Professor Amnon Shashua
Title: Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Professor Amnon Shashua, Anat Heller, and Patrick P. Gelsinger, and each of them, his, her or their true and lawful attorney-in-fact and agent, with full power of substitution and revocation, for him or her and in his, her or their name, place and stead, in any and all capacities, to execute any or all amendments including any post-effective amendments and supplements to this registration statement, and any additional registration statement filed pursuant to Rule 462, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he, she or they might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his, her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the date indicated below:

Signature	Title	Date
/s/ Professor Amnon Shashua Professor Amnon Shashua	Chief Executive Officer, President, and Director (Principal Executive Officer)	September 30, 2022
/s/ Anat Heller Anat Heller	Chief Financial Officer (Principal Financial and Accounting Officer)	September 30, 2022
/s/ Patrick P. Gelsinger Patrick P. Gelsinger	Chair of the Board of Directors	September 30, 2022

Exhibit 1.1

Mobileye Global Inc.

[●] shares of Class A Common Stock

___

Underwriting Agreement

[●], 2022

Goldman Sachs & Co. LLC
Morgan Stanley & Co. LLC
As representatives (the "Representatives" or "you") of the several Underwriters
named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282-2198

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

Mobileye Global Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this "Agreement"), to issue and sell to the several Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of [●] shares (the "Firm Shares") and, at the election of the Underwriters, up to [●] additional shares (the "Optional Shares") of Class A common stock, par value $0.01 per share ("Stock") of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares").

The Master Transaction Agreement, Administrative Services Agreement, Employee Matters Agreement, Technology and Services Agreement, LiDAR Product Collaboration Agreement, and Tax Sharing Agreement, each as defined and described under the heading "Certain Relationships and Related Party Transactions—Intercompany Agreements" in the Pricing Prospectus and the Prospectus (as such terms are defined below) are referred to, collectively, as the "Intercompany Agreements."

Morgan Stanley & Co. LLC (the "Directed Share Underwriter") has agreed to reserve a portion of the Shares to be purchased by it under this Agreement for sale to the Company's directors and directors, executive officers and certain employees of Intel Corporation (collectively, "Participants"), as set forth in each of the Pricing Prospectus and the Prospectus under the heading "Underwriting" (the "Directed Share Program"). The Shares to be sold by the Directed Share Underwriter and its affiliates pursuant to the Directed Share Program, at the direction of the Company, are referred to hereinafter as the "Directed Shares". Any Directed Shares not orally confirmed for purchase by any Participant by the end of the business day on which this Agreement is executed will be offered to the public by the Underwriters as set forth in the Prospectus. The Company agrees and confirms that references to "affiliates" of the Directed Share Underwriter that appear in this Agreement shall be understood to include Mitsubishi UFJ Morgan Stanley Securities Co., Ltd.

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-1 (File No. 333-[●]) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the Company's knowledge, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the "Pricing Prospectus"; and such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any oral or written communication with potential investors undertaken in reliance on Rule 163B under the Act is hereinafter called a "Testing-the-Waters Communication"; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9 of this Agreement);

(c) For the purposes of this Agreement, the "Applicable Time" is [●] p.m. (New York City time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule II(c) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(d) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(e) Neither the Company nor any of its subsidiaries has, since the date of the latest audited financial statements included in the Pricing Prospectus, (i) sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (x) any change in the capital stock (other than as a result of (i) the exercise, if any, of stock options or the award, if any, of stock options or restricted stock in the ordinary course of business pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus or (ii) the issuance, if any, of stock upon conversion of Company securities as described in the Pricing Prospectus and the Prospectus) or long-term or short-term debt of the Company or any of its subsidiaries or (y) any Material Adverse Effect (as defined below); as used in this Agreement, "Material Adverse Effect" shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (ii) the ability of the Company to perform its obligations under this Agreement and the Intercompany Agreements, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus;

(f) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them (other than with respect to Intellectual Property, title to which is addressed exclusively in subsection (y) hereof), in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them, to their knowledge, under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

(g) The Company has been (i) duly incorporated and is validly existing as a corporation and in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each subsidiary of the Company that is a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Act) (each a "significant subsidiary") has been (x) duly incorporated or organized and is validly existing as a corporation or other business organization in good standing under the laws of its jurisdiction of incorporation, formation or organization, as applicable, to the extent the concept of "good standing" is applicable under the laws of such jurisdiction, and (y) duly qualified as a foreign corporation or other business organization for the transaction of business and is in good standing (or the foreign equivalent, to the extent such concept exists) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (y), where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each subsidiary of the Company required to be listed in the Registration Statement under Item 601(b)(21) of Regulation S-K has been listed in the Registration Statement;

(h) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and Prospectus; and all of the issued shares of capital stock or other equity interests of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and except, in the case of any foreign subsidiary, for directors' qualifying shares, are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(i) The Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights;

(j) The issue and sale of the Shares and the compliance by the Company with this Agreement and each of the Intercompany Agreements and the consummation of the transactions contemplated in this Agreement, each of the Intercompany Agreements and the Pricing Prospectus, and, the execution and delivery by the Company of, and the performance by the Company of its obligations under the Intercompany Agreements, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company or any of its subsidiaries, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in the case of clauses (A) and (C) for such conflicts, defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement and each of the Intercompany Agreements, except such as have been obtained under the Act, the approval by the Financial Industry Regulatory Authority ("FINRA") of the underwriting terms and arrangements, the approval for listing on The Nasdaq Global Select Market ("NASDAQ") and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(k) Neither the Company nor any of its subsidiaries is (i) in violation of its certificate of incorporation or by-laws (or other applicable organizational document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(l) The statements set forth in the Pricing Prospectus and Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, under the caption "Certain Relationships and Related Party Transactions", insofar as they purport to constitute a summary of the terms of the agreements referred to therein, and under the captions "U.S. Federal Income Tax Considerations for Non-U.S. Holders of Common Stock" and "Underwriting", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects;

(m) Other than as set forth in the Pricing Prospectus, there are no legal, governmental or regulatory investigations, claims, arbitrations, inquiries or proceedings ("Actions") pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company, is a party or of which any property or assets of the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company, is the subject which, if determined adversely to the Company or any of its subsidiaries (or such officer or director), would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or others; there are no current or pending Actions that are required under the Act to be described in the Registration Statement or the Pricing Prospectus that are not so described in all material respects; and there are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Prospectus that are not so filed as exhibits to the Registration Statement or described in all material respects in the Registration Statement and the Pricing Prospectus;

(n) The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(o) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined under Rule 405 under the Act;

(p) PricewaterhouseCoopers LLP, which has certified certain financial statements of the Company and its subsidiaries is an independent registered public accounting firm as required by the Act and the rules and regulations of the Commission thereunder;

(q) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that (i) complies with the requirements of the Exchange Act applicable to the Company, (ii) has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles ("GAAP") and (iii) is sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(r) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

(s) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act applicable to the Company; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

(t) The Company has all requisite corporate power and authority to execute and deliver, and to perform its obligations under, this Agreement and each of the Intercompany Agreements. This Agreement has been duly authorized, executed and delivered by the Company. Each Intercompany Agreement has been duly authorized, and when executed and delivered by the Company or its applicable subsidiary and, assuming due authorization, execution and delivery by each of the other parties thereto, will constitute a valid and legally binding agreement of the Company or such subsidiary enforceable against the Company or such subsidiary in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability;

(u) None of the Company, any of its subsidiaries or controlled affiliates, or any director or officer of the Company or any of its subsidiaries, nor to the Company's knowledge, any employee, agent, representative or other person associated with or acting on behalf of the Company, any of its subsidiaries or controlled affiliates, has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense (or taken, or will take, any act in furtherance thereof); (ii) made, offered, promised or authorized any direct or indirect unlawful payment (or taken, or will take, any act in furtherance thereof); or (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations thereunder, the Bribery Act 2010 of the United Kingdom or any other applicable anti-corruption, anti-bribery or related law, statute or regulation (collectively, "Anti-Corruption Laws"); the Company and each of its subsidiaries and controlled affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein; neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of Anti-Corruption Laws;

(v) The operations of the Company and each of its subsidiaries are and have been conducted at all times in compliance in all material respects with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the applicable anti-money laundering laws of the various jurisdictions in which the Company and each of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(w) None of the Company, any of its subsidiaries or any director or officer of the Company or any of its subsidiaries, nor to the Company's knowledge, any employee, agent, controlled affiliate, representative or other person associated with or acting on behalf of the Company or any of its subsidiaries is, or is owned or controlled by one or more persons or entities that are, (i) currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the European Union, Her Majesty's Treasury, the United Nations Security Council, the Swiss Secretariat of Economic Affairs, or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized, or resident in a country or territory that is the subject or target of Sanctions (a "Sanctioned Jurisdiction") including, but not limited to, so-called Donetsk People's Republic, or so-called Luhansk People's Republic or any other Covered Region of Ukraine identified pursuant to Executive Order 14065 and the Crimea region, Cuba, Iran, North Korea and Syria, and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (A) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding or facilitation, is the subject or the target of Sanctions or is a Sanctioned Jurisdiction, respectively (B) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five (5) years, the Company and each of its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly engage in, any dealings or transactions with or involving any individual or entity, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions; the Company and its subsidiaries have instituted and maintain policies and procedures designed to promote and achieve continued compliance with Sanctions;

(x) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its subsidiaries for the periods specified; and said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects in accordance with GAAP the information required to be stated therein. The summary financial information included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable. The pro forma financial information and the related notes contained in the Registration Statement, the Pricing Prospectus and the Prospectus have been prepared in accordance with the requirements of the Securities Act and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Registration Statement, the Pricing Prospectus and the Prospectus;

(y)

(i) Except as described in the Pricing Prospectus in connection with the transactions contemplated by the Intercompany Agreements and except as would not be reasonably expected to have a Material Adverse Effect, the Company and each of its subsidiaries (A) owns or possesses valid and sufficient rights to use all Intellectual Property used in or necessary for the conduct of its business as currently conducted, and (B) owns all Intellectual Property owned or purported to be owned by such entity (in the case of (B), "Company Intellectual Property"), free and clear of all liens and other encumbrances, other than licenses or covenants not to assert granted in the ordinary course. For the purpose of this Agreement, "Intellectual Property" means all intellectual property and proprietary rights of any kind arising in any jurisdiction of the world, including in or with respect to any patents (together with any reissues, continuations, continuations-in-part, divisions, renewals, extensions, counterparts and reexaminations thereof), patent applications (including provisional applications), discoveries and inventions; trademarks, service marks, trade names, trade dress, logos, Internet domain names, social media identifiers and accounts, and other indicia of origin and any registrations, applications and goodwill associated with any of the foregoing, as applicable; rights in published and unpublished works of authorship, whether copyrightable or not (including software and firmware (whether in object code, source code or RTL), website content, data, designs, databases, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology and related documentation), and copyrights, mask work and semiconductor chip rights and all registrations and applications therefor; trade secrets, know-how and other confidential or proprietary information, including systems, procedures, methods, technologies, algorithms, designs, data, unpatentable discoveries and inventions and any other information meeting the definition of a trade secret under the Uniform Trade Secrets Act or similar laws ("Trade Secrets") and other technology and intellectual property rights, including the right to sue for past, present and future infringement, misappropriation or dilution of any of the foregoing. Except as would not be reasonably expected to have a Material Adverse Effect, all Company Intellectual Property registered with, issued by or the subject of a pending application before the U.S. Patent and Trademark Office, United States Copyright Office, or any equivalent foreign governmental entities anywhere in the world, is to the knowledge of the Company, subsisting, valid and enforceable. Except as described in the Pricing Prospectus in connection with the transactions contemplated by the Intercompany Agreements, neither the Company nor any of its subsidiaries have made any commitments or entered into any agreements regarding any standards-setting organization or multi-party special interest groups where such participation requires the Company or any of its subsidiaries to grant to any third party a license or other right to any Company Intellectual Property, except as would not reasonably be expected to have a Material Adverse Effect;

(ii) Except as would not reasonably be expected to have a Material Adverse Effect, (A) the conduct of the Company's and its subsidiaries' respective businesses has not violated, infringed, misappropriated or conflicted with, and will not, as currently planned to be conducted, violate, infringe, misappropriate or conflict with any Intellectual Property rights of any third party; (B) since January 1, 2019, the Company and its subsidiaries have not received any written notice of any claim of infringement, misappropriation or conflict with Intellectual Property rights of any third party (including any invitations to take a license or cease and desist letters); and (C) to the Company's knowledge, there are no third parties who have or will be able to establish ownership rights of any Company Intellectual Property. Except as described in the Pricing Prospectus in connection with the transactions contemplated by the Intercompany Agreements, and as would not be reasonably expected to have a Material Adverse Effect, (A) there is no pending or to the Company's knowledge, threatened in writing action, suit, proceeding or written claim by any third party challenging the validity, enforceability or scope of any Company Intellectual Property, or any right in or ownership of by the Company or any of its subsidiaries of any Company Intellectual Property, (B) there is no pending or to the Company's knowledge, threatened in writing, action, suit, proceeding or written claim by others that the Company or any of its subsidiaries has violated, infringed, misappropriated or conflicted with, any Intellectual Property or other proprietary rights of any third party and (C) to the Company's knowledge, no party has infringed, misappropriated, violated, or conflicted with any Company Intellectual Property. To the Company's knowledge, except as would not be reasonably expected to have a Material Adverse Effect, no Intellectual Property has been obtained by the Company or any of its subsidiaries in violation of any contractual obligation binding on the Company or any of its subsidiaries, and the Company and its subsidiaries have complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or any of its subsidiaries, all such agreements are in full force and effect and no such agreement has been breached or violated;

(iii) Except as would not be reasonably expected to have a Material Adverse Effect, the Company and its subsidiaries have taken reasonable steps necessary to secure and protect their interests in the Intellectual Property developed by their employees, consultants, agents and contractors on behalf of the Company and its subsidiaries, including the execution of agreements that (x) presently assign Intellectual Property for the benefit of the Company and its subsidiaries by such employees, consultants, agents and contractors, except to the extent ownership of such Intellectual Property vests in the Company by operation of law, and (y) contain reasonable confidentiality obligations, consistent with industry standards, and to the Company's knowledge, no such agreement has been breached or violated in a way that would impact the Company's or any of its subsidiaries' businesses. Except as would not reasonably be expected to have a Material Adverse Effect, (A) no government funding, facilities or resources of a university, college, other educational institution or research center was used in the development of any Company Intellectual Property, and no governmental agency or body (including the Israel Innovation Authority), university, college, other educational institution or research center has any claim, option or right in or to any Company Intellectual Property, and (B) the Company and its subsidiaries have taken commercially reasonable steps to maintain the confidentiality of all Trade Secrets and other confidential information owned, used or held for use by the Company or any of its subsidiaries;

(iv) Except as would not reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries, with respect to all software (including source code) and other materials that are distributed under a "free," "open source," or similar licensing model (including the GNU General Public License, GNU Lesser General Public License, GNU Affero General Public License, New BSD License, Apache License, Apache 2.0 License, MIT License, Common Public License and other licenses approved as Open Source licenses under the Open Source Definition of the Open Source Initiative) ("Open Source Materials") are in compliance with all license terms applicable to such Open Source Materials. To the knowledge of the Company, except as would not reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its subsidiaries has used or distributed any Open Source Materials (or any software that links to Open Source Materials) in a manner that requires or has required (A) the Company or any of its subsidiaries to permit reverse engineering of any products or services of the Company or any of its subsidiaries, or any software code or other technology owned (or purported to be owned) by the Company or any of its subsidiaries, or (B) any products or services of the Company or any of its subsidiaries, or any software code or other technology owned (or purported to be owned) by the Company or any of its subsidiaries, to be (I) disclosed or distributed in source code form or (II) redistributed at no charge or minimal charge;

(v) Except as would not be reasonably expected to have a Material Adverse Effect, the Company and its subsidiaries have, since January 1, 2019, (A) operated and currently operate their respective businesses in a manner compliant with all applicable foreign, federal, state and local laws, regulations and standards, all contractual obligations and all Company policies (internal and posted) concerning privacy and data security applicable to the Company's, and its subsidiaries', collection, access, use, modification, processing, handling, transfer (including cross border transfers), transmission, storage, disclosure and/or disposal of the data of their respective customers, employees and other third parties (the "Privacy and Data Security Requirements"), (B) implemented commercially reasonable administrative, technical and physical safeguards and policies and procedures designed to ensure compliance with Privacy and Data Security Requirements and (C) there has been no loss or unauthorized collection, access, use, modification, processing, handling, transfer, transmission, storage, disclosure, disposal or breach of security of customer, employee or third party data maintained by or on behalf of the Company and its subsidiaries, and neither the Company nor any of its subsidiaries has notified, has been required to notify pursuant to its Privacy and Data Security Requirements, or has the current intention to notify, any customer, or governmental entity of any such event; and

(vi) Except as would not reasonably be expected to have a Material Adverse Effect, (A) the information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases owned (or purported to be owned) or controlled by the Company and its subsidiaries (collectively, "IT Systems") are adequate for, and operate and perform in all respects as required in connection with, the operation of the business of the Company and its subsidiaries as currently conducted, and, to the knowledge of the Company, are free and clear of all viruses, bugs, contaminants, errors, defects, "Trojan horses," "time bombs," (as such terms are commonly understood in the software industry), malware and other corruptants or malicious code; and (B) the Company and its subsidiaries have taken commercially reasonable measures, consistent with industry standards, designed to protect the IT Systems. Without limiting the foregoing, the Company and its subsidiaries have implemented, maintained and complied with commercially reasonable information technology measures designed to ensure the operation, redundancy and security of, and to protect against any material breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to, the IT Systems ("Breach"). Except as described in the Pricing Prospectus in connection with the transactions contemplated by the Intercompany Agreements, since January 1, 2019, except as would not reasonably be expected to have a Material Adverse Effect, there have been (i) no Breaches or outages, and (ii) no incidents, events or conditions under internal review or investigations relating to outages or any actual or suspected Breach;

(z) No labor dispute with or disturbance by the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company is threatened; and neither the Company nor any of its subsidiaries has received written notice of any existing, threatened or imminent labor disturbance by the employees of any of its principal vendors, partners or contractors except, as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect;

(aa) Each Plan (as defined below) sponsored by the Company or any of its subsidiaries has been sponsored, maintained and contributed to in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code of 1986, as amended (the "Code"), except for noncompliance that would not reasonably be expected to have a Material Adverse Effect; (B) no non-exempt prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan sponsored by the Company or any of its subsidiaries that would reasonably be expected to have a Material Adverse Event; (C) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, has occurred or is reasonably expected to occur that would reasonably be expected to have a Material Adverse Event; (D) no "reportable event" (within the meaning of Section 4043(c) of ERISA, other than those events as to which notice is waived) has occurred or is reasonably expected to occur that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (E) neither the Company nor any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Code) has incurred, or is reasonably expected to incur, any liability under Title IV of ERISA (other than contributions to any Plan or any Multiemployer Plan (as defined below) or premiums to the Pension Benefit Guaranty Corporation (the "PBGC"), in the ordinary course and without default) in respect of a Plan or a Multiemployer Plan, except as would not reasonably be expected to have a Material Adverse Effect; and (F) there is no pending audit or investigation by the Internal Revenue Service, the Department of Labor, the PBGC or any other governmental agency or any foreign regulatory agency with respect to any Plan sponsored by the Company or any of its subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. None of the following events has occurred or is reasonably likely to occur, except as would not reasonably be expected to have a Material Adverse Effect: (x) an increase in the aggregate amount of contributions required to be made to all Plans by the Company or its subsidiaries in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company and its subsidiaries' most recently completed fiscal year; or (y) an increase in the Company and its subsidiaries' "accumulated post-retirement benefit obligations" (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 715) compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year. For purposes of this paragraph, (i) the term "Plan" means an employee benefit plan, within the meaning of Section 3(3) of ERISA, subject to Title IV of ERISA, but excluding any Multiemployer Plan, sponsored, maintained or contributed to (or required to be contributed to) by the Company or any member of its Controlled Group and (ii) the term "Multiemployer Plan" means a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA that is contributed to or required to be contributed to by the Company or any member of its Controlled Group;

(bb) Except in all cases where such violation, claim, request, notice, proceeding, investigation or capital expenditure would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any applicable statute, law, regulation, ordinance, code or order of or with any governmental agency or body or any court, domestic or foreign, in each case, having jurisdiction over the Company or such subsidiary, relating to the use, management, disposal or release of hazardous or toxic substances or wastes or relating to pollution or the protection of the environment or human health or relating to exposure to hazardous or toxic substances or wastes (collectively, "Environmental Laws"), (B) neither the Company nor any of its subsidiaries has received any written claim, written request for information or written notice of liability or investigation arising under, relating to or based upon any Environmental Laws, (C) neither the Company nor any of its subsidiaries is aware of any pending or threatened notice, claim, proceeding or investigation which might lead to liability under Environmental Laws, (D) the Company does not anticipate incurring capital expenditures relating to compliance with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, investigation or closure of properties or compliance with Environmental Laws or any permit, license, approval, any related constraints on operating activities and any potential liabilities to third parties), and (E) neither the Company nor any of its subsidiaries has been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended or is otherwise aware of contamination that would reasonably be expected to result in a claim against the Company or any of its subsidiaries under any Environmental Laws;

(cc) The Company and its subsidiaries have paid all federal, state, local and foreign taxes required to be paid (except as currently being contested in good faith) and filed all tax returns required to be filed through the date hereof, and there is no tax deficiency that has been, or would reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and the Company does not have any knowledge of any tax deficiencies which would reasonably be expected to be determined adversely to the Company and which would reasonably be expected to have a Material Adverse Effect;

(dd) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) included in any of the Registration Statement, the Pricing Prospectus or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

(ee) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in each of the Registration Statement, the Pricing Prospectus and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects; and such data are consistent with the sources from which they are derived and, to the extent required, the Company has obtained the written consent to the use of such data from such sources;

(ff) The Company has taken all necessary actions to ensure that it is in compliance with all provisions of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith, with which the Company is required to comply at the time of filing the Initial Registration Statement and as of the Applicable Time;

(gg) Neither the Company nor any of its affiliates has taken or will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company or any of its subsidiaries in connection with the offering of the Shares;

(hh) The Company has not engaged in any form of solicitation, advertising or other action constituting an offer or a sale under the Israeli Securities Law, 5728-1968 in connection with the transactions contemplated hereby, which would require the Company to publish a prospectus in the State of Israel under the laws of the State of Israel;

(ii) The Company and each of its subsidiaries have such permits, licenses, approvals, consents, franchises, certificates of need and other approvals or authorizations of governmental or regulatory authorities ("Permits") as are necessary under applicable law to own their respective properties and conduct their respective businesses in the manner described in the Registration Statement, the Pricing Prospectus and the Prospectus, except for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received notice of any proceedings related to the revocation or modification of any such Permits that, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect;

(jj) Except as disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, the Company and its subsidiaries, taken as a whole, are insured against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged and as required by law; and the Company and its subsidiaries reasonably believe that they will be able to renew each's existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole;

(kk) There is no debt of, or guaranteed by, the Company or any of its subsidiaries that is rated by a "nationally recognized statistical rating organization," as that term is defined by in Section 3(a)(62) of the Exchange Act;

(ll) (i) There are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the Act, except as have been validly waived or complied with and (ii) no holder of outstanding shares of the Company's capital stock is entitled to preemptive or other rights to subscribe for the Shares that have not been complied with or otherwise effectively waived;

(mm) The Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus and any Issuer Free Writing Prospectuses, and any amendments or supplements thereto, will comply, with any applicable laws or regulations of foreign jurisdictions in which the Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus and any Issuer Free Writing Prospectuses, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program;

(nn) No consent, approval, authorization or order of, or qualification with, any governmental body or agency, other than those obtained, is required in connection with the offering of the Directed Shares in any jurisdiction where the Directed Shares are being offered; and

(oo) The Company has not offered, or caused the Directed Share Underwriter or any Morgan Stanley Entity (as defined in Section 9(f)) to offer, Shares to any person pursuant to the Directed Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Company to alter the customer's or supplier's level or type of business with the Company, or (ii) a trade journalist or publication to write or publish favorable information about the Company or its products.

2. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $[●], the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2 (*provided* that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by the Representatives so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to [●] Optional Shares, at the purchase price per share set forth in the paragraph above, *provided* that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares may be exercised only by written notice from the Representatives to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by the Representatives but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless the Representatives and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by the Representatives of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Disclosure Package and the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance. The Company will cause the certificates, if any, representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [●], 2022 or such other time and date as the Representatives and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York City time, on the date specified by the Representatives in the written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8 hereof, will be delivered at the offices of Sullivan & Cromwell LLP, 1870 Embarcadero Road, Palo Alto, California 94303 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at [●] p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares; *provided* that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required) or subject itself to taxation in any such jurisdiction in which it was not otherwise subject to taxation;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering, Analysis and Retrieval System ("EDGAR")), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (1) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise (other than the Shares to be sold hereunder or pursuant to employee equity incentive plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), or publicly disclose the intention to take any of the actions described in clause (i) or clause (ii) above, without the prior written consent of Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC; *provided*, *however*, that the foregoing restrictions shall not apply to (A) the Shares to be sold hereunder, (B) the grant of options to purchase or the issuance by the Company of common stock or any securities convertible into, exchangeable for or that represent the right to receive shares of common stock, including restricted stock units, in each case pursuant to the Company's equity plans disclosed in the Pricing Prospectus; (C) the entry into an agreement providing for the issuance by the Company of shares of common stock or any security convertible into or exercisable for shares of common stock in connection with the acquisition by the Company or any of its subsidiaries of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, and the issuance of any such securities pursuant to any such agreement, (D) the entry into any agreement providing for the issuance of shares of common stock or any security convertible into or exercisable for shares of common stock in connection with joint ventures, commercial relationships, debt financings, charitable contributions or other strategic transactions, and the issuance of any such securities pursuant to any such agreement and (E) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to the Company's equity incentive plans that are described in the Pricing Prospectus or any assumed employee benefit plan contemplated by clause (C); *provided*, that in the case of clauses (C) and (D), the aggregate number of shares of Stock that the Company may sell or issue or agree to sell or issue pursuant to clauses (C) and (D) shall not exceed 10% of the total number of shares of common Stock issued and outstanding immediately following the completion of the initial public offering contemplated by this Agreement; and *provided, further*, that in the case of clause (B), the Company shall (x) cause each recipient of such options or securities to execute and deliver to the Representatives a lock up agreement on substantially the same terms as the lock up agreements referenced in Section 8 hereof only if such options or securities vest during the term of the Lock-Up Period, and (y) enter stop transfer instructions with the Company's transfer agent and registrar on such securities, which the Company agrees it will not waive or amend without the prior written consent of Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC; and *provided*, *further*, that in the case of clauses (C) and (D), the Company shall (x) cause each recipient of such securities to execute and deliver to the Representatives on or prior to the issuance of such securities, a lock-up agreement on substantially the same terms as the lock-up agreements referenced in Section 8 hereof for the remainder of the Lock-Up Period and (y) enter stop transfer instructions with the Company's transfer agent and registrar on such securities, which the Company agrees it will not waive or amend without the prior written consent of Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC.

(2) If Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 8 hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex II hereto through a major news service at least two business days before the effective date of the release or waiver;

(f) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail;

(g) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); *provided*, *however*, that no report, communication or financial statement need be furnished pursuant to this subsection (g) to the extent (i) they are furnished or filed by the Company and publicly available on the Commission's EDGAR system, in which case they shall be deemed to have been furnished and delivered to you at the same time furnished to or filed with the Commission or (ii) the provision of which would require public disclosure by the Company under Regulation FD;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(i) To use its best efforts to list, subject to notice of issuance, the Shares on NASDAQ;

(j) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act;

(k) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to 16 C.F.R. 202.3a;

(l) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); *provided*, *however*, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred;

(m) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter a properly completed and executed Certification Regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and the Company undertakes to provide such additional supporting documentation as each Underwriter may reasonably request in connection with the verification of the foregoing Certification; and

(n) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) [or Schedule II(c)] hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; and

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(d) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications.

7. The Company covenants and agrees with the several Underwriters that, whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other fees or expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) all costs and expenses related to the transfer and delivery of the Shares to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iv) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the filing fees and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey (*provided* that such reasonable and documented fees and disbursements of counsel to the Underwriters pursuant to this clause (iv) shall not exceed $5,000); (v) all fees and expenses in connection with listing the Shares on NASDAQ and all fees and expenses in connection with the preparation and filing of the registration statement on Form 8-A relating to the Stock; (vi) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares (*provided* that such reasonable and documented fees and disbursements of counsel to the Underwriters pursuant to this clause (vi) shall not exceed $35,000); (vii) the cost of preparing stock certificates; if applicable, (viii) the cost and charges of any transfer agent, registrar or depositary; (ix) the costs and expenses of the Company relating to investor presentations on any roadshow undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic roadshow, expenses associated with the production of roadshow slides and graphics, fees and expenses of any consultants engaged in connection with the roadshow presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and 50% of the cost of any aircraft chartered in connection with the roadshow, (x) all fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program, and (xi) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes payable on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Sullivan & Cromwell LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Company, shall have furnished to you their written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(d) Houthoff, Dutch counsel for the counsel for the Company, shall have furnished to the Representatives their written opinion, in form and substance satisfactory to the Representatives;

(e) Yigal Arnon & Co., Israeli counsel for the counsel for the Company, shall have furnished to the Representatives their written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to the Representatives;

(f) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, PricewaterhouseCoopers LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(g) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than as a result of the grant of stock options and restricted stock units or other equity incentives or the award of stock options, restricted stock units or other equity incentives in the ordinary course of business, in each case pursuant to the Company's equity plans disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus) or long-term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement and the Intercompany Agreements, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, NASDAQ, the NYSE American, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; (ii) a suspension or material limitation in trading in the Company's securities on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed for quotation on NASDAQ;

(j) Each Intercompany Agreement shall have been executed in the form filed as an exhibit to the Registration Statement and the transactions and agreements contemplated by the Intercompany Agreements to have occurred as of such Time of Delivery shall have been consummated substantially in accordance with the terms of the Intercompany Agreements and the descriptions thereof contained in the Pricing Prospectus and the Prospectus;

(k) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each officer, director, and all of the stockholders of the Company, substantially to the effect set forth in Annex III hereto in form and substance satisfactory to you;

(l) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement;

(m) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (g) of this Section and as to such other matters as you may reasonably request; and

(n) The Company shall have furnished or caused to be furnished to the Representatives on the date of the Prospectus at a time prior to the execution of this Agreement and at such Time of Delivery a certificate of the Chief Financial Officer of the Company as to the accuracy of certain financial information included in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus and the Prospectus, in form and substance satisfactory to the Representatives.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication , or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided*, *however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the [●] paragraph under the caption "Underwriting", and the information contained in the [●] paragraph under the caption "Underwriting".

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to subsection (a) or (b) above (such person, the "indemnified party"), the indemnified party shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing of the commencement thereof; *provided* that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and *provided*, *further*, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9; and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representatives, in the case of parties indemnified pursuant to subsection (a), and by the Company, in the case of parties indemnified pursuant to subsection (b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other hand in connection with the offering of the Shares and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

(f)

(i) The Company agrees to indemnify and hold harmless the Directed Share Underwriter, each person, if any, who controls the Directed Share Underwriter within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act and each affiliate of the Directed Share Underwriter within the meaning of Rule 405 of the Act ("Morgan Stanley Entities" and each a "Morgan Stanley Entity") from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (A) that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; (B) that arise out of, or are based upon, the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase; or (C) related to, arising out of, or in connection with the Directed Share Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the bad faith or gross negligence of Morgan Stanley Entities. The Company agrees and confirms that references to "affiliates" of the Directed Share Underwriter that appear in this Agreement shall be understood to include Mitsubishi UFJ Morgan Stanley Securities Co., Ltd.

(ii) In case any proceeding (including any governmental investigation) shall be instituted involving any Morgan Stanley Entity in respect of which indemnity may be sought pursuant to Section 9(f)(i), the Morgan Stanley Entity seeking indemnity, shall promptly notify the Company in writing and the Company, upon request of the Morgan Stanley Entity, shall retain counsel reasonably satisfactory to the Morgan Stanley Entity to represent the Morgan Stanley Entity and any others the Company may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Morgan Stanley Entity shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Morgan Stanley Entity unless (A) the Company shall have agreed to the retention of such counsel or (B) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Morgan Stanley Entity and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company shall not, in respect of the legal expenses of the Morgan Stanley Entities in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Morgan Stanley Entities. Any such separate firm for the Morgan Stanley Entities shall be designated in writing by the Directed Share Underwriter. The Company shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Company agrees to indemnify the Morgan Stanley Entities from and against any loss or liability by reason of such settlement or judgment. The Company shall not, without the prior written consent of the Directed Share Underwriter, effect any settlement of any pending or threatened proceeding in respect of which any Morgan Stanley Entity is or could have been a party and indemnity could have been sought hereunder by such Morgan Stanley Entity, unless such settlement includes an unconditional release of the Morgan Stanley Entities from all liability on claims that are the subject matter of such proceeding.

(iii) To the extent the indemnification provided for in Section 9(f)(i) is unavailable to a Morgan Stanley Entity or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then the Company in lieu of indemnifying the Morgan Stanley Entity thereunder, shall contribute to the amount paid or payable by the Morgan Stanley Entity as a result of such losses, claims, damages or liabilities (A) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Morgan Stanley Entities on the other hand from the offering of the Directed Shares or (B) if the allocation provided by clause 9(f)(iii)(A) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 9(f)(iii)(A) above but also the relative fault of the Company on the one hand and of the Morgan Stanley Entities on the other hand in connection with any statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Morgan Stanley Entities on the other hand in connection with the offering of the Directed Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Directed Shares (before deducting expenses) and the total underwriting discounts and commissions received by the Morgan Stanley Entities for the Directed Shares, bear to the aggregate initial public offering price of the Directed Shares as set forth in the Prospectus. If the loss, claim, damage or liability is caused by an untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact, the relative fault of the Company on the one hand and the Morgan Stanley Entities on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement or the omission or alleged omission relates to information supplied by the Company or by the Morgan Stanley Entities and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(iv) The Company and the Morgan Stanley Entities agree that it would not be just or equitable if contribution pursuant to this Section 9(f) were determined by pro rata allocation (even if the Morgan Stanley Entities were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(f)(iii). The amount paid or payable by the Morgan Stanley Entities as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by the Morgan Stanley Entities in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9(f), no Morgan Stanley Entity shall be required to contribute any amount in excess of the amount by which the total price at which the Directed Shares distributed to the public were offered to the public exceeds the amount of any damages that such Morgan Stanley Entity has otherwise been required to pay. The remedies provided for in this Section 9(f) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(v) The indemnity and contribution provisions contained in this Section 9(f) shall remain operative and in full force and effect regardless of (A) any termination of this Agreement, (B) any investigation made by or on behalf of any Morgan Stanley Entity or the Company, its officers or directors or any person controlling the Company and (C) acceptance of and payment for any of the Directed Shares.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, affiliate or controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason, any Shares are not delivered by or on behalf of the Company as provided herein or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company will reimburse the Underwriters through you for all documented out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to each of the Representatives in care of (i) Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department and (ii) Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; *provided, however*, that any notice to an Underwriter pursuant to Section 9 hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request; *provided*, *however*, that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the representatives at Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Control Room and Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Control Room. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, or any director, officer, employee, or affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement, (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate, and (v) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

18. **This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.**

19. The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

22. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us a copy hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

[*Signature Pages Follow*]

Very truly yours,

Mobileye Global Inc.

By:
Name:
Title:

Accepted as of the date hereof:

Goldman Sachs & Co. LLC

By: _____
Name:
Title:

Morgan Stanley & Co. LLC

By: _____
Name:
Title:

On behalf of each of the Underwriters

[Signature page to Underwriting Agreement]

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman Sachs & Co. LLC		
Morgan Stanley & Co. LLC		
Total		

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:

Electronic roadshow made available on: [●]

(b) Additional Documents Incorporated by Reference:

[None]

(c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package:

The initial public offering price per share for the Shares is $[●]

The number of Shares purchased by the Underwriters is [●].

(d) Written Testing-the-Waters Communications:

[●]

ANNEX II

Form of Press Release

Mobileye Global Inc.
[Date]

Mobileye Global Inc., (the "Company") announced today that Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC, the lead book-running managers in the Company's recent public sale of shares of common stock, are [waiving] [releasing] a lock-up restriction with respect to shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on [ ] 2022, and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX III

Mobileye Global Inc.

Form of Lock-Up Agreement

, 2022

Goldman Sachs & Co. LLC
Morgan Stanley & Co. LLC

As Representatives of the several Underwriters
named in Schedule I to the Underwriting Agreement

c/o Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Re: Mobileye Global Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Mobileye Global Inc., a Delaware corporation (the "Company"), providing for a public offering (the "Public Offering") of shares (the "Shares") of the Class A common stock, par value $0.01 per share, of the Company (the "Class A Common Stock") pursuant to a Registration Statement on Form S-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC"). As used herein, the term "Common Stock" refers to shares of the Company's common stock, par value $0.01 per share, including any shares of Class A Common Stock and Class B common stock, par value $0.01 per share.

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, subject to the provisions contained herein, during the period beginning from the date of this letter (the "Lock-Up Agreement") and continuing to and including the date that is 180 days after the date of the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock (such shares of Common Stock, options, rights, warrants or other securities, collectively, "Lock-Up Securities"), including without limitation any such Lock-Up Securities currently beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement described in clause (i) or (ii) above (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer"), (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clause (i), (ii) or (iii) above. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the undersigned's Lock-Up Securities (i) as one or more *bona fide* gifts or charitable contributions, or for *bona fide* estate planning purposes, (ii) upon death by will, testamentary document or intestate succession, (iii) if the undersigned is a natural person, to any member of the undersigned's immediate family or to any trust for the direct or indirect benefit of the undersigned or an immediate family member (as defined in FINRA Rule 5130(i)(5)) of the undersigned or, if the undersigned is a trust, to a trustor or beneficiary of the trust or the estate of a beneficiary of such trust, (iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (a)(i) through (iv) above, (vi) if the undersigned is a corporation, partnership, limited liability company or other business entity, (A) to another corporation, partnership, limited liability company or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity which fund or entity is controlled or managed by the undersigned or affiliates of the undersigned, or (B) as part of a distribution by the undersigned to its stockholders, partners, members or other equityholders or to the estate of any such stockholders, partners, members or other equityholders, (vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement, (viii) to the Company from an employee or service provider of the Company upon death, disability or termination of employment, in each case, of such employee or service provider, (ix) in connection with a sale of the undersigned's shares of Common Stock acquired (A) from the Underwriters in the Public Offering (except, in the case of officers or directors for any issuer-directed Shares) or (B) in open market transactions after the closing date of the Public Offering, (x) to the Company in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise), including any transfer to the Company for the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such restricted stock units, options, warrants or other rights, or in connection with the conversion of convertible securities, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan, or pursuant to the terms of convertible securities, each as described in the Registration Statement, the preliminary prospectus relating to the Shares included in the Registration Statement immediately prior to the time the Underwriting Agreement is executed and the Prospectus, provided that any securities received upon such vesting, settlement, exercise or conversion shall be subject to the terms of this Lock-Up Agreement, or (xi) with the prior written consent of Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC on behalf of the Underwriters; provided that (A) in the case of clauses (a)(i), (ii), (iii), (iv), (v) and (vi) above, such transfer or distribution shall not involve a disposition for value, (B) in the case of clauses (a)(i), (ii), (iii), (iv), (v), (vi) and (vii) above, it shall be a condition to the transfer or distribution that the donee, devisee, transferee or distributee, as the case may be, shall sign and deliver a lock-up agreement in the form of this Lock-Up Agreement, (C) in the case of clauses (a)(i), (ii), (iii), (iv), (v) and (vi) above, no filing by any party (including, without limitation, any donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act), or other public filing, report or announcement reporting a reduction in beneficial ownership of Lock-Up Securities shall be required or shall be voluntarily made in connection with such transfer or distribution, and (D) in the case of clauses (a)(vii), (viii), (ix) and (x) above, no filing under the Exchange Act or other public filing, report or announcement shall be voluntarily made, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto (A) the circumstances of such transfer or distribution and (B) in the case of a transfer or distribution pursuant to clause (a)(vii) above, that the donee, devisee, transferee or distributee has agreed to be bound by a lock-up agreement in the form of this Lock-Up Agreement;

(b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of the undersigned's Lock-Up Securities, if then permitted by the Company, provided that none of the securities subject to such plan may be transferred, sold or otherwise disposed of until after the expiration of the Lock-Up Period and no public announcement, report or filing under the Exchange Act, or any other public filing, report or announcement, shall be required or shall be voluntarily made regarding the establishment of such plan during the Lock-Up Period; and

(c) transfer the undersigned's Lock-Up Securities pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's Common Stock involving a Change of Control of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Lock-Up Agreement.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Shares the undersigned may purchase in the Public Offering.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, (i) Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC will notify the Company of the impending release or waiver, and (ii) the Company has agreed, or will agree, in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service (or such other method approved by Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC that satisfies the requirements of FINRA Rule 5131(d)(2)) at least two business days before the effective date of the release or waiver, if so required by FINRA Rule 5131(d)(2). Any release or waiver granted by Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration or that is to an immediate family member as defined in FINRA Rule 5130(i)(5) and (ii) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned now has, and, except as contemplated by clauses (a) and (c) of the third paragraph of this Lock-Up Agreement, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's Lock-Up Securities, free and clear of all liens, encumbrances and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may have provided or hereafter provide to the undersigned in connection with the Public Offering a Form CRS and/or certain other disclosures as contemplated by Regulation Best Interest, the Underwriters have not made and are not making a recommendation to the undersigned to enter into this Lock-Up Agreement or to transfer, sell or dispose of, or to refrain from transferring, selling or disposing of, any shares of Common Stock, and nothing set forth in such disclosures or herein is intended to suggest that any Underwriter is making such a recommendation.

This Lock-Up Agreement shall automatically terminate and the undersigned shall be released from all of his, her or its obligations hereunder upon the earlier of (i) the date on which the Registration Statement filed with the SEC with respect to the Public Offering is withdrawn, (ii) the date on which for any reason the Underwriting Agreement is terminated (other than the provisions thereof that survive termination) prior to payment for and delivery of the Shares to be sold thereunder (other than pursuant to the Underwriters' option thereunder to purchase additional Shares), (iii) the date on which the Company notifies the Representatives, in writing and prior to the execution of the Underwriting Agreement, that it does not intend to proceed with the Public Offering and (iv) December 31, 2022, in the event that the Underwriting Agreement has not been executed by such date (provided, however, that the Company may, by written notice to the undersigned prior to such date, extend such date by a period of up to an additional 90 days).

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. The Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. This Lock-Up Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws that would result in the application of any law other than the laws of the State of New York. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

Very truly yours,

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print full name)

IF AN ENTITY:

_____
(please print complete name of entity)

By: _____
(duly authorized signature)

Name: _____
(please print full name)

Title: _____
(please print full title)

[*Signature Page to Lock-Up Agreement*]

Exhibit 3.1

CERTIFICATE OF INCORPORATION

OF

MOBILEYE GROUP INC.

FIRST: The name of the Corporation is Mobileye Group Inc. (hereinafter the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, 19808. The name of its registered agent at that address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "GCL").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 100 shares of Common Stock, each having a par value of one penny ($0.01).

FIFTH: The name and mailing address of the Sole Incorporator is as follows:

Name	Address
Deborah M. Reusch	P.O. Box 636 Wilmington, DE 19899

SIXTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the Bylaws of the Corporation.

(3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws so provide.

(4) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the GCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(5) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the GCL, this Certificate of Incorporation, and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

SEVENTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the GCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the GCL, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 21st day of January, 2022.

/s/ Deborah M. Reusch
Deborah M. Reusch
Sole Incorporator

Exhibit 3.2

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
MOBILEYE GROUP INC.

Pursuant to Section 242 of the General
Corporation Law of the State of Delaware

Mobileye Group Inc., a Delaware corporation (hereinafter called the "Corporation"), does hereby certify as follows:

FIRST: Article FIRST of the Corporation's Certificate of Incorporation is hereby amended to read in its entirety as set forth below:

FIRST: The name of the Corporation is Mobileye Holdings Inc. (hereinafter the "Corporation").

SECOND: The foregoing amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly executed in its corporate name this 23rd day of February, 2022.

MOBILEYE GROUP INC.

By: /s/ Patrick Bombach
Name: Patrick Bombach
Title: President and Secretary

Exhibit 3.3

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
MOBILEYE HOLDINGS INC.

Pursuant to Section 242 of the General
Corporation Law of the State of Delaware

Mobileye Holdings Inc., a Delaware corporation (hereinafter called the "Corporation"), does hereby certify as follows:

FIRST: Article FIRST of the Corporation's Certificate of Incorporation is hereby amended to read in its entirety as set forth below:

FIRST: The name of the Corporation is Mobileye Global Inc. (hereinafter the "Corporation").

SECOND: The foregoing amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly executed in its corporate name this 21st day of April, 2022.

MOBILEYE HOLDINGS INC.

By: /s/ Patrick Bombach
Name: Patrick Bombach
Title: President and Secretary

Exhibit 3.4

BYLAWS

OF

MOBILEYE GROUP INC.

A Delaware Corporation

Effective January 21, 2022

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OF

MOBILEYE GROUP INC.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be 251 Little Falls Drive, in the City of Wilmington, County of New Castle, State of Delaware, 19808.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors of the Corporation (the "***Board of Directors***") may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by Section 211 of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2. Annual Meetings. The Annual Meeting of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation"), Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chair of the Board of Directors, if there be one, or (ii) the President, (iii) any Vice President, if there be one, (iv) the Secretary or (v) any Assistant Secretary, if there be one, and shall be called by any such officer at the request in writing of (i) the Board of Directors, (ii) a committee of the Board of Directors that has been duly designated by the Board of Directors and whose powers and authority include the power to call such meetings or (iii) stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote on the matter for which such Special Meeting of Stockholders is called. Such request shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 4. Notice. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting, in the form of a writing or electronic transmission, shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting.

Section 5. Adjournments and Postponements. Any meeting of the stockholders may be adjourned or postponed from time to time by the chair of such meeting or by the Board of Directors, without the need for approval thereof by stockholders to reconvene or convene, respectively at the same or some other place. Notice need not be given of any such adjourned or postponed meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or postponed meeting are announced at the meeting at which the adjournment is taken or, with respect to a postponed meeting, are publicly announced. At the adjourned or postponed meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment or postponement is for more than thirty (30) days, notice of the adjourned or postponed meeting in accordance with the requirements of Section 4 hereof shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment or postponement, a new record date for stockholders entitled to vote is fixed for the adjourned or postponed meeting, the Board of Directors shall fix a new record date for notice of such adjourned or postponed meeting in accordance with Section 11 hereof, and shall give notice of the adjourned or postponed meeting to each stockholder of record entitled to vote at such adjourned or postponed meeting as of the record date fixed for notice of such adjourned or postponed meeting.

Section 6. Quorum. Unless otherwise required by the DGCL or other applicable law or the Certificate of Incorporation, the holders of a majority of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 5 hereof, until a quorum shall be present or represented.

Section 7. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, or permitted by the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the Corporation's capital stock present at the meeting in person or represented by proxy and entitled to vote on such question, voting as a single class. Unless otherwise provided in the Certificate of Incorporation, and subject to Section 11(a) of this Article II, each stockholder represented at a meeting of the stockholders shall be entitled to cast one (1) vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy as provided in Section 8 of this Article II. The Board of Directors, in its discretion, or the chair of a meeting of the stockholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 8. Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting to the extent authorized by the Certificate of Incorporation may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority:

(i) A stockholder may execute a document (as defined by Section 116(a) of the DGCL) authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished in the manner permitted by the DGCL, including by electronic signature, by the stockholder or such stockholder's authorized officer, director, employee or agent.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such transmission must either set forth or be submitted with information from which it can be determined that the transmission was authorized by the stockholder. If it is determined that such transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information on which they relied.

Any copy, facsimile telecommunication or other reliable reproduction of the document (including any electronic transmission) authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original document for any and all purposes for which the original document could be used; provided, however, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original document.

Section 9. Consent of Stockholders in Lieu of Meeting. To the extent permissible pursuant to the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be executed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner required by this Section 9 within sixty (60) days of the first date on which a written consent is so delivered to the Corporation. Any person executing a consent may provide, whether through instruction to an agent or otherwise, that such a consent will be effective at a future time (including a time determined upon the happening of an event), no later than sixty (60) days after such instruction is given or such provision is made, if evidence of such instruction or provision is provided to the Corporation. Unless otherwise provided, any such consent shall be revocable prior to its becoming effective. An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written and signed for the purposes of this Section 9, provided that any such electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission.

A consent given by electronic transmission shall be deemed delivered to the Corporation upon the earliest of: (i) when the consent enters an information processing system, if any, designated by the Corporation for receiving consents, so long as the electronic transmission is in a form capable of being processed by that system and the Corporation is able to retrieve that electronic transmission; (ii) when a paper reproduction of the consent is delivered to the Corporation's principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded; (iii) when a paper reproduction of the consent is delivered to the Corporation's registered office by hand or by certified or registered mail, return receipt requested; or (iv) when delivered in such other manner, if any, provided by resolution of the Board of Directors. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as provided above in this Section 9.

Section 10. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided, that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 11. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix, as the record date for stockholders entitled to notice of such adjourned meeting, the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting in accordance with the foregoing provisions of this Section 11.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 12. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by Section 10 of this Article II or the books and records of the Corporation, or to vote in person or by proxy at any meeting of stockholders. As used herein, the stock ledger of the Corporation shall refer to one (1) or more records administered by or on behalf of the Corporation in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfer of stock of the Corporation are recorded in accordance with Section 224 of the DGCL.

Section 13. Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Meetings of stockholders shall be presided over by the Chair of the Board of Directors, if there shall be one, or in his or her absence, or there shall not be a Chair of the Board of Directors or in his or her absence, the President. The Board of Directors shall have the authority to appoint a temporary chair to serve at any meeting of the stockholders if the Chair of the Board of Directors or the President is unable to do so for any reason. Except to the extent inconsistent with any rules and regulations adopted by the Board of Directors, the chair of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chair of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chair of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by stockholders.

Section 14. Inspectors of Election. In advance of any meeting of the stockholders, the Board of Directors, by resolution, the Chair of the Board of Directors or the President shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the chair of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall execute and deliver to the Corporation a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

ARTICLE III

DIRECTORS

Section 1. Number and Election of Directors. The Board of Directors shall consist of not less than one nor more than fifteen members, each of whom shall be a natural person, the exact number of which shall initially be fixed by the Incorporator and thereafter from time to time by the Board of Directors. Except as provided in Section 2 of this Article III, directors shall be elected by a plurality of the votes cast at each Annual Meeting of Stockholders and each director so elected shall hold office until the next Annual Meeting of Stockholders and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Each director shall be a natural person and need not be a stockholder.

Section 2. Vacancies. Unless otherwise required by law or the Certificate of Incorporation, vacancies on the Board of Directors or any committee thereof resulting from the death, resignation or removal of a director, or from an increase in the number of directors constituting the Board of Directors or such committee or otherwise, may be filled only by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. The directors so chosen shall, in the case of the Board of Directors, hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier death, resignation or removal and, in the case of any committee of the Board of Directors, shall hold office until their successors are duly appointed by the Board of Directors or until their earlier death, resignation or removal.

Section 3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation except as may be otherwise provided in the DGCL, the Certificate of Incorporation, these Bylaws or required by the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading.

Section 4. Meetings. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors or any committee thereof may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors or such committee, respectively. Special meetings of the Board of Directors may be called by the Chair of the Board of Directors, if there be one, the President, or by any director. Special meetings of any committee of the Board of Directors may be called by the chair of such committee, if there be one, the President, or any director serving on such committee. Notice of any special meeting stating the place, date and hour of the meeting shall be given to each director (or, in the case of a committee, to each member of such committee) not less than twenty-four hours before the date of the meeting, by telephone, or in the form of a writing or electronic transmission, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Organization. At each meeting of the Board of Directors or any committee thereof, the Chair of the Board of Directors or the chair of such committee, as the case may be, or, in his or her absence or if there be none, a director chosen by a majority of the directors present, shall act as chair of such meeting. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chair of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 6. Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chair of the Board of Directors, if there be one, the President or the Secretary of the Corporation and, in the case of a committee, to the chair of such committee, if there be one. Such resignation shall take effect when delivered or, if such resignation specifies a later effective time or an effective time, determined upon the happening of an event or events, in which case, such resignation takes effect upon such effective time. Unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Except as otherwise required by applicable law and subject to the rights, if any, of the holders of shares of preferred stock then outstanding, any director or the entire Board of Directors may be removed from office at any time, with or without cause, by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding capital stock of the Corporation entitled to vote in the election of directors. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 7. Quorum. Except as otherwise required by law, or the Certificate of Incorporation or the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the vote of a majority of the directors or committee members, as applicable, present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Directors or any committee thereof, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 8. Emergency Powers.

(a) Emergency Provisions. Notwithstanding any different provision elsewhere in the Certificate of Incorporation or these Bylaws, the provisions of this Section 8 shall be operative during any emergency resulting from an attack on the United States or on a locality in which the corporation conducts its business or customarily holds meetings of its Board of Directors or its stockholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, including, but not limited to, an epidemic or pandemic, and a declaration of a national emergency by the United States government, or other similar emergency condition, irrespective of whether a quorum of the Board of Directors or a standing committee of the Board of Directors can readily be convened for action.

(b) Call and Notice of Directors' Meetings. A meeting of the Board of Directors or a committee of the Board of Directors may be called at any time by any officer or director. Notice of any such meeting shall be given at least eight (8) hours prior to the time set for the meeting, but need be given only to such of the directors as it may be feasible to reach at the time and by such means as may be feasible at the time, including publication or radio.

(c) Quorum of Directors. The director or directors in attendance at the meeting shall constitute a quorum. The officers and the members of the management of the corporation who are present shall, to the extent required to provide a quorum at any meeting of the Board of Directors, be deemed, in order of rank and within the same rank in order of seniority, directors for such meeting.

(d) Officers' Succession. The Board of Directors, either before or during the emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or other agents of the corporation shall for any reason be rendered incapable of discharging their duties.

(e) Change of Office. The Board of Directors, either before or during the emergency, may, effective in the emergency, change the head office or designate several alternative head offices or regional offices, or authorize the officers to do so.

(f) Other Actions. During any emergency condition of a type described in Section 110(a) of the DGCL, the Board of Directors (or, if a quorum cannot be readily convened for a meeting, a majority of the directors present) may, pursuant to Section 110 of the DGCL:

(i) take any action that it determines to be practical and necessary to address the circumstances of such emergency condition with respect to a meeting of the stockholders, including but not limited to, to postpone any stockholder meeting to a later time or date, or make a change to hold the meeting solely by means of remote communication, and notify stockholders of any postponement or change of place of meeting or a change to hold the meeting solely by means of remote communication, solely by a document publicly filed by the Corporation with the Securities and Exchange Commission (the "SEC") pursuant to Section 13, 14, or 15(d) of the Exchange Act, and

(ii) for any dividend that has been declared but which record date has not occurred, change the record date or payment date or both to a later date or dates. The payment date as so changed may not be more than sixty (60) days after the record date as so changed. Notice of the change must be given to stockholders as promptly as practicable, which may be given solely by a document publicly filed by the Corporation with the SEC pursuant to Section 13, 14, or 15(d) of the Exchange Act.

(g) Liability. No officer, director, or employee acting in accordance with any emergency Bylaw provision shall be liable except for willful misconduct.

(h) Termination. These Bylaws shall remain in effect during any emergency and upon its termination the foregoing emergency Bylaw provisions shall cease to be operative. All emergency Bylaw provisions may be terminated at any time by the consent or direction of a majority of a quorum of the Board of Directors.

Section 9. Actions of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. Any person, whether or not then a director, may provide, through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event) no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, or the committee thereof, in the same paper or electronic form as the minutes are maintained.

Section 10. Meetings by Means of Conference Telephone. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 9 shall constitute presence in person at such meeting.

Section 11. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority to (i) approve, adopt, or recommend to the stockholders any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend, or repeal any of these Bylaws. Each committee shall keep regular minutes and report to the Board of Directors when required. Notwithstanding anything to the contrary contained in this Article III, the resolution of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling.

Section 12. Subcommittees. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating a committee, such committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee. Except for references to committees and members of committees in Section 10 of this Article III, every reference in these Bylaws to a committee of the Board of Directors or a member of a committee shall be deemed to include a reference to a subcommittee or member of a subcommittee.

Section 13. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

Section 14. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes such contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President and a Secretary. The Board of Directors, in its discretion, also may choose a Chair of the Board of Directors (who must be a director), a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chair of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders (or action by written consent of stockholders in lieu of the Annual Meeting of Stockholders), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chair of the Board of Directors. The Chair of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. During the absence or disability of the President, the Chair of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chair of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the oversight and control of the Board of Directors and, if there be one, the Chair of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall be the Chief Executive Officer of the Corporation. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the President. In the absence or disability of the Chair of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and, if the President is also a director, the Board of Directors. If there be no Treasurer, unless the Board of Directors shall otherwise designate, the President shall serve as the Treasurer. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in the President's absence or in the event of the President's inability or refusal to act (and if there be no Chair of the Board of Directors), the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chair of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chair of the Board of Directors or the President, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer, if there be one, shall have the custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the President taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation.

Section 9. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Except as otherwise provided in a resolution approved by the Board of Directors, all shares of capital stock of the Corporation shall be uncertificated shares.

Section 2. Lost Certificates. The Board of Directors may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares.

Section 3. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement, compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary or Assistant Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 4. Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 6. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given in writing directed to such director's, committee member's or stockholder's mailing address (or by electronic transmission directed to such director's, committee member's or stockholder' electronic mail address, as applicable) as it appears on the records of the Corporation and shall be given: (a) if mailed, when the notice is deposited in the United States mail, postage prepaid, (b) if delivered by courier service, the earlier of when the notice is received or left at such director's, committee member's or stockholder's address or (c) if given by electronic mail, when directed to such director's, committee member's or stockholder's electronic mail address unless such director, committee member or stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the under applicable law, the Certificate of Incorporation or these Bylaws. Without limiting the manner by which notice otherwise may be given effectively to stockholders, but subject to Section 232(e) of the DGCL, any notice to stockholders given by the Corporation under applicable law, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notice given by electronic transmission, as described above, shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the stockholder. Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (i) the Corporation is unable to deliver by such electronic transmission two consecutive notices given by the Corporation and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

Section 2. Waivers of Notice. Whenever any notice is required, by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting of Stockholders or any regular or special meeting of the directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by law, the Certificate of Incorporation or these Bylaws.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 8 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 1 or Section 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a director or officer of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 1 and Section 2 of this Article VIII shall be made to the fullest extent permitted by law. A right to indemnification or to advancement of expenses arising under a provision of the Certificate of Incorporation or these Bylaws shall not be eliminated or impaired by an amendment to the Certificate of Incorporation or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify, under the provisions of the DGCL, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX

FORUM FOR ADJUDICATION OF CERTAIN DISPUTES

Section 1. Forum for Adjudication of Certain Disputes. Unless the Corporation consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the General Corporation Law of Delaware or the Corporation's Certificate of Incorporation or Bylaws (each, as in effect from time to time), or (iv) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; *provided, however*, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless the Corporation gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. Any person or entity purchasing, otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1 of Article IX. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Section 9.1 of Article IX with respect to any current or future actions or claims.

ARTICLE X

AMENDMENTS

Section 1. Amendments. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of a meeting of the stockholders or Board of Directors, as the case may be, called for the purpose of acting upon any proposed alteration, amendment, repeal or adoption of new Bylaws. All such alterations, amendments, repeals or adoptions of new Bylaws must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office. Any amendment to these Bylaws adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

Section 2. Entire Board of Directors. As used in this Article X and in these Bylaws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

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Exhibit 3.5

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

MOBILEYE GLOBAL INC.

Mobileye Global Inc., a Delaware corporation (the "***Corporation***"), does hereby certify as follows:

1. The name of the Corporation is Mobileye Global Inc.

2. The Corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware (as amended from time to time, the "***DGCL***") under the name Mobileye Group Inc. and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on January 21, 2022, and was amended by the Certificates of Amendment filed with the Secretary of State of the State of Delaware on February 23, 2022 and April 21, 2022 (as so amended, the "***Previous Certificate of Incorporation***").

3. This Amended and Restated Certificate of Incorporation (including any Certificate of Designation (as defined below) and as the same may be amended and/or restated from time to time, this "***Certificate of Incorporation***") was duly adopted by the Board of Directors of the Corporation (the "***Board***") in accordance with Sections 242 and 245 of the DGCL and the sole stockholder of the Corporation adopted this Certificate of Incorporation by written consent in accordance with Section 228 of the DGCL.

4. This Certificate of Incorporation restates, integrates and amends the provisions of the Previous Certificate of Incorporation. Certain capitalized terms used in this Certificate of Incorporation are defined in Article XIV herein.

5. Upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware in accordance with the DGCL, all of the shares of capital stock of the Corporation issued and outstanding prior to the filing of this Certificate of Incorporation, consisting of 100 shares of common stock of the Corporation, par value $0.01 per share ("***Old Common Stock***"), all of which are owned beneficially by Intel, shall be reclassified and changed into [●] ([●]) shares of validly issued, fully paid and nonassessable Class B Common Stock (as defined below) authorized by subparagraph (a) of Article FOURTH of this Restated Certificate of Incorporation without any action by the holder thereof.

6. The text of the Previous Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

NAME

The name of the Corporation is Mobileye Global Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, 19808. The name of its registered agent at that address is Corporation Service Company.

ARTICLE III

PURPOSE

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the DGCL, subject to the limitations and other restrictions contained herein.

ARTICLE IV

CAPITAL STOCK

A. The Corporation shall be authorized to issue [●] ([●]) shares of capital stock, of which (i) [●] ([●]) shares shall be shares of Class A Common Stock, par value $0.01 per share (the "***Class A Common Stock***"), (ii) [●] ([●]) shares shall be shares of Class B Common Stock, par value $0.01 per share (the "***Class B Common Stock***" and, together with the Class A Common Stock, the "***Common Stock***"), and (iii) [●] ([●]) shares shall be shares of Preferred Stock, par value $0.01 per share (the "***Preferred Stock***"). Subject to the approval rights of the holders of the Class B Common Stock under Article VI of this Certificate of Incorporation, the number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding and, in the case of Class A Common Stock, a sufficient number of shares of Class A Common Stock that may be issuable upon the conversion of all outstanding shares of Class B Common Stock) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of the Class A Common Stock, the Class B Common Stock or the Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holders is required pursuant to the terms of any Certificate of Designation.

B. Shares of Preferred Stock may be issued from time to time in one or more series. The Board is hereby authorized by resolution or resolutions to provide for series of Preferred Stock to be issued and, by filing a certificate pursuant to the DGCL (a "***Certificate of Designation***"), to fix the number of shares constituting such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding), and with respect to each such series, to fix the voting powers, if any, designations, preferences and the relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of any such series. The authority of the Board with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

(i) the designation of the series, which may be by distinguishing number, letter or title;

(ii) the number of shares of the series, which number the Board may thereafter increase or decrease (but not below the number of shares thereof then outstanding);

(iii) whether dividends, if any, shall be cumulative or noncumulative and the dividend rate of the series;

(iv) dates at which dividends, if any, shall be payable;

(v) the redemption rights and price or prices, if any, for shares of the series;

(vi) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(vii) the amounts payable on, and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(viii) whether the shares of the series shall be convertible into shares of any other class or series, or any other security, of the Corporation or any other entity, and, if so, the specification of such other class or series of such other security, the conversion price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible and all other terms and conditions upon which such conversion may be made;

(ix) restrictions on the issuance of shares of the same series or of any other class or series;

(x) the voting powers, if any, of the holders of shares of the series; and

(xi) such other powers, privileges, preferences and rights, and qualifications, limitations and restrictions thereof, as the Board shall determine.

C. The voting powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations and restrictions of the Class A Common Stock and Class B Common Stock are as follows:

(i) Except as otherwise set forth below in this Article IV and in Article VII, the voting powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of the Class A Common Stock and Class B Common Stock shall be identical in all respects.

(ii) Subject to the other provisions of this Certificate of Incorporation, including the provisions of any Certificate of Designation, the holders of Common Stock shall be entitled to receive such dividends and other distributions, in cash, stock of any entity or property of the Corporation, when and as may be declared thereon by the Board from time to time out of assets or funds of the Corporation legally available therefor, and shall share equally on a per share basis in all such dividends and other distributions. No such dividend or distribution that is payable in shares of Common Stock, including distributions pursuant to stock splits or divisions of Common Stock, or dividends payable in rights to acquire, or securities convertible or exercisable or exchangeable for, shares of Class A Common Stock or Class B Common Stock may be made unless: (a) shares of Class A Common Stock are paid or distributed only in respect of Class A Common Stock, (b) shares of Class B Common Stock are paid or distributed only in respect of Class B Common Stock, (c) no such dividend or distribution is made in respect of the Class A Common Stock unless simultaneously also made in respect of the Class B Common Stock, (d) no such dividend or distribution is made in respect of the Class B Common Stock unless simultaneously also made in respect of the Class A Common Stock and (e) the number of shares of Class A Common Stock paid or distributed in respect of each outstanding share of Class A Common Stock is equal to the number of shares of Class B Common Stock paid or distributed in respect of each outstanding share of Class B Common Stock.

(iii) (a) Except as may be otherwise required by law or by this Certificate of Incorporation and subject to any voting rights that may be granted to holders of Preferred Stock pursuant to the provisions of a Certificate of Designation, all rights to vote and all voting power of the capital stock of the Corporation, whether for the election of directors or any other matter submitted to a vote of stockholders of the Corporation, shall be vested exclusively in the holders of Common Stock.

(b) Except as may be otherwise required by law or by this Certificate of Incorporation, at every meeting of the stockholders of the Corporation, in connection with the election of directors and on all other matters submitted to a vote of the stockholders of the Corporation generally, (A) every holder of record of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held in such holder's name on the stock ledger of the Corporation, and (B) every holder of record of Class B Common Stock shall be entitled to ten (10) votes for each share of Class B Common Stock held in such holder's name on the stock ledger of the Corporation. Except as may be otherwise required by law or by this Certificate of Incorporation, the holders of Class A Common Stock and the holders of Class B Common Stock shall vote together as a single class in connection with the election of directors, all other matters submitted to a vote of the stockholders of the Corporation generally and any other matters on which the holders of the Class A Common Stock and Class B Common Stock are required or permitted to vote, and the votes cast in respect of the Class A Common Stock and the Class B Common Stock shall be counted and totaled together. Notwithstanding the foregoing, but subject to any applicable approval rights of the holders of the Class B Common Stock under Article VI of this Certificate of Incorporation and except as otherwise required by applicable law, holders of the Class A Common Stock and Class B Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other series of Preferred Stock, to vote thereon pursuant to this Certificate of Incorporation or applicable law.

(c) Every reference in this Certificate of Incorporation or the Bylaws (as defined below) to a majority or other proportion of shares, or a majority or other proportion of the votes of shares, of Common Stock, Class A Common Stock, or Class B Common Stock shall refer to such majority or other proportion of the votes to which such shares of Common Stock, Class A Common Stock or Class B Common Stock entitle their holders to cast as provided in this Certificate of Incorporation.

(iv) In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, whether voluntary or involuntary, after payment in full of the amounts required to be paid to the holders of Preferred Stock pursuant to the provisions of a Certificate of Designation, the remaining assets and funds of the Corporation shall be distributed pro rata to the holders of Common Stock, and the holders of Class A Common Stock and the holders of Class B Common Stock shall be entitled to receive the same amount per share in respect thereof.

(v) In connection with any reorganization of the Corporation, any consolidation of the Corporation with one or more other entities or any merger of the Corporation with or into another entity, the holders of each share of Class A Common Stock and Class B Common Stock shall be entitled to receive the same per share consideration as the per share consideration, if any, received by the holders of each share of such other class of Common Stock, and any securities issued to the holders of shares of Class A Common Stock and Class B Common Stock as consideration in such transaction may entitle the holders thereof to voting powers in the same ratio as applies between the shares of Class A Common Stock and Class B Common Stock. In the event that the holders of Class A Common Stock or of Class B Common Stock are granted rights to elect to receive one of two or more alternative forms of consideration in connection with such merger or consolidation, the foregoing provision shall be deemed satisfied if holders of Class A Common Stock and holders of Class B Common Stock are granted substantially identical election rights.

(vi) (a) The holders of Class A Common Stock shall not be entitled to convert any share of Class A Common Stock into any other security of the Corporation or any other property. Prior to the date of a Distribution, each holder of Class B Common Stock shall be entitled to convert at such holder's option, at any time and from time to time, any share of Class B Common Stock into one (1) fully paid and non-assessable share of Class A Common Stock.

(b) Prior to the date of a Distribution, each outstanding share of Class B Common Stock shall immediately and automatically (without any action on the part of the holder or the Corporation) convert into one (1) fully paid and non-assessable share of Class A Common Stock upon any transfer of such share (other than, for the avoidance of doubt, a transfer that constitutes a Distribution) if, after such transfer, such share is not beneficially owned by Intel. Following a Distribution, shares of Class B Common Stock shall no longer convert into shares of Class A Common Stock upon any subsequent transfer.

(c) Each outstanding share of Class B Common Stock shall immediately and automatically (without any action on the part of the holder or the Corporation) convert into one (1) fully paid and nonassessable share of Class A Common Stock automatically on the Threshold Date; *provided*, *however*, that as of such date, a Distribution has not occurred. The Corporation shall provide notice of such conversion of the shares of Class B Common Stock pursuant to this sub-clause (c) of this clause (vi) of this Section C to holders of record of such shares of Common Stock as soon as practicable following such conversion stating the date of such conversion; *provided, however*, that the Corporation may satisfy such notice requirements by providing such notice prior to such conversion. Such notice shall be provided by any means then permitted by the DGCL; *provided, however*, that no failure to give such notice nor any defect therein shall affect the validity of the conversion of the shares of Class B Common Stock.

(d) Notwithstanding anything to the contrary, following a Distribution, the Corporation may submit to its stockholders for approval a proposal to convert each outstanding share of Class B Common Stock into one (1) fully paid and nonassessable share of Class A Common Stock; *provided*, *however*, that subject to approval by the stockholders, such conversion shall be effected by the Corporation only if the Corporation has received either (i) a favorable private letter ruling from the Internal Revenue Service, or (ii) an opinion of a law or accounting firm of national reputation, in each case, satisfactory to Intel in its sole and absolute discretion, to the effect that such conversion will not affect the intended tax treatment of the Distribution. For purposes of this sub-clause (d) of this clause (vi) of this Section C, the holders of Class A Common Stock and the holders of Class B Common Stock shall vote together as a single class and every holder of Class A Common Stock and every holder of Class B Common Stock shall be entitled to one (1) vote for each share of Common Stock held in such holder's name on the stock ledger of the Corporation, and no vote of the holders of the Class A Common Stock or the Class B Common Stock voting separately as a class shall be required therefor.

(e) Immediately upon any conversion of shares of Class B Common Stock into shares of Class A Common Stock pursuant to this clause (vi) of this Section C, the rights of the holders of such shares of Class B Common Stock as such shall cease and such shares of Class B Common Stock shall be extinguished, and such holders shall be treated for all purposes as having become the record holders of the shares of Class A Common Stock into which such holders' shares of Class B Common Stock were converted.

(f) If the date on which any share of Class B Common Stock is converted into a share of Class A Common Stock pursuant to this clause (vi) of this Section C is (A) after the record date for the determination of the holders of Class B Common Stock entitled to receive any dividend and (B) prior to the date on which such dividend is to be paid to such holders, the holder of the share of Class B Common Stock so converted as of such record date will be entitled to receive such dividend on such payment date, *provided*, *however*, that to the extent that such dividend is payable in shares of Class B Common Stock or in rights to acquire, or securities convertible or exercisable or exchangeable for, shares of Class B Common Stock, such shares of Class B Common Stock shall also be deemed to have so converted into an equivalent number of shares of Class A Common Stock as of the date of such conversion such that no such shares of Class B Common Stock shall be issued in payment thereof and, in lieu thereof, such dividend shall instead be paid in a number of shares of Class A Common Stock equal to the number of shares of Class B Common Stock that would have otherwise been issued as part of such dividend.

(g) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issuance upon conversion of outstanding shares of Class B Common Stock, such number of shares of Class A Common Stock that shall be issuable upon the conversion of all such outstanding shares of Class B Common Stock.

(h) The Corporation shall not reissue or resell any shares of Class B Common Stock that are converted into shares of Class A Common Stock pursuant to this clause (vi) of this Section C or that are acquired by the Corporation in any other manner. The Corporation shall, from time to time, take such appropriate action as may be necessary to retire such shares and to reduce the authorized number of shares of Class B Common Stock accordingly.

(vii) The holders of shares of Common Stock are not entitled to any preemptive right to subscribe for, purchase or receive any part of any new or additional issue of stock of any class or series of the Corporation, whether now or hereafter authorized, or of bonds, debentures or other securities convertible into or exchangeable for stock of the Corporation.

(viii) No stockholder shall be entitled to exercise any right of cumulative voting.

ARTICLE V

CORPORATE OPPORTUNITIES

A. In anticipation that the Corporation and Intel may engage in the same or similar activities or lines of business and have an interest in the same areas of corporate opportunities, and in recognition of the benefits to be derived by the Corporation through its continued contractual, corporate and business relations with Intel (including service of officers and/or directors of Intel as officers and/or directors of the Corporation), and in addition to and subject to the limitations set forth in Article VI, the provisions of this Article V are set forth to regulate and define the conduct of certain affairs of the Corporation as they may involve Intel and its officers and directors, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith.

B. No contract, agreement, arrangement or transaction between the Corporation and Intel shall be void or voidable solely for the reason that Intel is a party thereto, and Intel: (i) shall be deemed to have fully satisfied and fulfilled any duties to the Corporation and its stockholders with respect thereto; (ii) shall not be liable to the Corporation or its stockholders for any breach of fiduciary duty by reason of the entering into, performance or consummation of any such contract, agreement, arrangement or transaction; (iii) shall be deemed to have acted in good faith and in a manner it reasonably believed to be in and not opposed to the best interests of the Corporation; and (iv) shall be deemed not to have breached any duties of loyalty to the Corporation or its stockholders and not to have received an improper personal gain therefrom, in each case to the fullest extent permitted by applicable law, if the material facts as to the contract, agreement, arrangement or transaction are disclosed or are known to the Board or the committee thereof that authorizes the contract, agreement, arrangement or transaction, and the Board or such committee in good faith authorizes the contract, agreement, arrangement or transaction by the affirmative vote of a majority of the disinterested directors, even though less than a quorum. Directors and/or officers of the Corporation who are also directors and/or officers of Intel may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract, agreement, arrangement or transaction.

C. Intel shall have the right to, and shall have no duty not to (i) engage in the same or similar business activities or lines of business as the Corporation, (ii) do business with any client or customer of the Corporation and (iii) employ or otherwise engage any officer or employee of the Corporation, and the Corporation hereby renounces any interest or expectancy in any such activities and shall not be deemed to have an interest or expectancy in any such activities merely because the Corporation engages in the same or similar activities or otherwise. To the fullest extent permitted by applicable law, neither Intel nor any officer or director thereof (except as provided in Section D of this Article V) shall be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of any such activities of Intel or of such person's participation therein. Subject to the provisions of Section D of this Article V, in the event that Intel acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both Intel and the Corporation, Intel shall have no duty to communicate or present such corporate opportunity to the Corporation, and the Corporation, to the fullest extent permitted by law, hereby renounces any interest or expectancy in such corporate opportunity and waives any claim that such corporate opportunity should have been presented to the Corporation. Subject to the provisions of Section D of this Article V, Intel shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder of the Corporation by reason of the fact that Intel pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another Person or does not present such corporate opportunity to the Corporation.

D. To the fullest extent permitted by applicable law, in the event that a director or officer of the Corporation who is also a director or officer of Intel acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and Intel and which may be properly pursued by the Corporation consistent with the provisions of Article VI hereof, such director or officer of the Corporation (i) shall be deemed to have fully satisfied and fulfilled such person's fiduciary duty to the Corporation and its stockholders with respect to such corporate opportunity, (ii) shall not be liable to the Corporation or its stockholders for any breach of fiduciary duty by reason of the fact that Intel pursues or acquires such corporate opportunity for itself or directs such corporate opportunity to another Person or does not present such corporate opportunity to the Corporation, (iii) shall be deemed to have acted in good faith and in a manner such person reasonably believes to be in and not opposed to the best interests of the Corporation for the purposes of Article XI hereof and the other provisions of this Certificate of Incorporation, and (iv) shall be deemed not to have breached such person's duty of loyalty to the Corporation or its stockholders or to have received an improper personal gain therefrom for the purposes of Article XI hereof and the other provisions of this Certificate of Incorporation, if such director or officer acts in good faith in a manner consistent with the following policy:

(w) where a corporate opportunity is offered to a person who is a director and/or officer of the Corporation and who is also a director and/or officer of Intel, the Corporation shall be entitled to pursue such opportunity only if such opportunity is expressly offered to such person solely in his or her capacity as a director and/or officer, as applicable, of the Corporation (and to the extent any such opportunity is not so expressly offered to such person in such capacity, the Corporation hereby renounces any interest or expectancy in such opportunity); and

(x) if an officer and/or director of the Corporation, who also serves as an officer and/or director of Intel, acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and Intel in any manner not addressed by Article V, Section D, clause (w), such officer or director shall have no duty to communicate or present such corporate opportunity to the Corporation and shall to the fullest extent permitted by law not be liable to the Corporation or its stockholders for breach of fiduciary duty as an officer or director of the Corporation by reason of the fact that Intel pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another Person or does not present such corporate opportunity to the Corporation, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should be presented to the Corporation.

The provisions of this Section D are not intended to be an exhaustive statement of corporate opportunities which may be available to the Corporation, pursuit of which shall be in accordance with this Certificate of Incorporation and applicable law.

E. For purposes of this Article V and Article VI, "***Corporation***" means the Corporation and all corporations, partnerships, joint ventures, limited liability companies, trusts, associations and other entities in which the Corporation owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting stock, voting power, partnership interests, limited liability company interests or similar ownership interests.

F. Any Person purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article V.

G. Section A, Section C and Section D of this Article V shall become inoperative and of no effect on the later of (i) the Threshold Date and (ii) the date upon which no officer and/or director of the Corporation is also an officer and/or director of Intel. Neither the alteration, amendment, termination or repeal of this Article V nor the adoption of any provision inconsistent with this Article V shall eliminate or reduce the effect of this Article V in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article V would accrue or arise, prior to such alteration, amendment, termination, repeal or adoption. Following the later of (i) the Threshold Date and (ii) the date upon which no officer and/or director of the Corporation is also an officer and/or director of Intel, any contract, agreement, arrangement or transaction involving a corporate opportunity not approved or allocated as provided in this Article V shall not by reason thereof result in any breach of any fiduciary duty or duty of loyalty or failure to act in good faith or in the best interests of the Corporation or derivation of any improper personal gain, but shall be governed by the other provisions of this Certificate of Incorporation, the Amended and Restated Bylaws of the Corporation (as amended and/or restated from time to time, the "***Bylaws***"), the DGCL and other applicable law.

ARTICLE VI

CONSENT OF HOLDERS OF CLASS B COMMON STOCK

A. In addition to any other vote required by law or by this Certificate of Incorporation, prior to the Threshold Date, the prior affirmative vote of the holders of a majority of the outstanding shares of the Class B Common Stock, voting separately as a class, shall be required to authorize the Corporation to and, in the case of clauses (iii) through (x), below to authorize or permit any Subsidiary, in each case whether directly or indirectly and whether by merger, consolidation, division, operation of law or otherwise, to:

(i) adopt or implement any stockholder rights plan or similar takeover defense measure;

(ii) consolidate or merge with or into any Person;

(iii) permit any Subsidiary to consolidate or merge with or into any Person (other than (a) a consolidation or merger of a Wholly-Owned Subsidiary with or into the Corporation or with or into another Wholly-Owned Subsidiary or (b) in connection with a Permitted Acquisition);

(iv) directly or indirectly acquire Stock, Stock Equivalents or assets (including, without limitation, any business or operating unit) of any Person (other than the Corporation or its Subsidiaries), in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets or otherwise, and including Indebtedness assumed by the Corporation or any of its Subsidiaries and Indebtedness of any entity so acquired) paid or delivered by the Corporation and its Subsidiaries in excess of $250,000,000; *provided*, *however*, that this clause (iv) of this Section A shall not require the vote of the holders of Class B Common Stock in connection with transactions to which the Corporation and one or more Wholly-Owned Subsidiaries are the only parties;

(v) issue any Stock or any Stock Equivalents, except (a) the issuance of shares of Stock of a Wholly-Owned Subsidiary of the Corporation to the Corporation or another Wholly-Owned Subsidiary of the Corporation, (b) pursuant to the Initial Public Offering or in private placement transactions after the filing of the IPO Registration Statement and occurring substantially concurrent with or prior to the closing of the Initial Public Offering, or (c) the issuance of shares of Class A Common Stock or options or other rights to purchase or acquire Class A Common Stock pursuant to employee benefit plans or programs, including in connection with any exchange offer that occurs at the time of or substantially concurrent with the Initial Public Offering, or dividend reinvestment plans approved by the Board (*provided*, *however*, that notwithstanding the provision of this clause (c), the prior affirmative vote of the holders of a majority of the outstanding shares of the Class B Common Stock, voting separately as a class, shall be required to authorize any increase in the number of shares reserved and available for issuance under such employee benefit plans or programs in any year in excess of 5% of the outstanding number of shares of Class B Common Stock and Class A Common Stock on the immediately preceding December 31);

(vi) make or commit to make any individual or series of related capital or other expenditures in excess of $250,000,000;

(vii) create, incur, assume or permit to exist any Indebtedness or guarantee the Indebtedness of any other Person, or permit any Subsidiary to create, incur, assume or permit to exist any Indebtedness or guarantee any Indebtedness of any other Person, in excess of an aggregate principal amount at any time outstanding of $250,000,000;

(viii) make any loan to any other Person or purchase any debt securities of any other Person, in excess of an aggregate principal amount at any time outstanding of $250,000,000;

(ix) redeem, purchase or otherwise acquire (or pay into or set aside funds for a sinking fund for such purpose) any shares of Stock or Stock Equivalents of the Corporation or a Subsidiary (other than a Wholly-Owned Subsidiary); *provided*, *however*, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other Persons performing services for the Corporation or any Wholly-Owned Subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment, or through the exercise of any right of first refusal or the conversion or reclassification of any shares of Class B Common Stock pursuant to clause (vi) of Article IV, Section C;

(x) dissolve, liquidate or wind up;

(xi) declare dividends on any class or series of the capital stock of the Corporation;

(xii) alter, amend, change, terminate or repeal, or adopt any provision inconsistent with this Certificate of Incorporation or the Bylaws.

B. For purposes of this Article VI and Article VII:

(i) "***Indebtedness***" means, with respect to any Person, any liability of such Person in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments and shall also include (a) any liability of such Person under any agreement related to the fixing of interest rates on any Indebtedness and (b) any capitalized or finance lease obligations of such Person (if and to the extent the same would appear on a balance sheet of such Person prepared in accordance with United States generally accepted accounting principles).

(ii) "***Initial Public Offering***" means an initial public offering of Class A Common Stock as contemplated by a Registration Statement on Form S-1 filed with the U.S. Securities and Exchange Commission (the "***IPO Registration Statement***").

(iii) "***Permitted Acquisition***" means any acquisition by the Corporation or any of its Subsidiaries of Stock, Stock Equivalents or assets (including, without limitation, any business or operating unit) of any Person not requiring the prior affirmative vote of the holders of the Class B Common Stock pursuant to clause (iv) of Section A of this Article VI.

(iv) "***Stock***" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership, limited liability company or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company, joint venture, trust, associations or other entity, whether voting or non-voting.

(v) "***Stock Equivalents***" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, and all voting debt.

(vi) "***Wholly-Owned Subsidiary***" means each Subsidiary in which the Corporation owns (directly or indirectly) all of the outstanding voting Stock, voting power, partnership interests or similar ownership interests, except for director's qualifying shares in nominal amount.

C. The Corporation shall not undertake any action or conduct that would have the effect of indirectly engaging the Corporation in activities that the provisions of this Article VI would otherwise prohibit.

D. Any Person purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VI.

E. Neither the alteration, amendment or repeal of this Article VI nor the adoption of any provision inconsistent with this Article VI shall eliminate or reduce the effect of this Article VI in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VI, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

ARTICLE VII

BOARD OF DIRECTORS

A. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board shall consist of no less than five directors. Subject to the limitation in the preceding sentence, the number of directors shall be determined from time to time solely by resolution adopted by affirmative vote of a majority of the entire Board which the Corporation would have if there were no vacancies at the time such resolution is adopted.

B. Elections of the members of the Board shall be held annually at the annual meeting of stockholders and each member of the Board shall hold office until the next annual meeting of stockholders and until such director's successor is elected and qualified, subject to such director's earlier death, resignation, disqualification or removal. Elections of the members of the Board need not be by written ballot unless the Bylaws shall so provide.

C. Any newly created directorship on the Board that results from an increase in the number of directors and any other vacancy occurring on the Board shall be filled by the affirmative vote of a majority of the Board then in office, even if less than a quorum, or by a sole remaining director; *provided, however*, that prior to the Majority Date, any vacancy or newly created directorship caused by an action of the stockholders shall be filled only by a vote of the stockholders. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor. No decrease in the number of directors shall shorten the term of any incumbent director.

D. Notwithstanding anything to the contrary, from the time of the Classified Annual Meeting, the directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board. The term of the initial Class I directors shall terminate on the date of the first annual meeting of stockholders following the Classified Annual Meeting. The term of the initial Class II directors shall terminate on the date of the second annual meeting of stockholders following the Classified Annual Meeting. The term of the initial Class III directors shall terminate on the date of the third annual meeting of stockholders following the Classified Annual Meeting. At the first annual meeting of stockholders following the Classified Annual Meeting and each succeeding annual meeting of stockholders, successors to the class of directors whose term expires at such annual meeting of stockholders shall be elected for a three-year term. If the number of directors is changed following the Classified Annual Meeting, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

E. Any director may be removed from office at any time, with or without cause, until the Classified Annual Meeting, and then only with cause, in each case, by the affirmative vote of the holders of shares of capital stock of the Corporation representing at least a majority of the votes entitled to be cast on the election of such director.

F. Advance notice of stockholder nominations for the election of directors and stockholder proposals for business to be conducted at any meeting of stockholders shall be given in the manner provided in the Bylaws.

G. The books and records of the Corporation may be kept (subject to any mandatory requirement of law) outside the State of Delaware at such place or places (and/or on, by means of or in the form of any information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases) in accordance with Section 224 of the DGCL).

ARTICLE VIII

STOCKHOLDER ACTION

A. Any action required or permitted to be taken by stockholders at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted; *provided, however*, that except as otherwise provided by a Certificate of Designation, from and after the Majority Date, any action required or permitted to be taken by stockholders may be effected only at a duly called annual or special meeting of stockholders and may not be effected by a written consent or consents by stockholders in lieu of such a meeting.

B. Except as otherwise required by law or provided by a Certificate of Designation, special meetings of stockholders of the Corporation may be called only by (1) the Chair of the Board, (2) the Chief Executive Officer or (3) the Secretary of the Corporation upon written request to the Secretary of the Corporation by a majority of the directors then in office. No business other than that stated in the notice of a special meeting of stockholders shall be transacted at such special meeting.

ARTICLE IX

AMENDMENT OF BYLAWS AND CERTIFICATE OF INCORPORATION

A. In furtherance and not in limitation of the powers conferred by law, the Board is expressly authorized and empowered to adopt, amend and repeal the Bylaws at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to adopt, amend or repeal any Bylaws. The stockholders shall have the power to make, amend or repeal the Bylaws.

B. Except as otherwise provided in this Certificate of Incorporation, the Corporation reserves the right to amend and repeal any provisions contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware, and all rights of stockholders shall be subject to this reservation.

ARTICLE X

SECTION 203 OF THE DGCL

A. The Corporation shall not be governed by Section 203 of the DGCL ("***Section 203***"), and the restrictions contained in Section 203 shall not apply to the Corporation, until the first date on which Intel ceases to own (as defined in Section 203) shares of voting stock (as defined in Section 203) representing at least fifteen percent (15%) of the votes entitled to be cast by the holders of the outstanding shares of voting stock (as defined in Section 203), voting together as a single class. The Corporation shall thereafter be governed by Section 203 if and for so long as Section 203 by its terms shall apply to the Corporation.

ARTICLE XI

LIMITATIONS ON LIABILITY AND INDEMNIFICATION

A. A director or officer of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, respectively, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any repeal or modification of this Section A shall not adversely affect any right or protection of a director or officer of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

B. The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by applicable law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; *provided*, *however*, that except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article XI shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt by the Corporation of an undertaking by or on behalf of the director or officer receiving advancement to repay the amount advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation under this Article XI.

C. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article XI to directors and officers of the Corporation.

D. The rights to indemnification and to the advancement of expenses conferred in this Article XI shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the Bylaws of the Corporation, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

E. Any repeal or modification of this Article XI by the stockholders of the Corporation shall not adversely affect any rights to indemnification and to the advancement of expenses of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE XII

FORUM FOR ADJUDICATION OF CERTAIN DISPUTES

A. Unless the Corporation consents in writing to the selection of an alternative forum (an "***Alternative Forum Consent***"), the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the DGCL, this Certificate of Incorporation or the Bylaws (each, as in effect from time to time), or (iv) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; *provided, however*, that the provisions of this Article XII will not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or the rules and regulations under the Exchange Act, or any other claim for which the U.S. federal courts have exclusive jurisdiction; *provided*, *further*, that in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless the Corporation gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. Any person or entity purchasing, otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Article XII with respect to any current or future actions or claims.

ARTICLE XIII

SEVERABILITY

A. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

ARTICLE XIV

CERTAIN DEFINITIONS

For purposes of this Certificate of Incorporation:

A. "***beneficial owner***" and "***beneficial ownership***" have the meaning ascribed to such terms in Rule 13d-3 under the Exchange Act, but shall not include shares of Common Stock beneficially owned by Intel but not for its own account, including (in such exclusion) beneficial ownership which arises by virtue of some entity that is an affiliate of Intel being a sponsor or advisor of a mutual or similar fund that beneficially owns shares of Common Stock.

B. "***Classified Annual Meeting***" shall mean the first annual meeting of stockholders following the Threshold Date.

C. "***Distribution***" means a distribution or other transfer of the Class B Common Stock by Intel to holders of stock of Intel in a transaction intended to qualify for non-recognition of gain and loss under Section 355 of the Internal Revenue Code of 1986, as amended (or any corresponding provisions of any successor statute).

D. "***Intel***" means Intel Corporation and all Intel Subsidiaries.

E. "***Intel Subsidiary***" means any corporation, limited liability company, joint venture, partnership, trust, association or other entity in which Intel: (i) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (a) the total combined voting power of all classes of voting securities of such entity, (b) the total combined equity interests, or (c) the capital or profits interest, in the case of a partnership; or (ii) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body, but in each case shall not include the Corporation or any Subsidiary of the Corporation.

F. "***Majority Date***" means the first date on which Intel ceases to beneficially own shares of Common Stock representing at least a majority of the votes entitled to be cast by the holders of the outstanding shares of Class A Common Stock and Class B Common Stock, voting together as a single class.

G. "***Person***" means any individual, partnership, joint venture, limited liability company, firm, corporation, trust or other entity, including governmental authorities.

H. "***Pledge***" means any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in, attaching or applicable to, affecting or otherwise in respect of any share of Class B Common Stock, whether or not filed, recorded or otherwise perfected under applicable law, created, incurred or existing pursuant to any bona fide loan or indebtedness transaction or other bona fide obligation.

I. "***Subsidiary***" means, with respect to the Corporation, any corporation, limited liability company, joint venture, partnership, trust, association or other entity in which the Corporation: (i) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (a) the total combined voting power of all classes of voting securities of such entity, (b) the total combined equity interests, or (c) the capital or profits interest, in the case of a partnership; or (ii) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

J. "***Threshold Date***" means the first date on which Intel ceases to beneficially own twenty percent (20%) or more of the aggregate number of shares of then outstanding Common Stock.

K. "***transfer***" for purposes of Article IV means any sale or other disposition of a share of Class B Common Stock, except that "transfer" does not include any Pledge of a share of Class B Common Stock for so long as the owner of such share of Class B Common Stock continues to exercise voting control over such share of Class B Common Stock (with a power of attorney or proxy given by such owner to another Person in connection with such Pledge to exercise voting control effective upon the occurrence of certain events not constituting voting control by such other Person for these purposes until such events occur and such power of attorney or proxy is effective).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation has executed this Amended and Restated Certificate of Incorporation on this [●] day of [●], 2022.

By: _____
Name:
Title:

[Signature Page to Amended and Restated Certificate of Incorporation]

Exhibit 3.6

AMENDED AND RESTATED BYLAWS

OF

MOBILEYE GLOBAL INC.

A Delaware Corporation

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ARTICLE VIII

INDEMNIFICATION

ARTICLE IX

AMENDMENTS

BYLAWS

OF

MOBILEYE GLOBAL INC.

(hereinafter called the "***Corporation***")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be 251 Little Falls Drive, Wilmington, County of New Castle, 19808.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors of the Corporation (the "***Board of Directors***") may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by Section 211 of the General Corporation Law of the State of Delaware (the "***DGCL***").

Section 2. Annual Meetings. The Annual Meeting of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the "***Certificate of Incorporation***"), Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chair of the Board of Directors, (ii) the Chief Executive Officer or (iii) the Secretary of the Corporation upon written request to the Secretary of the Corporation by a majority of the directors then in office. Such request shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 4. Nature of Business at Meetings of Stockholders; Notice.

(a) Only such business (other than nominations for election to the Board of Directors, which must comply with the provisions of Section 5 of this Article II) may be transacted at an Annual Meeting of Stockholders as is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the Annual Meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof), or (c) otherwise properly brought before the Annual Meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 4 of this Article II and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting and (ii) who complies with the notice procedures set forth in this Section 4 of this Article II.

(b) In addition to any other applicable requirements, for business to be properly brought before an Annual Meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

(c) To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the anniversary of the date the Corporation's proxy materials were mailed to the stockholders in connection with the immediately preceding Annual Meeting of Stockholders; provided, however, that in the event that the Annual Meeting is called for a date that is not within twenty-five (25) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (a) as to each matter such stockholder proposes to bring before the Annual Meeting, a brief description of the business desired to be brought before the Annual Meeting and the proposed text of any proposal regarding such business (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these bylaws, the text of the proposed amendment), and the reasons for conducting such business at the Annual Meeting, and (b) as to the stockholder giving notice and the beneficial owner, if any, on whose behalf the proposal is being made, (i) the name and address of such person, (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of all agreements, arrangements, or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) in connection with or relating to (A) the Corporation or (B) the proposal, including any material interest in, or anticipated benefit from the proposal to such person, or any affiliates or associates of such person, (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting to bring such business before the meeting; and (v) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies by such person with respect to the proposed business to be brought by such person before the Annual Meeting pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and the rules and regulations promulgated thereunder.

(e) A stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 4 of this Article II shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of the Annual Meeting.

(f) No business shall be conducted at the Annual Meeting of Stockholders except business brought before the Annual Meeting in accordance with the procedures set forth in this Section 4 of this Article II; provided, however, that, once business has been properly brought before the Annual Meeting in accordance with such procedures, nothing in this Section 4 of this Article II shall be deemed to preclude discussion by any stockholder of any such business. If the chair of an Annual Meeting determines that business was not properly brought before the Annual Meeting in accordance with the foregoing procedures, the chair shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

(g) Nothing contained in this Section 4 of this Article II shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

Section 5. Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Certificate of Incorporation with respect to the right of holders of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any Annual Meeting of Stockholders, or at any Special Meeting of Stockholders called for the purpose of electing directors, (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 5 of this Article II and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting or Special Meeting and (ii) who complies with the notice procedures set forth in this Section 5 of this Article II.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation (a) in the case of an Annual Meeting, not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the anniversary of the date the Corporation's proxy materials were mailed to the stockholders in connection with the immediately preceding Annual Meeting of Stockholders; provided, however, that in the event that the Annual Meeting is called for a date that is not within twenty-five (25) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs; and (b) in the case of a Special Meeting of Stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the Special Meeting was mailed or public disclosure of the date of the Special Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting or a Special Meeting called for the purpose of electing directors, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) a written questionnaire with respect to the background and qualification of such person, (iv) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (v) such person's written representation and agreement that such person (A) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation in such representation and agreement and (C) in such person's individual capacity, would be in compliance, if elected as a director of the Corporation, and will comply with, all applicable publicly disclosed confidentiality, corporate governance, conflict of interest, Regulation FD, code of conduct and ethics, and stock ownership and trading policies and guidelines of the Corporation and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (b) as to the stockholder giving the notice, and the beneficial owner, if any, on whose behalf the nomination is being made, (i) the name and record address of the stockholder giving the notice and the name and principal place of business of such beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of (A) all agreements, arrangements, or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any proposed nominee, or any affiliates or associates of such proposed nominee, (B) all agreements, arrangements, or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, or otherwise relating to the Corporation or their ownership of capital stock of the Corporation, and (C) any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting or Special Meeting to nominate the persons named in its notice; and (v) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected and such information as may be necessary or appropriate in determining the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(d) A stockholder providing notice of any nomination proposed to be made at an Annual Meeting or Special Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 5 of this Article II shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting or Special Meeting, and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of such Annual Meeting or Special Meeting.

(e) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 5 of this Article II. If the chair of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chair shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded

Section 6. Notice. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting, in the form of a writing or electronic transmission, shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting.

Section 7. Adjournments and Postponements. Any meeting of the stockholders may be adjourned or postponed from time to time by the chair of such meeting or by the Board of Directors, without the need for approval thereof by stockholders to reconvene or convene, respectively at the same or some other place. Notice need not be given of any such adjourned or postponed meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or postponed meeting are announced at the meeting at which the adjournment is taken or, with respect to a postponed meeting, are publicly announced. At the adjourned or postponed meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment or postponement is for more than thirty (30) days, notice of the adjourned or postponed meeting in accordance with the requirements of Section 4 hereof shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment or postponement, a new record date for stockholders entitled to vote is fixed for the adjourned or postponed meeting, the Board of Directors shall fix a new record date for notice of such adjourned or postponed meeting in accordance with Section 11 hereof, and shall give notice of the adjourned or postponed meeting to each stockholder of record entitled to vote at such adjourned or postponed meeting as of the record date fixed for notice of such adjourned or postponed meeting.

Section 8. Quorum. Unless otherwise required by the DGCL or other applicable law or the Certificate of Incorporation, the holders of thirty three and one-third percent (33⅓%) of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 7 of this Article II, until a quorum shall be present or represented.

Section 9. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, or permitted by the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the Corporation's capital stock present at the meeting in person or represented by proxy and entitled to vote on such question, voting as a single class. Subject to Section 13(a) of this Article II, each stockholder represented at a meeting of the stockholders shall be entitled to cast a vote or votes as set forth in the Certificate of Incorporation in respect of the shares of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy as provided in Section 10 of this Article II. The Board of Directors, in its discretion, or the chair of a meeting of the stockholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting to the extent authorized by the Certificate of Incorporation may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority:

(i) A stockholder may execute a document (as defined by Section 116(a) of the DGCL) authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished in the manner permitted by the DGCL, including by electronic signature, by the stockholder or such stockholder's authorized officer, director, employee or agent.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such transmission must either set forth or be submitted with information from which it can be determined that the transmission was authorized by the stockholder. If it is determined that such transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information on which they relied.

Any copy, facsimile telecommunication or other reliable reproduction of the document (including any electronic transmission) authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original document for any and all purposes for which the original document could be used; provided, however, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original document.

Section 11. Consent of Stockholders in Lieu of Meeting. To the extent permissible pursuant to the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be executed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner required by this Section 9 within sixty (60) days of the first date on which a written consent is so delivered to the Corporation. Any person executing a consent may provide, whether through instruction to an agent or otherwise, that such a consent will be effective at a future time (including a time determined upon the happening of an event), no later than sixty (60) days after such instruction is given or such provision is made, if evidence of such instruction or provision is provided to the Corporation. Unless otherwise provided, any such consent shall be revocable prior to its becoming effective. An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written and signed for the purposes of this Section 11, provided that any such electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission.

A consent given by electronic transmission shall be deemed delivered to the Corporation upon the earliest of: (i) when the consent enters an information processing system, if any, designated by the Corporation for receiving consents, so long as the electronic transmission is in a form capable of being processed by that system and the Corporation is able to retrieve that electronic transmission; (ii) when a paper reproduction of the consent is delivered to the Corporation's principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded; (iii) when a paper reproduction of the consent is delivered to the Corporation's registered office by hand or by certified or registered mail, return receipt requested; or (iv) when delivered in such other manner, if any, provided by resolution of the Board of Directors. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as provided above in this Section 11.

Section 12. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided, that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 13. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix, as the record date for stockholders entitled to notice of such adjourned meeting, the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting in accordance with the foregoing provisions of this Section 13.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 14. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by Section 12 of this Article II or the books and records of the Corporation, or to vote in person or by proxy at any meeting of stockholders. As used herein, the stock ledger of the Corporation shall refer to one (1) or more records administered by or on behalf of the Corporation in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfer of stock of the Corporation are recorded in accordance with Section 224 of the DGCL.

Section 15. Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Meetings of stockholders shall be presided over by the Chair of the Board of Directors, or in his or her absence, the Chief Executive Officer. The Board of Directors shall have the authority to appoint a temporary chair to serve at any meeting of the stockholders if the Chair of the Board of Directors or the Chief Executive Officer is unable to do so for any reason. Except to the extent inconsistent with any rules and regulations adopted by the Board of Directors, the chair of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chair of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chair of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by stockholders.

Section 16. Inspectors of Election. In advance of any meeting of the stockholders, the Board of Directors, by resolution, the Chair of the Board of Directors or the Chief Executive Officer shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the chair of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall execute and deliver to the Corporation a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

ARTICLE III

DIRECTORS

Section 1. Number and Election of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by a duly adopted resolution of the Board of Directors. Except as provided in Section 2 of this Article III, directors shall be elected by a plurality of the votes cast at each Annual Meeting of Stockholders and each director so elected shall hold office until the next Annual Meeting of Stockholders and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Each director shall be a natural person and need not be a stockholder.

Section 2. Vacancies. Unless otherwise required by law or the Certificate of Incorporation, vacancies on the Board of Directors or any committee thereof resulting from the death, resignation or removal of a director, or from an increase in the number of directors constituting the Board of Directors or such committee or otherwise, may be filled only by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. The directors so chosen shall, in the case of the Board of Directors, hold office until the annual election in which their term expires pursuant to the Certificate of Incorporation and until their successors are duly elected and qualified, or until their earlier death, resignation or removal and, in the case of any committee of the Board of Directors, shall hold office until their successors are duly appointed by the Board of Directors or until their earlier death, resignation or removal.

Section 3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation except as may be otherwise provided in the DGCL, the Certificate of Incorporation, these Bylaws or required by the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading.

Section 4. Meetings. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors or any committee thereof may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors or such committee, respectively. Special meetings of the Board of Directors may be called by the Chair of the Board of Directors, the Chief Executive Officer or by a majority of the Board of Directors then in office. Special meetings of any committee of the Board of Directors may be called by the chair of such committee, the Chief Executive Officer or a majority of such committee. Notice of any special meeting stating the place, date and hour of the meeting shall be given to each director (or, in the case of a committee, to each member of such committee) not less than twenty-four hours before the date of the meeting, by telephone, or in the form of a writing or electronic transmission, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Organization. At each meeting of the Board of Directors or any committee thereof, the Chair of the Board of Directors or the chair of such committee, as the case may be, shall act as chair of such meeting. At each meeting of the Board of Directors in the absence or disability of the Chair of the Board of Directors, if the Chief Executive Officer is also a director, then the Chief Executive Officer shall act as chair of such meeting. At each meeting of the Board of Directors in the absence or disability of the Chair of the Board of Directors and the Chief Executive Officer, or if the Chief Executive Officer is not a director, and in each meeting of a committee of the Board of Directors in the absence or disability of the chair of such committee, a director chosen by a majority of the directors present shall act as chair of such meeting. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary, if there by any, shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chair of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 6. Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chair of the Board of Directors, the Chief Executive Officer or the Secretary of the Corporation and, in the case of a committee, to the chair of such committee, if there be one. Such resignation shall take effect when delivered or, if such resignation specifies a later effective time or an effective time, determined upon the happening of an event or events, in which case, such resignation takes effect upon such effective time. Unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Except as otherwise required by applicable law and subject to the rights, if any, of the holders of shares of preferred stock then outstanding, any director or the entire Board of Directors may be removed from office at any time pursuant to the Certificate of Incorporation by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding capital stock of the Corporation entitled to vote in the election of directors. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 7. Quorum. Except as otherwise required by law, or the Certificate of Incorporation or the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the vote of a majority of the directors or committee members, as applicable, present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Directors or any committee thereof, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 8. Emergency Powers.

(a) Emergency Provisions. Notwithstanding any different provision elsewhere in the Certificate of Incorporation or these Bylaws, the provisions of this Section 8 shall be operative during any emergency resulting from an attack on the United States, Israel or other locality in which the corporation conducts its business or customarily holds meetings of its Board of Directors or its stockholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, including, but not limited to, an epidemic or pandemic, and a declaration of a national emergency by the United States or Israeli government, or other similar emergency condition, irrespective of whether a quorum of the Board of Directors or a standing committee of the Board of Directors can readily be convened for action.

(b) Call and Notice of Directors' Meetings. A meeting of the Board of Directors or a committee of the Board of Directors may be called at any time by any officer or director. Notice of any such meeting shall be given at least eight (8) hours prior to the time set for the meeting, but need be given only to such of the directors as it may be feasible to reach at the time and by such means as may be feasible at the time, including publication or radio.

(c) Quorum of Directors. The director or directors in attendance at the meeting shall constitute a quorum. The officers and the members of the management of the corporation who are present shall, to the extent required to provide a quorum at any meeting of the Board of Directors, be deemed, in order of rank and within the same rank in order of seniority, directors for such meeting.

(d) Officers' Succession. The Board of Directors, either before or during the emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or other agents of the corporation shall for any reason be rendered incapable of discharging their duties.

(e) Change of Office. The Board of Directors, either before or during the emergency, may, effective in the emergency, change the head office or designate several alternative head offices or regional offices, or authorize the officers to do so.

(f) Other Actions. During any emergency condition of a type described in Section 110(a) of the DGCL, the Board of Directors (or, if a quorum cannot be readily convened for a meeting, a majority of the directors present) may, pursuant to Section 110 of the DGCL:

(i) take any action that it determines to be practical and necessary to address the circumstances of such emergency condition with respect to a meeting of the stockholders, including but not limited to, to postpone any stockholder meeting to a later time or date, or make a change to hold the meeting solely by means of remote communication, and notify stockholders of any postponement or change of place of meeting or a change to hold the meeting solely by means of remote communication, solely by a document publicly filed by the Corporation with the Securities and Exchange Commission (the "SEC") pursuant to Section 13, 14, or 15(d) of the Exchange Act, and

(ii) for any dividend that has been declared but which record date has not occurred, change the record date or payment date or both to a later date or dates. The payment date as so changed may not be more than sixty (60) days after the record date as so changed. Notice of the change must be given to stockholders as promptly as practicable, which may be given solely by a document publicly filed by the Corporation with the SEC pursuant to Section 13, 14, or 15(d) of the Exchange Act.

(g) Liability. No officer, director, or employee acting in accordance with any emergency Bylaw provision shall be liable except for willful misconduct.

(h) Termination. These Bylaws shall remain in effect during any emergency and upon its termination the foregoing emergency Bylaw provisions shall cease to be operative. All emergency Bylaw provisions may be terminated at any time by the consent or direction of a majority of a quorum of the Board of Directors.

Section 9. Actions of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. Any person, whether or not then a director, may provide, through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event) no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, or the committee thereof, in the same paper or electronic form as the minutes are maintained.

Section 10. Meetings by Means of Conference Telephone. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 10 shall constitute presence in person at such meeting.

Section 11. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority to (i) approve, adopt, or recommend to the stockholders any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend, or repeal any of these Bylaws. Each committee shall keep regular minutes and report to the Board of Directors when required. Notwithstanding anything to the contrary contained in this Article III, the resolution of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling.

Section 12. Subcommittees. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating a committee, such committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee. Except for references to committees and members of committees in Section 11 of this Article III, every reference in these Bylaws to a committee of the Board of Directors or a member of a committee shall be deemed to include a reference to a subcommittee or member of a subcommittee.

Section 13. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

Section 14. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes such contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a Chair of the Board of Directors (who must be a director), Chief Executive Officer, Chief Financial Officer and Secretary. The Board of Directors may also choose one or more other officers in its discretion. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chair of the Board of Directors, directors of the Corporation.

Section 2. Election. The Board of Directors shall elect any officers to fill new positions or vacancies in existing positions of the Corporation. Such officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by any officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chair of the Board of Directors. The Chair of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors. During the absence or disability of the Chief Executive Officer, the Chair of the Board of Directors shall exercise all the powers and discharge all the duties of the Chief Executive Officer. The Chair of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

Section 5. Chief Executive Officer. The Chief Executive Officer shall, subject to the oversight and control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the Chief Executive Officer. In the absence or disability of the Chair of the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders and, if the Chief Executive Officer is also a director, the Board of Directors. In the absence or disability of the Chair of the Board of Directors and the Chief Executive Officer, meetings of the stockholders and of the Board of Directors shall be presided in accordance with Section 15 of Article II and Section 5 of Article III, respectively. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board of Directors.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chair of the Board of Directors or the Chief Executive Officer, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, then either the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Chief Financial Officer. The Chief Financial Officer shall have the custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the Chief Executive Officer taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation.

Section 8. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Except as otherwise provided in a resolution approved by the Board of Directors, all shares of capital stock of the Corporation shall be uncertificated shares.

Section 2. Lost Certificates. The Board of Directors may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares.

Section 3. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement, compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary or Assistant Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 4. Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 6. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given in writing directed to such director's, committee member's or stockholder's mailing address (or by electronic transmission directed to such director's, committee member's or stockholder' electronic mail address, as applicable) as it appears on the records of the Corporation and shall be given: (a) if mailed, when the notice is deposited in the United States mail, postage prepaid, (b) if delivered by courier service, the earlier of when the notice is received or left at such director's, committee member's or stockholder's address or (c) if given by electronic mail, when directed to such director's, committee member's or stockholder's electronic mail address unless such director, committee member or stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the under applicable law, the Certificate of Incorporation or these Bylaws. Without limiting the manner by which notice otherwise may be given effectively to stockholders, but subject to Section 232(e) of the DGCL, any notice to stockholders given by the Corporation under applicable law, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notice given by electronic transmission, as described above, shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the stockholder. Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (i) the Corporation is unable to deliver by such electronic transmission two consecutive notices given by the Corporation and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

Section 2. Waivers of Notice. Whenever any notice is required, by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting of Stockholders or any regular or special meeting of the directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by law, the Certificate of Incorporation or these Bylaws.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 8 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Contributions. The Board of Directors shall have the authority from time to time to make such contributions as the Board of Directors in its discretion shall determine, for public and charitable purposes.

ARTICLE VIII

INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 1 or Section 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a director or officer of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 1 and Section 2 of this Article VIII shall be made to the fullest extent permitted by law. A right to indemnification or to advancement of expenses arising under a provision of the Certificate of Incorporation or these Bylaws shall not be eliminated or impaired by an amendment to the Certificate of Incorporation or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify, under the provisions of the DGCL, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. Amendments. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of a meeting of the stockholders or Board of Directors, as the case may be, called for the purpose of acting upon any proposed alteration, amendment, repeal or adoption of new Bylaws. All such alterations, amendments, repeals or adoptions of new Bylaws must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office. Any amendment to these Bylaws adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

Section 2. Entire Board of Directors. As used in this Article IX and in these Bylaws generally, the term “entire Board of Directors” means the total number of directors which the Corporation would have if there were no vacancies.

* * *

Exhibit 5.1

[Form of Opinion of Skadden, Arps, Slate, Meagher & Flom LLP]

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www.skadden.com

[●], 2022

Mobileye Global Inc.
Har Hotzvim, 13 Hartom Street
P.O. Box 45157 Jerusalem 9777513, Israel

RE: Mobileye Global Inc.
Registration Statement on Form S-1

Ladies and Gentlemen:

We have acted as special United States counsel to Intel Corporation, a Delaware corporation ("Intel" or "Our Client"), in connection with the public offering by Mobileye Global Inc., a Delaware corporation (the "Company") of [●] shares of Class A common stock, par value $0.01 per share ("Class A Common Stock"), of the Company (including up to [●] shares of Class A Common Stock subject to an over-allotment option) (the "Shares").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933 (the "Securities Act").

In rendering the opinion stated herein, we have examined and relied upon the following:

(a) the registration statement on Form S-1 (File No. 333-[●]) of the Company relating to the Shares filed with the Securities and Exchange Commission (the "Commission") on September 30, 2022 under the Securities Act, and Pre-Effective Amendment[s] No. 1 [through No. [●]] thereto, including the information deemed to be a part of the registration statement pursuant to Rule 430A of the General Rules and Regulations under the Securities Act (the "Rules and Regulations") (such registration statement, as so amended, being hereinafter referred to as the "Registration Statement");

(b) the prospectus, dated [●], 2022 (the "Prospectus"), which forms a part of and is included in the Registration Statement;

(c) the form of the Underwriting Agreement (the "Underwriting Agreement") proposed to be entered into among the Company, Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC, as representatives of the several Underwriters named in Schedule I thereto (the "Underwriters"), relating to the sale by the Company to the Underwriters of the Shares, filed as Exhibit 1.1 to the Registration Statement;

(d) an executed copy of a certificate of Liz Cohen-Yerushalmi, Chief Legal Officer, General Counsel and Secretary of the Company, dated the date hereof (the "Secretary's Certificate");

(e) an executed copy of a certificate of Susie Giordano, Secretary of Intel, dated the date hereof (the "Intel Secretary's Certificate");

(f) a copy of the Company's Certificate of Incorporation, as amended, certified by the Secretary of State of the State of Delaware as of January 21, 2022 and certified pursuant to the Secretary's Certificate;

(g) the form of the Company's Amended and Restated Certificate of Incorporation, to be in effect prior to the consummation of the offering of the Shares and filed as Exhibit 3.4 to the Registration Statement (the "Amended and Restated Certificate of Incorporation");

(h) a copy of the Company's By-laws, as amended and in effect as of the date hereof and certified pursuant to the Secretary's Certificate;

(i) the form of the Company's Amended and Restated By-laws, to be in effect prior to the consummation of the offering of the Shares and filed as Exhibit 3.5 to the Registration Statement (the "Amended and Restated By-laws"); and

(j) a copy of certain resolutions of the Board of Directors of the Company, adopted on February 28, 2022 and September 30, 2022, and certain resolutions of the Pricing Committee thereof, adopted on [●], 2022, certified pursuant to the Secretary's Certificate.

(k) a copy of certain resolutions of the stockholder of the Company, adopted on March 3, 2022, April 12, 2022 and September 30, 2022, and certain resolutions of the Offering Committee thereof, adopted on May 3, 2022, September 13, 2022 and [●], 2022, certified pursuant to the Intel Secretary's Certificate;

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of Intel and the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Intel and Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions stated below, including the facts and conclusions set forth in the Secretary's Certificate and the Intel Secretary's Certificate and the factual representations and warranties contained in the Underwriting Agreement.

In our examination, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photocopied copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinions stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including the factual representations and warranties set forth in the Underwriting Agreement. In addition, we have assumed that the issuance of the Shares will not violate or conflict with any agreement or instrument binding on the Company (except that we do not make this assumption with respect to the Amended and Restated Certificate of Incorporation and the Amended and Restated By-laws).

We do not express any opinion with respect to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware (the "DGCL").

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that when (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), has become effective under the Securities Act; (ii) the Underwriting Agreement has been duly authorized, executed and delivered by the Company and the other parties thereto; (iii) the Amended and Restated Certificate of Incorporation has been filed with the Secretary of State of the State of Delaware and has become effective and the Board of Directors of the Company, including any appropriate committee appointed thereby, has taken all necessary corporate action to adopt the Company's Amended and Restated Bylaws and to approve the issuance and sale of the Shares and related matters, including the price per share of the Shares; (iv) the Shares are registered in the Company's share registry and delivered upon payment of the consideration therefor determined by the Board of Directors, the Shares, when issued and sold in accordance with the provisions of the Underwriting Agreement, will be duly authorized by all requisite corporate action on the part of the Company under the DGCL and validly issued, fully paid and nonassessable, provided that the consideration therefor is not less than $0.01 per Share.

We hereby consent to the reference to our firm under the heading "Validity of Common Stock" in the Prospectus forming part of the Registration Statement. We also hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations.

Very truly yours,

Exhibit 10.1

FORM OF INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into, effective as of [EFFECTIVE DATE], between MOBILEYE GLOBAL INC., a Delaware corporation (the "**Company**") and [INDEMNITEE] ("**Indemnitee**").

WHEREAS, it is essential to the Company to retain and attract as directors, officers and employees the most capable persons available;

WHEREAS, Indemnitee is a director, and/or officer, and/or employee of the Company or is serving with another enterprise at the Company's request;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims currently being asserted against directors, officers and employees of corporations; and

WHEREAS, in recognition of Indemnitee's need for substantial protection against personal liability in order to enhance Indemnitee's continued and effective service to the Company, and in order to induce Indemnitee to provide services to the Company as a director, officer or employee, the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent permitted by law and as set forth in this Agreement, and, to the extent insurance is maintained which includes Indemnitee as a covered party, for the coverage of Indemnitee under the Company's directors' and officers' liability insurance policies.

NOW, THEREFORE, in consideration of the above premises and of Indemnitee's continuing to serve the Company directly or, at its request, with another enterprise, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions.

(a) Board: the Board of Directors of the Company.

(b) Change in Control: shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the total voting power represented by the Company's then outstanding Voting Securities, or (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least eighty percent (80%) of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company (in one transaction or a series of transactions) of all or substantially all of the Company's assets.

(c) Corporate Status: describes the status of a person who is or was a director, officer or employee of the Company, or while a director, officer or employee, is or was serving at the request of the Company as a director, officer, employee, trustee, agent, limited partner, member or fiduciary of another foreign or domestic corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Company or of another enterprise at the request of such predecessor corporation that such person is or was serving at the request of the Company. By entering into this Agreement, Indemnitee is deemed to be serving at the request of the Company, and the Company is deemed to be requesting such service.

(d) Delaware Court: means the Court of Chancery of the State of Delaware.

(e) Disinterested Director: a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(f) Expenses: any expense, including without limitation, attorneys' fees, retainers, court costs, transcript costs, fees and expenses of experts, including accountants and other advisors, travel expenses, duplicating costs, postage, delivery service fees, filing fees, and all other disbursements or expenses incurred in connection with investigating, defending, being a witness in, or participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding, and any expenses of establishing a right to payment under Sections 2, 4 and 5 of this Agreement.

(g) [RESERVED]

(h) Independent Counsel: the person or body appointed in connection with Section 3.

(i) Potential Change in Control: shall be deemed to have occurred if (i) the Company enters into an agreement or arrangement, the consummation of which would result in the occurrence of a Change in Control; (ii) any person (including the Company) publicly announces an intention to take or to consider taking actions that, if consummated, would constitute a Change in Control; (iii) any person (other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company acting in such capacity or a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), who is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing ten percent (10%) or more of the combined voting power of the Company's then outstanding Voting Securities, increases his beneficial ownership of such securities by five percent (5%) or more over the percentage so owned by such person on the date hereof, or (iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(j) Proceeding: any threatened, pending, or completed action, suit, arbitration, alternative dispute mechanism, inquiry, administrative or legislative hearing, investigation or any other actual, threatened or completed proceeding, including any and all appeals, whether conducted by the Company or any other party, whether civil, criminal, administrative, investigative, or other, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her or of any inaction on his or her part while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement.

(k) Reviewing Party: the person or body appointed in accordance with Section 3.

(l) Voting Securities: any securities of the Company that vote generally in the election of directors.

2. Agreement to Indemnify.

(a) General Agreement. In the event Indemnitee was, is, or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Proceeding by reason of (or arising in part out of) Indemnitee's Corporate Status, the Company shall indemnify Indemnitee from and against any and all Expenses, liability or loss, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, and any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement, to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits the Company to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification in excess of that expressly permitted by statute.

(b) Initiation of Proceeding. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification or advancement pursuant to this Agreement in connection with any Proceeding initiated by Indemnitee against the Company or any director or officer of the Company unless (i) the Company has joined in or the Board has consented to the initiation of such Proceeding; (ii) the Proceeding is one to enforce rights under Section 5; or (iii) the Proceeding is instituted after a Change in Control.

(c) Expense Advances. Notwithstanding any other provision of this Agreement, the Company shall advance any and all Expenses to Indemnitee (an "**Expense Advance**") in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) calendar days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances, whether prior to or after final disposition of any Proceeding. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the provisions of this Agreement. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement if requested by Indemnitee. If Indemnitee has commenced legal proceedings in a court of competent jurisdiction in the State of Delaware to secure a determination that Indemnitee should be indemnified under applicable law, as provided in Section 4, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or have lapsed). Indemnitee's obligation to reimburse the Company for Expense Advances shall be unsecured and no interest shall be charged thereon.

(d) Mandatory Indemnification. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding relating in whole or in part to Indemnitee's Corporate Status or in defense of any issue or matter therein, Indemnitee shall be indemnified against all Expenses incurred in connection therewith. For purposes of this Agreement and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, or settlement of such claim prior to a final judgment by a court of competent jurisdiction with respect to such Proceeding, shall be deemed to be a successful result as to such claim, issue or matter.

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. .

3. Reviewing Party.

(a) Prior to any Change in Control, the person, persons or entity (the "**Reviewing Party**") who shall determine whether Indemnitee is entitled to indemnification in the first instance shall be (a) the Board of Directors of the Company acting by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum of the Board of Directors; (b) a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; or (c) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel (as described below in Section 3(b)) in a written determination to the Board of Directors, a copy of which shall be delivered to Indemnitee.

(b) After a Change in Control, the Reviewing Party shall be the Independent Counsel referred to below. With respect to all matters arising from a Change in Control (other than a Change in Control approved by a majority of the directors on the Board who were directors immediately prior to such Change in Control) concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement or any other agreement or under applicable law or the Company's articles of incorporation or by-laws now or hereafter in effect relating to indemnification, the Company shall seek legal advice only from Independent Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), and who has not otherwise performed services for the Company or the Indemnitee (other than in connection with indemnification matters) within the last five years. The Independent Counsel shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. Such counsel, among other things, shall determine whether Indemnitee is entitled to indemnification and render its written determination to the Company and Indemnitee. The Company agrees to pay the reasonable fees of the Independent Counsel and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the engagement of Independent Counsel pursuant hereto.

4. Indemnification Process and Appeal.

(a) Indemnification Payment. Indemnitee shall be entitled to indemnification of Expenses, and shall receive payment thereof, from the Company in accordance with this Agreement within thirty (30) calendar days after Indemnitee has made written demand on the Company for indemnification (which written demand shall include such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification), unless the Reviewing Party has provided a written determination to the Company that Indemnitee is not entitled to indemnification under applicable law. The Reviewing Party making the determination with respect to Indemnitee's entitlement to indemnification shall notify Indemnitee of such written determination no later than two (2) business days thereafter.

(b) Suit to Enforce Rights. If (i) no determination of entitlement to indemnification shall have been made within thirty (30) calendar days after Indemnitee has made a demand in accordance with Section 4(a), (ii) payment of indemnification pursuant to Section 4(a) is not made within thirty (30) calendar days after a determination has been made that Indemnitee is entitled to indemnification, (iii) the Reviewing Party determines pursuant to Section 3 that Indemnitee is not entitled to indemnification under this Agreement, or (iv) Indemnitee has not received advancement of Expenses within thirty (30) calendar days after making such a request in accordance with Section 2(c), then Indemnitee shall have the right to enforce its rights under this Agreement by commencing litigation in any court of competent jurisdiction in the State of Delaware seeking an initial determination by the court or challenging any determination by the Reviewing Party or any aspect thereof. The Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party not challenged by the Indemnitee on or before the first anniversary of the date of the Reviewing Party's determination shall be binding on the Company and Indemnitee. The remedy provided for in this Section 4 shall be in addition to any other remedies available to Indemnitee in law or equity.

(c) Defense to Indemnification, Burden of Proof, and Presumptions.

(i) To the maximum extent permitted by applicable law in making a determination with respect to entitlement to indemnification hereunder, the Reviewing Party shall presume that an Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 4(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by the Reviewing Party of any determination contrary to that presumption.

(ii) It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Expenses incurred in defending a Proceeding in advance of its final disposition where the required undertaking has been tendered to the Company) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed.

(iii) In connection with any action brought pursuant to Section 4(c)(ii) as to whether Indemnitee is entitled to be indemnified or to receive an Expense Advance hereunder, it shall be presumed that an Indemnitee is entitled to payment and the burden of proving Indemnitee is not entitled to payment under this Agreement shall be on the Company.

(iv) Neither the failure of the Reviewing Party or the Company (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action by Indemnitee that indemnification of the claimant is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party or Company (including its Board, independent legal counsel, or its stockholders) that the Indemnitee had not met such applicable standard of conduct, shall be admissible as evidence in any such action for any purpose.

(v) For purposes of this Agreement, the termination of any claim, action, suit, or proceeding, by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

5. Indemnification for Expenses Incurred in Enforcing Rights. To the maximum extent permitted by applicable law, the Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall advance such Expenses to Indemnitee on such terms and conditions as the Board of Directors deems appropriate, that are incurred by Indemnitee in connection with any claim asserted against or action brought by Indemnitee for (i) enforcement of this Agreement, (ii) indemnification of Expenses or Expense Advances by the Company under this Agreement or any other agreement or under applicable law or the Company's articles of incorporation or by-laws now or hereafter in effect relating to indemnification by reason of Indemnitee's Corporate Status, and/or (iii) recovery under directors' and officers' liability insurance policies maintained by the Company.

6. Notification and Defense of Proceeding.

(a) Notice. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission so to notify the Company will not relieve it from any liability that it may have to Indemnitee.

(b) Defense. With respect to any Proceeding as to which Indemnitee notifies the Company of the commencement thereof, the Company will be entitled to participate in the Proceeding at its own expense and except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. Indemnitee shall have the right to employ his own counsel in such Proceeding, but all Expenses related thereto incurred after notice from the Company of its assumption of the defense shall be at Indemnitee's expense unless: (i) the employment of counsel by Indemnitee has been authorized by the Company, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of the Proceeding, (iii) after a Change in Control, the employment of counsel by Indemnitee has been approved by the Independent Counsel, or (iv) the Company shall not within sixty (60) calendar days in fact have employed counsel to assume the defense of such Proceeding, in each of which case all Expenses of the Proceeding shall be borne by the Company; and (v) if the Company has selected counsel to represent Indemnitee and other current and former directors, officers and employees of the Company in the defense of a Proceeding, and a majority of such persons, including Indemnitee, reasonably object to such counsel selected by the Company pursuant to this Section 6(b), then such persons, including Indemnitee, shall be permitted to employ one (1) additional counsel of their choice and the reasonable fees and expenses of such counsel shall be at the expense of the Company; *provided, however*, that such counsel shall be chosen from amongst the list of counsel, if any, approved by any company with which the Company obtains or maintains insurance. In the event separate counsel is retained by an Indemnitee pursuant to this Section 6(b), the Company shall cooperate with Indemnitee with respect to the defense of the Proceeding, including making documents, witnesses and other reasonable information related to the defense available to the Indemnitee and such separate counsel pursuant to joint-defense agreements or confidentiality agreements, as appropriate. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the determination provided for in (ii) above.

(c) Settlement of Claims. The Company shall not be liable to indemnify Indemnitee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without the Company's written consent, provided, however, that if a Change in Control has occurred, the Company shall be liable for indemnification of Indemnitee for amounts paid in settlement if the Independent Counsel has approved the settlement. The Company shall not settle any Proceeding in which Indemnitee is or could have been a party without Indemnitee's written consent unless such settlement solely involves the payment of money (which shall be paid or compensated by the Company) and includes a complete and unconditional release of the Indemnitee from all liability on any claims that are the subject matter of such Proceeding. Neither the Company nor the Indemnitee will unreasonably withhold their consent to any proposed settlement. The Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial award if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; the Company's liability hereunder shall not be excused if participation in the Proceeding by the Company was barred by this Agreement.

7. Establishment of Trust. In the event of a Change in Control or a Potential Change in Control, the Company shall, upon written request by Indemnitee, create a Trust for the benefit of the Indemnitee and from time to time upon written request of Indemnitee shall fund the Trust in an amount sufficient to satisfy any and all Expenses reasonably anticipated at the time of each such request to be incurred in connection with investigating, preparing for, participating in, and/or defending any Proceeding. The amount or amounts to be deposited in the Trust pursuant to the foregoing funding obligation shall be determined by the Reviewing Party. The terms of the Trust shall provide that upon a Change in Control, (i) the Trust shall not be revoked or the principal thereof invaded, without the written consent of the Indemnitee, (ii) the Trustee shall advance, within ten business days of a request by the Indemnitee, any and all Expenses to the Indemnitee (and the Indemnitee hereby agrees to reimburse the Trust under the same circumstances for which the Indemnitee would be required to reimburse the Company under Section 2(c) of this Agreement), (iii) the Trust shall continue to be funded by the Company in accordance with the funding obligation set forth above, (iv) the Trustee shall promptly pay to the Indemnitee all amounts for which the Indemnitee shall be entitled to indemnification pursuant to this Agreement or otherwise, and (v) all unexpended funds in the Trust shall revert to the Company upon a final determination by the Reviewing Party or a court of competent jurisdiction, as the case may be, that the Indemnitee has been fully indemnified under the terms of this Agreement. The Trustee shall be chosen by the Indemnitee. Nothing in this Section 7 shall relieve the Company of any of its obligations under this Agreement. All income earned on the assets held in the Trust shall be reported as income by the Company for federal, state, local, and foreign tax purposes. The Company shall pay all costs of establishing and maintaining the Trust and shall indemnify the Trustee against any and all expenses (including attorneys' fees), claims, liabilities, loss, and damages arising out of or relating to this Agreement or the establishment and maintenance of the Trust.

8. Non-Exclusivity. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the laws of the State of Delaware, the Company's articles of incorporation, by-laws, applicable law, or otherwise. . To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Company's articles of incorporation, by-laws, applicable law, or this Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change.

9. Liability Insurance. To the extent the Company maintains an insurance policy or policies providing directors' or officers' liability insurance, Indemnitee, if a director or officer of the Company, shall be covered by such policy or policies, in accordance with its or their terms. To the extent that the Company maintains any policies of directors' and officers' liability insurance, the Company shall maintain similar and equivalent insurance for the benefit of Indemnitee.

10. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or on behalf of the Company or any affiliate of the Company against Indemnitee, Indemnitee's spouse, heirs, executors, or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action, or such longer period as may be required or permitted by federal or state law under the circumstances. Any claim or cause of action of the Company or its affiliate shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action the shorter period shall govern.

11. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof. This Agreement shall supersede and replace any prior indemnification agreements entered into by and between the Company and Indemnitee and any such prior agreements shall be terminated upon execution of this Agreement.

12. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

13. Contribution. To the fullest extent permissible under applicable law, if the indemnification and hold harmless rights provided for in this Agreement are unavailable to Indemnitee in whole or in part for any reason whatsoever, the Company, in lieu of indemnifying or holding harmless Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for judgments, liabilities, fines, penalties, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee. The Company hereby agrees to fully indemnify and hold harmless Indemnitee from any claims for contribution which may be brought by officers, directors or employees of the Company other than Indemnitee who may be jointly liable with Indemnitee. If, for any reason, Indemnitee shall elect or be required by applicable law or court order to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute such amount of Expenses, judgments, fines and amounts paid in settlement that is actually and reasonably incurred and paid or payable by Indemnitee and that is proportionate to the relative benefits from the transaction or events from which such action, suit or proceeding arose received by (a) the Company and all officers, directors or employees of the Company (excluding Indemnitee), who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and (b) Indemnitee, on the other hand.

14. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, by law, or otherwise) of the amounts otherwise indemnifiable hereunder.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a director, officer or employee of the Company or of any other enterprise at the Company's request.

16. Severability. If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

17. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court and not in any other state or federal court in the United States of America or any court in any other country; (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement; (c) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court; and (d) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum, or is subject (in whole or in part) to a jury trial.

18. Notices. All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or sent by overnight delivery, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed to the Company at the location below, or if sent by email to the recipient indicated below:

Har Hotzvim, 13 Hartom Street
P.O. Box 45157
Jerusalem 9777513, Israel
Attn: Corporate Secretary

and to Indemnitee at an address or email provided by Indemnitee to the Company.

Notice of change of address shall be effective only when done in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of delivery or on the third business day after mailing.

19. Signature. This Agreement and any amendments may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to email will be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day specified above.

COMPANY:

Mobileye Global Inc.,
a Delaware corporation

By: _____
Printed Name:
Its:

INDEMNITEE:

By: _____
Printed Name: [INDEMNITEE]

Exhibit 10.2

MASTER TRANSACTION AGREEMENT

between

INTEL CORPORATION

and

MOBILEYE GLOBAL INC.

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MASTER TRANSACTION AGREEMENT

This Master Transaction Agreement is dated as of [●], 2022, between Intel Corporation, a Delaware corporation ("**Intel**"), and Mobileye Global Inc., a Delaware corporation ("**Mobileye**," with each of Intel and Mobileye a "**Party**," and together, the "**Parties**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article VIII hereof.

RECITALS

WHEREAS, Intel is, through direct and indirect wholly owned subsidiaries, the beneficial owner of all the issued and outstanding common stock of Mobileye;

WHEREAS, Mobileye is engaged in the business of the development and deployment of advanced driver assistance systems and autonomous driving technologies and solutions, as more completely described in a Registration Statement on Form S-1 (File No. 333-[●]) filed with the Securities and Exchange Commission ("**Commission**") under the Securities Act (the "**IPO Registration Statement**");

WHEREAS, Intel and Mobileye currently contemplate that Mobileye will consummate an initial public offering ("**IPO**") pursuant to the IPO Registration Statement; and

WHEREAS, the Parties intend in this Agreement, including the Exhibits and Schedules hereto, to set forth certain arrangements between Intel and Mobileye regarding the relationship of the Parties from and after the time of the pricing of the IPO (the "**IPO Date**").

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, covenants and provisions set forth in this Agreement, Intel and Mobileye covenant and agree as follows:

Article I
DOCUMENTS AND ITEMS TO BE DELIVERED ON THE IPO DATE

Section 1.1 Documents to be delivered by Intel. On or prior to the IPO Date, Intel will deliver, or will cause its appropriate Subsidiaries to deliver, to Mobileye counterparts to the agreements listed on Schedule I and such other agreements, documents or instruments as the Parties may agree are necessary or desirable in order to achieve the purposes hereof (collectively, the "**Inter-Company Agreements**").

Section 1.2 Documents to be delivered by Mobileye. On or prior to the IPO Date, Mobileye will deliver, or will cause its appropriate Subsidiaries to deliver, to Intel counterparts to, or copies of, as applicable, all of the Inter-Company Agreements.

Article II
THE IPO AND ACTIONS PENDING THE IPO; DISTRIBUTION

Section 2.1 Transactions prior to the IPO. Subject to the occurrence of the events described in this Article II, Intel and Mobileye intend to consummate the IPO and to take, or cause to be taken, the actions specified in this Section 2.1.

(a) Registration Statement. Mobileye has filed the IPO Registration Statement, and intends to file such amendments or supplements thereto as may be necessary or desirable in order to cause the same to become and remain effective as required by law or by the managing underwriters for the IPO (the "**Underwriters**"), including, without limitation, filing such amendments or supplements to the IPO Registration Statement as may be required by the underwriting agreement to be entered into among Mobileye and the Underwriters (the "**Underwriting Agreement**"), the Commission or federal, state or foreign securities laws. Intel and Mobileye also intend to cooperate in preparing, filing with the Commission and causing to become effective a registration statement registering the Class A common stock of Mobileye under the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), and any registration statements, prospectuses or amendments or supplements thereto which are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the IPO or the other transactions contemplated by this Agreement.

(b) Underwriting Agreement. Mobileye shall enter into the Underwriting Agreement, which shall in form and substance be satisfactory to Intel and Mobileye, and Mobileye shall comply with its obligations thereunder.

(c) NASDAQ Listing. Mobileye shall prepare, file and use its commercially reasonable efforts to list its Class A common stock issued in the IPO on NASDAQ ("**NASDAQ**"), subject to official notice of issuance.

Section 2.2 Cooperation. Mobileye shall consult with, and cooperate in all respects with, Intel in connection with the pricing and marketing, including any roadshow or other presentations, of the Class A common stock of Mobileye to be offered in the IPO and shall, at Intel's direction, promptly take any and all actions requested by Intel or otherwise necessary or desirable to consummate the IPO, including, without limitation, as contemplated by the IPO Registration Statement, this Agreement, any Inter-Company Agreement or the Underwriting Agreement.

Section 2.3 Conditions precedent to Consummation of the IPO. The obligations of the Parties to consummate the IPO shall be conditioned on the satisfaction or waiver in writing of each of the following conditions (collectively, the "**IPO Conditions**"):

(a) Registration Statement. The IPO Registration Statement shall have been declared effective by the Commission, and there shall be no stop order in effect with respect thereto;

(b) Blue Sky. The actions and filings with regard to applicable securities and blue sky laws of any state (and any comparable laws under any foreign jurisdictions) shall have been taken and, where applicable, have become effective or been accepted;

(c) NASDAQ Listing. The Class A common stock of Mobileye to be issued in the IPO shall have been accepted for listing on the NASDAQ, subject only to official notice of issuance;

(d) Underwriting Agreement. Mobileye shall have entered into the Underwriting Agreement and all conditions to the obligations of Mobileye and the Underwriters shall have been satisfied or waived by the party that is entitled to the benefit thereof;

(e) Stock Ownership. Intel shall be satisfied, in its sole discretion, that it will have an Ownership Percentage of at least eighty and one-tenth percent (80.1%) immediately following the consummation of the IPO, and that Mobileye will have no class of Mobileye Capital Stock other than the Common Stock outstanding, immediately following the IPO;

(f) No Legal Restraints. No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the IPO or any of the other transactions contemplated by this Agreement or any Inter-Company Agreement shall be in effect;

(g) Deliveries. Each Party shall have made the deliveries required pursuant to Section 1.1 and Section 1.2, respectively; and

(h) Other Actions. Such other actions as the Parties hereto may, based upon the advice of counsel, reasonably request to be taken prior to the IPO in order to assure the successful completion of the IPO, shall have been taken.

Mobileye shall use its reasonable commercial efforts to satisfy, or cause to be satisfied, the IPO Conditions, it being understood and acknowledged by the Parties that, notwithstanding anything to the contrary in this Agreement, Intel shall have sole and absolute discretion to proceed with or abandon the IPO.

Section 2.4 Distribution.

(a) Distribution Generally. Although neither party has any plan or intent to effectuate a Distribution, at any time after the IPO Date, if Intel, in its sole and absolute discretion, advises Mobileye that Intel intends to pursue a Distribution, Mobileye agrees to take all actions reasonably requested by Intel to facilitate such Distribution.

(b) Intel's Sole Discretion. Intel shall, in its sole and absolute discretion, determine whether to proceed with all or part of a Distribution, the date of the consummation of such Distribution and all terms of such Distribution, including, without limitation, the form, structure and terms of any transaction(s) and/or offering(s) to effect such Distribution and the timing of and conditions to the consummation of such Distribution. In addition, Intel may at any time and from time to time until the Distribution Date, modify or change the terms of such Distribution, including, without limitation, by accelerating or delaying the timing of the consummation of all or part of such Distribution. Mobileye shall cooperate with Intel in all respects to accomplish such Distribution and shall, at Intel's direction, promptly take any and all actions that Intel deems reasonably necessary or desirable to effect such Distribution. Without limiting the generality of the foregoing, Mobileye shall, at Intel's direction, cooperate with Intel, and execute and deliver, or use its reasonable commercial efforts to cause to have executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any domestic or foreign governmental or regulatory authority requested by Intel in order to consummate and make effective such Distribution. If, in connection with any Distribution, Intel makes a Request (as defined herein) for a Demand Registration (as defined herein), the terms and the conditions set forth in Article IV hereof shall govern.

Article III
COVENANTS AND OTHER MATTERS

Section 3.1 Other Agreements. Intel and Mobileye agree to execute or cause to be executed by the appropriate parties and deliver, as appropriate, such other agreements, instruments and other documents as may be necessary or desirable in order to effect the purposes of this Agreement and the Inter-Company Agreements.

Section 3.2 Agreement for Exchange of Information.

(a) Generally. Each of Intel and Mobileye agrees to provide, or cause to be provided, to the other, at any time, as soon as reasonably practicable after written request therefor, all reports and other Information regularly provided by one Party to the other prior to the IPO Date and any Information in the possession or under the control of such Party that the requesting Party reasonably needs, in each case, (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party (including under applicable securities laws) by a Governmental Authority having jurisdiction over the requesting Party, (ii) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation or other similar requirements, (iii) to comply with its obligations under this Agreement or any Inter-Company Agreement or (iv) during the period from the IPO Date until the Distribution Date and thereafter; all to the extent such Information and cooperation is necessary to comply with such reporting, filing and disclosure obligations, for the preparation of financial statements or completing an audit, and as reasonably necessary to conduct the ongoing businesses of Intel or Mobileye, as the case may be; *provided, however*, that in the event that any Party determines that any such provision of Information could be commercially detrimental, violate any law or agreement, or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence. Each of Intel and Mobileye agree to make their respective personnel available to discuss the Information exchanged pursuant to this Section 3.2. Each Party will use its commercially reasonable efforts to ensure that Information provided to the other Party hereunder is accurate and complete.

(b) Internal Accounting Controls; Financial Information. Except as otherwise provided in the Administrative Services Agreement, after the IPO Date, (i) each Party shall maintain in effect at its own cost and expense adequate systems and controls for its business to the extent necessary to enable the other Party to satisfy its reporting, tax return, accounting, audit and other obligations, and (ii) each Party shall provide, or cause to be provided, to the other Party and its Subsidiaries in such form as such requesting Party shall request, at no charge to the requesting Party, all financial and other data and information as the requesting Party determines necessary or advisable in order to prepare its financial statements and reports or filings with any Governmental Authority. After the expiration of Intel's obligations to provide services pursuant to the Administrative Services Agreement, Mobileye shall be solely responsible for its obligations under this Section 3.2(b).

(c) Ownership of Information. Any Information owned by a Party that is provided to a requesting Party pursuant to this Section 3.2 shall be deemed to remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

(d) Record Retention. To facilitate the possible exchange of Information pursuant to this Section 3.2 and other provisions of this Agreement, each Party agrees to use its commercially reasonable efforts for a period of seven (7) years after the first date upon which members of the Intel Group cease to own at least twenty percent (20%) of the then-outstanding number of shares of Common Stock and for such longer period as may be required by any Governmental Authority, any litigation matter, any applicable law or any Inter-Company Agreement (the "**Retention Period**"), to retain all Information in its respective possession or control, subject to compliance with such Party's bona fide record retention policies and/or practices as in effect on the IPO Date. However, except as set forth in the Tax Sharing Agreement, at any time after the Distribution Date, each Party may amend its respective record retention policies at such Party's discretion; *provided, however*, that if a Party desires to effect such an amendment during the Retention Period, then the amending Party must give thirty (30) days prior written notice of such change in the policy to the other Party to this Agreement. Each Party shall use commercially reasonable efforts to retain and not to destroy, or permit any of its Subsidiaries to destroy, any Information that exists on the IPO Date (other than Information that is permitted to be destroyed under the current respective bona fide record retention policies of each Party) and that falls under the categories listed in Section 3.2(a), without first notifying the other Party of the proposed destruction and giving the other Party the opportunity to take possession or make copies of such Information prior to such destruction.

(e) Other Agreements Providing For Exchange of Information. The rights and obligations granted under this Section 3.2 are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in this Agreement and any Inter-Company Agreement.

(f) Production of Witnesses; Records; Cooperation. During the Retention Period, and except in the case of a legal or other proceeding by one Party against the other Party, each Party hereto shall use its commercially reasonable efforts to make available to each other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of such Party as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any legal, administrative or other proceeding in which the requesting Party may from time to time be involved, regardless of whether such legal, administrative or other proceeding is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all costs and expenses in connection therewith.

Section 3.3 Auditors and Audits; Financial Statements; Accounting Matters; Compliance with Laws, Policies and Regulations. Each Party agrees that:

(a) Change in Auditors. For so long as Intel is providing accounting and financial services pursuant to the Administrative Services Agreement and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, Mobileye shall provide Intel as much prior notice as reasonably practical of any change in the independent certified public accountants used by Mobileye to serve as its (and its Subsidiaries') independent certified public accountants ("**Mobileye's Auditors**") for purposes of providing an opinion on its consolidated financial statements.

(b) Date of Auditors' Opinion and Quarterly Reviews. For so long as Intel is providing accounting and financial services pursuant to the Administrative Services Agreement and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, (i) Mobileye shall use its commercially reasonable efforts to enable Mobileye's Auditors to complete a sufficient portion of their annual audit and quarterly review procedures such that they will provide clearance on Mobileye's annual and quarterly financial statements to the materiality levels reasonably required to enable Intel's Auditors to provide clearance on Intel's annual and quarterly financial statements, and (ii) at the point Mobileye results are greater than 10% of Intel's consolidated results, or at the point Mobileye results are expected to be greater than 10% of Intel's consolidated results within the next twelve (12) month period, Mobileye shall use its commercially reasonable efforts to enable Mobileye's Auditors to complete their audit such that they will date their opinion on Mobileye's audited annual financial statements on the same date that the independent certified public accountants used by Intel to serve as its (and its Subsidiaries') independent certified public accountants ("**Intel's Auditors**") date their opinion on Intel's audited annual financial statements, and to enable Intel to meet its timetable for the printing, filing and public dissemination of Intel's annual financial statements; *provided* that Intel will provide Mobileye with reasonable advance notice of at least two (2) calendar quarters prior to any relevant auditing or filing-related deadlines.

(c) Annual and Quarterly Financial Statements. For so long as Intel is providing accounting and financial services pursuant to the Administrative Services Agreement and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, Mobileye shall not change its fiscal year and Mobileye shall provide to Intel on a timely basis all Information that Intel reasonably requires to meet its schedule for the preparation, printing, filing, and public dissemination of Intel's annual and quarterly financial statements. Without limiting the generality of the foregoing, Mobileye will provide all required financial Information with respect to Mobileye to Mobileye's Auditors in a sufficient and reasonable time and in sufficient detail to permit Mobileye's Auditors to take all steps and perform all reviews necessary to provide sufficient assistance to Intel's Auditors or will work directly with Intel's Auditors to provide required information with respect to financial Information to be included or contained in Intel's annual and quarterly financial statements; *provided* that Intel will provide Mobileye with reasonable advance notice of any relevant auditing or filing-related deadlines. Similarly, Intel shall provide to Mobileye on a timely basis all financial Information that Mobileye reasonably requires to meet its schedule for the preparation, printing, filing, and public dissemination of Mobileye's annual and quarterly financial statements. Without limiting the generality of the foregoing, Intel will provide all required financial Information with respect to Intel and its Subsidiaries to Mobileye's Auditors in a sufficient and reasonable time and in sufficient detail to permit Mobileye's Auditors to take all steps and perform all reviews necessary to provide sufficient assistance to Mobileye's Auditors with respect to Information to be included or contained in Mobileye's annual and quarterly financial statements.

(d) Certifications and Attestations.

(i) For so long as Intel is providing accounting and financial services pursuant to the Administrative Services Agreement and thereafter to the extent necessary for the timely filing by Intel of annual and quarterly reports under the Exchange Act or in connection with any investigations of prior periods, Mobileye shall cause its principal executive officer and principal financial officer to provide to Intel on a timely basis and as reasonably requested by Intel (A) any certificates requested as support for the certifications and attestations required by Sections 302, 906 and 404 of the Sarbanes-Oxley Act of 2002 to be filed with such annual and quarterly reports, (B) any certificates or other written Information which such principal executive officer or principal financial officer received as support for the certificates provided to Intel and (C) a reasonable opportunity to discuss with such principal financial officer and other appropriate officers and employees of Mobileye any issues reasonably related to the foregoing.

(ii) For so long as Intel is providing accounting and financial services pursuant to the Administrative Services Agreement and thereafter to the extent necessary for the timely filing by Mobileye of annual and quarterly reports under the Exchange Act or in connection with any investigations of prior periods, Intel shall cause its appropriate officers and employees to provide to Mobileye on a timely basis and as reasonably requested by Mobileye (A) any certificates requested as support for the certifications and attestations required by Sections 302, 906 and 404 of the Sarbanes-Oxley Act of 2002 to be filed with such annual and quarterly reports, (B) any certificates or other Information which such appropriate officers and employees received as support for the certificates provided to Mobileye and (C) a reasonable opportunity to discuss with such appropriate officers and employees any issues reasonably related to the foregoing.

(e) Earnings Information. For so long as Intel is required to consolidate the results of operations and financial position of Mobileye, Intel and Mobileye will consult with each other as to the timing of their annual and quarterly earnings releases and any interim financial guidance for a current or future period and will give each other party the opportunity to review the information therein relating to Mobileye and to comment thereon. Intel and Mobileye will make reasonable efforts to issue their respective annual and quarterly earnings releases at approximately the same time on the same date. Intel and Mobileye shall coordinate the timing of their respective earnings release conference calls such that Mobileye shall be permitted to hold such calls prior to those of Intel. No later than 72 hours prior to the time and date that a party intends to publish its regular annual or quarterly earnings release or any financial guidance for a current or future period, (i) in the case of Mobileye, Mobileye will deliver to Intel copies of substantially final drafts of all related filings, press releases and such other earnings-related materials as may be agreed to in writing between the parties, in each case, to be made available by any representative of Mobileye to employees of Mobileye or any of its Subsidiaries (other than, for the avoidance of doubt, employees participating in the preparation or review thereof) or to the public concerning any matters that could be reasonably likely to have a material financial impact on the earnings, results of operations, financial condition or prospects of Intel or Mobileye and (ii) in the case of Intel, Intel will deliver to Mobileye copies of relevant portions (as reasonably determined by Intel) of substantially final drafts of all related filings, press releases and other statements to be made available by any representative of Intel to employees of Intel or any of its Subsidiaries (other than, for the avoidance of doubt, employees participating in the preparation or review thereof) or to the public to the extent they include any matters that could be reasonably likely to have a material financial impact on the earnings, results of operations, financial condition or prospects of Mobileye. In addition, prior to the issuance of any such press release or public statement that meets the criteria set forth in the preceding two sentences, the issuing party will consult with the other party regarding any changes (other than typographical or other similar minor changes) to such substantially final drafts or portions of such drafts. Immediately following the issuance thereof, the issuing party will deliver to the other party copies of final versions of all press releases and other public statements (in the case of Intel, solely to the extent reasonably likely to have a material financial impact on the earnings, results of operations, financial condition or prospects of Mobileye.

(f) Compliance With Laws, Policies and Regulations. Until the later of (i) Intel ceasing to be a "controlling person" as such term is used in the Securities Act and (ii) such date on which Intel ceases to provide legal, financial or accounting services under the Administrative Services Agreement and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, all governmental audits are complete and the applicable statute of limitations for tax matters has expired, (x) Mobileye shall comply with all financial accounting and reporting rules, policies and directives of Intel, to the extent such rules, policies and directives have been previously communicated to Mobileye, and fulfill all timing and reporting requirements, applicable to Intel's Subsidiaries that are consolidated with Intel for financial statement purposes or compliance with applicable laws and comply with all policies and directives identified by Intel as critical to legal and regulatory compliance; *provided, however*, that nothing contained herein shall preclude modifications to legal and regulatory compliance policies or directives as shall, in the opinion of counsel to Mobileye or Intel, be necessary or desirable to comply with then applicable law; and (y) Mobileye shall not adopt policies or directives relating to legal or regulatory compliance that conflict with the policies and directives identified by Intel as critical to legal and regulatory compliance. Without limiting the foregoing, Mobileye shall comply with all financial accounting and reporting rules and policies, and fulfill all timing and reporting requirements, under applicable federal securities laws and NASDAQ rules. Mobileye shall not be deemed to be in breach of its obligations set forth in this provision to the extent that Mobileye is unable to comply with such obligations as a result of the actions or inactions of Intel.

(g) Identity of Personnel Performing the Annual Audit and Quarterly Reviews. For so long as Intel is providing accounting and financial services pursuant to the Administrative Services Agreement and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, (i) Mobileye shall authorize Mobileye's Auditors to make available to Intel's Auditors both the personnel who performed or will perform the annual audits and quarterly reviews of Mobileye and work papers related to the annual audits and quarterly reviews of Mobileye, in all cases within a reasonable time prior to Mobileye's Auditors' opinion date, so that Intel's Auditors are able to perform the procedures they consider necessary to take responsibility for the work of Mobileye's Auditors as it relates to Intel's Auditors' report on Intel's financial statements, all within sufficient time to enable Intel to meet its timetable for the printing, filing and public dissemination of Intel's annual and quarterly statements, and (ii) Intel shall authorize Intel's Auditors to make available to Mobileye's Auditors both the personnel who performed or will perform the annual audits and quarterly reviews of Intel and work papers related to the annual audits and quarterly reviews of Intel, in all cases within a reasonable time prior to Intel's Auditors' opinion date, so that Mobileye's Auditors are able to perform the procedures they consider necessary to take responsibility for the work of Intel's Auditors as it relates to Mobileye's Auditors' report on Mobileye's statements, all within sufficient time to enable Mobileye to meet its timetable for the printing, filing and public dissemination of Mobileye's annual and quarterly financial statements.

(h) Access to Books and Records. Until the later of (i) Intel ceasing to be a "controlling person" as such term is used in the Securities Act and (ii) such date on which Intel ceases to provide legal, financial or accounting services under the Administrative Services Agreement and thereafter to the extent necessary for the purpose of preparing financial statements or completing a financial statement audit, all governmental audits are complete and the applicable statute of limitations for tax matters has expired, Mobileye shall provide Intel's internal auditors, counsel and other designated representatives of Intel access during normal business hours to (i) the premises of Mobileye and all Information (and duplicating rights) within the knowledge, possession or control of Mobileye and (ii) the officers and employees of Mobileye, so that Intel may conduct reasonable audits relating to Mobileye's compliance function or the financial statements provided by Mobileye pursuant hereto as well as to the internal accounting controls and operations of Mobileye. Similarly, Intel shall provide Mobileye's internal auditors, counsel and other designated representatives of Mobileye access during normal business hours to (x) the premises of Intel and its Subsidiaries and all Information (and duplicating rights with respect thereto) within the knowledge, possession or control of Intel and its Subsidiaries and (y) the officers and employees of Intel and its Subsidiaries, so that Mobileye may conduct reasonable audits relating to the financial statements provided by Intel pursuant hereto as well as to the internal accounting controls and operations of Intel and its Subsidiaries.

(i) Notice of Change in Accounting Principles. Until the first Intel fiscal year end occurring after the Distribution Date and thereafter if a change in accounting principles by a Party hereto would affect the historical financial statements of the other Party, (i) neither Party shall make or adopt any significant changes in its accounting estimates or accounting principles from those in effect on the IPO Date without first consulting with the other Party, and if requested by the other Party, such Party's independent public accountants with respect thereto, (ii) Intel shall give Mobileye as much prior notice as reasonably practical of any proposed determination of, or any significant changes in, its accounting estimates or accounting principles from those in effect on the IPO Date, (iii) Intel will consult with Mobileye and, if requested by Mobileye, Intel will consult with Mobileye's independent public accountants with respect thereto, (iv) Mobileye shall give Intel as much prior notice as reasonably practical of any proposed determination of, or any significant changes in, its accounting estimates or accounting principles from those in effect on the IPO Date, and (v) Mobileye will consult with Intel and, if requested by Intel, Mobileye will consult with Intel's independent public accountants with respect thereto.

(j) Conflict With Third-Party Agreements. Nothing in Section 3.2 or Section 3.3 shall require Mobileye to violate any agreement outstanding on the date hereof with any third party regarding the confidentiality of confidential and proprietary information relating to that third party or its business; *provided, however*, that in the event that Mobileye is required under Section 3.2 or Section 3.3 to disclose any such Information, Mobileye shall use its commercially reasonable efforts to seek to obtain such third party's consent to the disclosure of such information.

Section 3.4 Confidentiality. Each of Intel and Mobileye agrees to be bound by and comply with the terms and provisions of that certain Corporate Non-Disclosure Agreement, dated as of [●], 2022, by and between Intel and Mobileye.

Section 3.5 Privileged Matters.

(a) Intel and Mobileye agree that their respective rights and obligations to maintain, preserve, assert or waive any or all privileges belonging to either corporation or their Subsidiaries with respect to the Mobileye Business or the business of Intel, including, but not limited to, the attorney-client and work product privileges (collectively, "**Privileges**"), shall be governed by the provisions of this Section 3.5. With respect to Privileged Information of Intel (as defined below), Intel shall have sole authority in perpetuity to determine whether to assert or waive any or all Privileges, and Mobileye shall take no action (nor permit any of its Subsidiaries to take action) without the prior written consent of Intel that could result in any waiver of any Privilege that could be asserted by Intel or any of its Subsidiaries under applicable law and this Agreement. With respect to Privileged Information of Mobileye (as defined below), Mobileye shall have sole authority in perpetuity to determine whether to assert or waive any or all Privileges, and Intel shall take no action (nor permit any of its Subsidiaries to take action) without the prior written consent of Mobileye that could result in any waiver of any Privilege that could be asserted by Mobileye or any of its Subsidiaries under applicable law and this Agreement. The rights and obligations created by this Section 3.5 shall apply to all Information as to which Intel or Mobileye or their respective Subsidiaries would be entitled to assert or has asserted a Privilege without regard to the effect, if any, of the Distribution ("**Privileged Information**"). Privileged Information of Intel includes but is not limited to: (i) all communications subject to a Privilege between counsel for Intel (which is limited to outside counsel retained by Intel and in-house counsel employed by Intel at the time) and any person who, at the time of the communication, was an employee of Intel, regardless of whether such employee was, is or becomes an employee of Mobileye or any of its Subsidiaries; and (ii) all information subject to a Privilege that counsel for Intel (which is limited to outside counsel retained by Intel and in-house counsel employed by Intel at the time) provided to Mobileye or any of its Subsidiaries regarding the Mobileye Business. Privileged Information of Mobileye includes but is not limited to all communications subject to a Privilege between counsel for the Mobileye Business (including in-house counsel who were Mobileye employees at the time, outside counsel retained by Mobileye, and current in-house counsel who were employees of Intel at the time the advice was given) and any person who, at the time of the communication, was an employee of Mobileye, regardless of whether such employee was, is or becomes an employee of Intel or any of its Subsidiaries (other than Mobileye and its Subsidiaries). In the event information could be construed as both Privileged Information of Intel and Privileged Information of Mobileye, Intel retains the Privileged Information, the information shall be considered solely Privileged Information of Intel, and Mobileye will not have authority to access to such information or waive such privilege.

(b) Upon receipt by Intel or Mobileye, as the case may be, of any subpoena, discovery or other request from any third party that actually or arguably calls for the production or disclosure of Privileged Information of the other or if Intel or Mobileye, as the case may be, obtains knowledge that any current or former employee of Intel or Mobileye, as the case may be, has received any subpoena, discovery or other request from any third party that actually or arguably calls for the production or disclosure of Privileged Information of the other, Intel or Mobileye, as the case may be, shall promptly notify the other of the existence of the request and shall provide the other a reasonable opportunity to review the Information and to assert any rights it may have under this Section 3.5 or otherwise to prevent the production or disclosure of Privileged Information. Intel or Mobileye, as the case may be, will not produce or disclose to any third party any of the other's Privileged Information under this Section 3.5 unless (a) the other has provided its express written consent to such production or disclosure or (b) a court of competent jurisdiction has entered a final order not subject to interlocutory appeal or review finding that the Information is not entitled to protection from disclosure under any applicable privilege, doctrine or rule. In all instances, Intel bears the obligation to seek protection from such disclosure or production of Intel Privileged Information. Similarly, in all instances, Mobileye bears the obligation to seek protection from such disclosure or production of Mobileye Privileged Information.

(c) Intel's transfer of books and records pertaining to the Mobileye Business and other Information to Mobileye, if any, Intel's agreement to permit Mobileye to obtain or retain Information existing prior to the IPO Date, Mobileye's transfer of books and records and other Information pertaining to Intel, if any, and Mobileye's agreement to permit Intel to obtain or retain Information existing prior to the IPO Date are made in reliance on Intel's and Mobileye's respective agreements, as set forth in Section 3.4 and this Section 3.5, to maintain the confidentiality of such Information and to take the steps provided herein for the preservation of all Privileges that may belong to or be asserted by Intel or Mobileye, as the case may be. The fact that Intel Privileged Information may be in the possession of Mobileye after the IPO date or that Intel Privileged Information may be transferred from Intel to Mobileye as part of Intel's transfer of books and records pertaining to the Mobileye Business and other Information to Mobileye shall not be asserted by Intel or Mobileye to constitute, or otherwise be deemed, a waiver of any Privilege that has been or may be asserted under this Section 3.5 or otherwise. Intel Privileged Information remains Intel's property whether or not it remains in the physical possession of Mobileye post-IPO for any reason. Conversely, Mobileye Privileged Information remains Mobileye's property whether or not it remains in the physical possession of Intel post-IPO for any reason. Further, both Intel and Mobileye agree to promptly return or destroy any Privileged Information belonging to the other hereunder, including any copies or information derived thereof, upon receipt of a request by the other Party. The access to Information, witnesses and individuals being granted pursuant to Section 3.2 and Section 3.3 and the disclosure to Mobileye and Intel of Privileged Information relating to the Mobileye Business or the business of Intel pursuant to this Agreement shall not be asserted by Intel or Mobileye to constitute, or otherwise be deemed, a waiver of any Privilege that has been or may be asserted under this Section 3.5 or otherwise. Nothing in this Agreement shall operate to reduce, minimize or condition the rights granted to Intel and Mobileye in, or the obligations imposed upon Intel and Mobileye by, this Section 3.5.

Section 3.6 Future Litigation and Other Proceedings. In the event that Mobileye (or any of its Subsidiaries or any of its or their respective officers or directors) or Intel (or any of its Subsidiaries or any of its or their respective officers or directors) at any time after the date hereof initiates or becomes subject to any litigation or other proceedings before any governmental authority or arbitration panel that involves issues relevant to the Parties' past relationship while Mobileye was owned by Intel, the IPO, or post-IPO engagement between the Parties with respect to which the Parties have no prior agreements (as to indemnification or otherwise), the Party (and its Subsidiaries and its and their respective officers and directors) that has not initiated and is not subject to such litigation or other proceedings shall comply, at the other Party's expense, with any reasonable requests by the other Party for assistance in connection with such litigation or other proceedings (including by way of provision of information and making available of associates or employees within their control as witnesses). In the event that Mobileye (or any of its Subsidiaries or any of its or their respective officers or directors) and Intel (or any of its Subsidiaries or any of its or their respective officers or directors) at any time after the date hereof initiate or become subject to any litigation or other proceedings before any governmental authority or arbitration panel that involves issues relevant to the Parties' past relationship while Mobileye was owned by Intel, the IPO, or post-IPO engagement between the Parties with respect to which the Parties have no prior agreements (as to indemnification or otherwise), each Party (and its officers and directors) shall, at their own expense, cooperate on their strategies and actions with respect to such litigation or other proceedings to the extent such cooperation would not be detrimental to their respective interests and shall comply, at the expense of the requesting Party, with any reasonable requests of the other Party for assistance in connection therewith (including by way of provision of information and making available of employees or associates within their control as witnesses).

Section 3.7 Mail and other Communications. After the IPO Date, each of Intel and Mobileye may receive mail, facsimiles, packages and other communications properly belonging to the other. Accordingly, at all times after the IPO Date, each of Intel and Mobileye authorizes the other to receive and open all mail, packages and other communications received by it and not unambiguously intended for the other Party or any of the other Party's officers or directors, and to retain the same to the extent that they relate to the business of the receiving Party or, to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, telegrams, packages or other communications, including, without limitation, notices of any liens or encumbrances on any asset transferred to Mobileye in connection with its separation from Intel, (or, in case the same relate to both businesses, copies thereof) to the other Party as provided for in Section 7.6 hereof. The provisions of this Section 3.7 are not intended to, and shall not, be deemed to constitute (a) an authorization by either Intel or Mobileye to permit the other to accept service of process on its behalf and neither Party is or shall be deemed to be the agent of the other for service of process purposes or (b) a waiver of any Privilege with respect to Privileged Information contained in such mail, telegrams, packages or other communications.

Section 3.8 Employment Matters.

(a) For a period of two (2) years following the IPO Date, neither the Intel Group nor the Mobileye Group will, directly or indirectly, solicit active employees of the other without its consent; *provided* that each Party agrees to give such consent if it believes, in good faith, that consent is necessary to avoid the resignation of an employee from one Party that the other Party would wish to employ. Intel shall be deemed to have given its consent to the solicitation and hiring of the Intel Transferees (as defined in the Employee Matters Agreement) by the Mobileye Group.

(b) All outstanding options to purchase shares of Intel and all other Intel equity awards held by Mobileye Group employees at the IPO Date (the "**Remaining Intel Awards**") will continue to be outstanding until the earlier of (i) the date the award is exchanged pursuant to any issuer exchange offer undertaken by Intel and Mobileye, (ii) the date the award is exercised or expires under the terms of the applicable award agreement or (iii) the date the Remaining Intel Award is cancelled as a result of a Mobileye Group employee experiencing an employment termination within the meaning of the applicable award agreement governing such award or otherwise or, if later, the end of any post-termination exercise period specified in the award agreement or by the plans' administrative committees.

Section 3.9 Payment of Expenses. Except as otherwise provided in this Agreement, the Inter-Company Agreements or any other agreement between the Parties relating to the IPO or the Distribution, (i) all costs and expenses of the Parties which are capitalizable in accordance with U.S. generally accepted accounting principles ("**GAAP**") and applicable U.S. Securities and Exchange Commission ("**SEC**") rules in connection with the IPO (including costs associated with drafting this Agreement, the Inter-Company Agreements and the documents relating to the formation of Mobileye) shall be for the account of Mobileye and paid net of IPO proceeds; (ii) all costs and expenses of the Parties in connection with the Distribution shall be for the account of and paid by Mobileye; and (iii) all costs and expenses of the Parties incurred prior to or upon the consummation of the IPO and which are not capitalizable in accordance with GAAP and applicable SEC rules, and all costs and expenses of the Parties in connection with any matter not relating to the IPO or the Distribution, shall be paid by and for the account of the Party which is the primary beneficiary of the relevant services (as reasonably agreed between the Parties) and shared costs and expenses will be apportioned between the Parties in such proportions as may be reasonably agreed between the Parties. With respect to costs and expenses for services incurred prior to or upon the consummation of the IPO, if the Parties determine that the Party who is not the primary beneficiary of a service nevertheless initially paid for such service, the paying Party shall be reimbursed from the IPO proceeds. With respect to costs and expenses incurred following the consummation of the IPO, each of the Parties will obtain the other Party's approval in writing (email being acceptable) prior to incurring expenses which would be expected to be for the account of such other Party. Notwithstanding the foregoing, Mobileye and Intel shall each be responsible for their own internal fees, costs and expenses (e.g., salaries of personnel) incurred in connection with the IPO and the Distribution.

Section 3.10 Dispute Resolution.

(a) Pre-Arbitration Resolution. Except as provided in Section 3.10(c)(ii), any dispute arising out of or relating to this Agreement will be resolved as follows: a Party will send notice of the dispute, including a detailed description of the dispute and relevant supporting documents. Senior management for each Party will then try to resolve the dispute. If the Parties do not resolve the dispute within 30 calendar days after the dispute notice, either Party may send notice of a demand for mediation. The Parties will then try to resolve the dispute with a mediator.

(b) Arbitration. If the Parties do not resolve the dispute within 60 calendar days after the mediation demand, either Party may send notice of the specific issues to be arbitrated and initiate arbitration by filing a Demand for Arbitration with the American Arbitration Association ("**AAA**"). Except as provided in Section 3.10(c)(ii), a Party may not seek relief in court. The Commercial Arbitration Rules of the AAA in effect on the date a Party files a Demand for Arbitration (the "**AAA Rules**") will apply, except as follows:

(i) Seat and Law. Wilmington, Delaware, will be the seat of arbitration and the location of the proceedings, which will be conducted in English. Wilmington, Delaware and United States law will be the law of the arbitration agreement (i.e., Section 3.10 (Dispute Resolution)).

(ii) Limitations on Relief. Notwithstanding R-47 (Scope of Award), the arbitrator may not award (A) any remedy that prohibits a party or its customers from manufacturing, using, selling, or importing that party's products, (B) any non-monetary relief for misappropriation of trade secrets or breach of confidentiality obligations, or (C) any remedy that requires a party to license any intellectual property rights. Neither the arbitrator nor an emergency arbitrator (as described in R-38 of the AAA Rules) may order conservatory, interim, or emergency measures. R-37 (Interim Measures) and R-38 (Emergency Measures of Protection) will not apply.

(iii) Service. R-43 (Service of Notice and Communications) will not apply with regard to service of a Demand for Arbitration, which must be served in the same manner as is required to serve a summons and complaint under the Federal Rules of Civil Procedure.

(c) Claims Not Subject to Arbitration. The following disputes will not be subject to arbitration under Section 3.10(b):

(i) The state and federal courts sitting in Wilmington, Delaware, will have exclusive jurisdiction over claims seeking to: (A) prohibit a party or its customers from manufacturing, using, selling, or importing that party's products; and (B) require a party to license any intellectual property rights. The parties consent to personal jurisdiction and venue in those courts.

(ii) Claims for misappropriation of trade secrets and breach of confidentiality obligations seeking injunctive or other non-monetary relief will not be subject to arbitration (as set forth in Section 3.10(a)) or escalation (as set forth in Section 3.10(b)) and may be brought in any court that has jurisdiction over the Parties.

Section 3.11 Most Favored Status. Prior to the first date on which members of the Intel Group cease to beneficially own twenty percent (20%) or more of the aggregate number of shares of the then outstanding Common Stock, Mobileye agrees to sell to Intel or any member of the Intel Group upon request its commercially available products, including EyeQ chips, for internal use by Intel or members of the Intel Group, but not for resale thereof as standalone products or bundled with any products of the Intel Group or any third party. In the case of the purchase or sale of products for internal use, each Party further agrees to hold the other in most favored status. For purposes of this Agreement, "most favored status" means, solely and exclusively, that all of the product prices, terms, warranties and benefits provided by Intel to Mobileye, on the one hand, and Mobileye to Intel, on the other hand, shall be comparable to or better than the equivalent terms being offered by the Party providing the products to any single, present customer of such Party. If a Party shall enter into arrangements with any other customer of such Party providing such customer more favorable terms, this Agreement shall thereupon be deemed amended to provide the same terms to the other Party retroactive to the date of such third-party agreement. Notwithstanding the foregoing, neither Party shall be obligated to return any monies paid prior to such amendment, or to forego the receipt of any payments then accrued under the then-current arrangement.

Section 3.12 Governmental Approvals. To the extent that any of the transactions contemplated by this Agreement requires any Governmental Approvals, the Parties will use their commercially reasonable efforts to obtain any such Governmental Approvals.

Section 3.13 No Representation or Warranty.

(a) Intel does not, in this Agreement or any other agreement, instrument or document contemplated by this Agreement, make any representation as to, warranty of or covenant with respect to:

(i) the value of any asset or thing of value transferred, or to be transferred, to Mobileye;

(ii) the freedom from encumbrance of any asset or thing of value transferred, or to be transferred, to Mobileye; *provided, however*, that Intel agrees to notify Mobileye promptly in the event Intel receives any notice or claim of any encumbrance on or against any asset or thing of value transferred, or to be transferred, to Mobileye;

(iii) the absence of defenses or freedom from counterclaims with respect to any claim transferred, or to be transferred, to Mobileye; *provided, however*, that neither Intel nor its Subsidiaries have any counterclaims with respect to any claim transferred, or to be transferred, to Mobileye; or

(iv) the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any asset or thing of value upon its execution, delivery and filing.

Except as may expressly be set forth herein or in any Inter-Company Agreement, all assets transferred, or to be transferred, to Mobileye have been, or shall be, as the case may be, transferred "AS IS, WHERE IS" and Mobileye shall bear the economic and legal risk that any conveyance shall prove to be insufficient to vest in Mobileye good and marketable title, free and clear of any lien, claim, equity or other encumbrance.

(b) Mobileye does not, in this Agreement or any other agreement, instrument or document contemplated by this Agreement, make any representation as to, warranty of or covenant with respect to:

(i) the value of any asset or thing of value transferred, or to be transferred, to Intel;

(ii) the freedom from encumbrance of any asset or thing of value transferred, or to be transferred, to Intel; *provided, however*, that Mobileye agrees to notify Intel promptly in the event Mobileye receives any notice or claim of any encumbrance on or against any asset or thing of value transferred, or to be transferred, to Intel;

(iii) the absence of defenses or freedom from counterclaims with respect to any claim transferred, or to be transferred, to Intel; *provided, however*, that neither Mobileye nor its Subsidiaries have any counterclaims with respect to any claim transferred, or to be transferred, to Intel; or

(iv) the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any asset or thing of value upon its execution, delivery and filing.

Except as may expressly be set forth herein or in any Inter-Company Agreement, all assets transferred, or to be transferred, to Intel have been, or shall be, as the case may be, transferred "AS IS, WHERE IS" and Intel shall bear the economic and legal risk that any conveyance shall prove to be insufficient to vest in Intel good and marketable title, free and clear of any lien, claim, equity or other encumbrance.

(c) Representations and Warranties. Intel hereby represents and warrants to Mobileye as of [the date hereof]/[the date of the Contribution and Subscription Agreement, by and between Intel Overseas Funding Corporation, a Delaware corporation and wholly owned Subsidiary of Intel, and Mobileye], as follows:

(i) Cyclops Holdings Corporation, a Delaware corporation ("**Cyclops**"), (A) is a corporation duly organized, validly existing and in good standing pursuant to the Delaware General Corporation Law; and (B) has the requisite corporate power and authority to conduct its business as it is presently being conducted. Cyclops has been formed solely for the purpose of being a holding company and Cyclops has no employees and has not engaged in any other business activities. Cyclops has not incurred any material liabilities or obligations, except as set forth on Schedule II.

(ii) Intel has made available to Mobileye true, correct and complete copies of the articles of incorporation, bylaws and other similar organizational documents of Cyclops, as amended to date. Cyclops is not in violation of its articles of incorporation, bylaws or other similar organizational document. The articles of incorporation, bylaws or other similar organizational document of Cyclops are in full force and effect on the date of this Agreement.

Section 3.14 Guarantees. Each Party agrees that it will not renew or extend any lease, contract or agreement guaranteed by the other Party without the consent of the guaranteeing Party.

Section 3.15 Minimum Cash Requirement. Intel shall ensure that immediately after completion of the IPO and on a pro forma basis after all expenses of such transaction have been paid in accordance with Section 3.9 (and after giving effect to any repayment of any indebtedness by Mobileye and its Subsidiaries to Intel and its other Affiliates and any other transactions contemplated to occur substantially concurrently with the IPO), Mobileye shall have $[●] in cash, cash equivalents or marketable securities.

Section 3.16 Notifiable Transactions. Without prejudice to Section 2.4, Intel agrees to use commercially reasonable efforts to provide three (3) months' advance notice to the board of directors of Mobileye in the event that Intel intends to pursue a transaction (a "**Notifiable Transaction**") which is reasonably expected to cause Intel Group's Ownership Percentage to fall below fifty percent (50%), it being understood that Intel may provide such notice at a preliminary stage when it is considering pursuing such a transaction, but no such transaction is imminent or probable at such time. Notwithstanding the foregoing, Intel shall, in its sole and absolute discretion, determine whether to proceed with all or part of a Notifiable Transaction, the date of the consummation of such Notifiable Transaction and all terms of such Notifiable Transaction, including, without limitation, the form, structure and terms of any transaction(s) and/or offering(s) to effect such Notifiable Transaction and the timing of and conditions to the consummation of such Notifiable Transaction. In addition, Intel may at any time and from time to time until the Notifiable Transaction Date, modify or change the terms of such Notifiable Transaction, including, without limitation, by accelerating or delaying the timing of the consummation of all or part of such Notifiable Transaction. No such notice shall be required, and no such transaction shall be deemed to be a Notifiable Transaction, with respect to the consideration by Intel of a potential sale of a business transaction involving Mobileye (whether by merger, share sale, asset sale or similar transaction).

Section 3.17 Transition to a Classified Board. Following the Threshold Date (as defined in Mobileye's Amended and Restated Certificate of Incorporation (as may be amended and/or restated from time to time, the "**Mobileye Charter**"), Intel will reasonably cooperate with Mobileye in effecting a transition to a classified board of directors in preparation for the Classified Annual Meeting (as defined in the Mobileye Charter) in accordance with the Mobileye Charter and with Mobileye's bylaws as in effect at such time.

Article IV
REGISTRATION RIGHTS

Section 4.1 Demand Registration.

(a) The Holders shall have the right after the date that is 180 days after the IPO Date (or such earlier date (i) as would permit Mobileye to cause any filings required hereunder to be filed on the 180th day after the date hereof and (ii) as is permitted by waiver under the Underwriting Agreement) to request in writing (a "**Request**") that Mobileye register such portion of such Holders' Registrable Securities as shall be specified in the Request on Form S-1 or any similar long-form Registration Statement (a "**Long-Form Registration**") or (y) on Form S-3 or any similar short-form Registration Statement, which shall include a prospectus supplement to an existing Form S-3 (a "**Short-Form Registration**") at such time that Mobileye qualifies to use such short form Registration Statement (any such requested Long-Form Registration or Short-Form Registration, a "**Demand Registration**" and the Holder submitting such Demand Registration, the "**Initiating Holder**") by filing with the Commission, as soon as practicable thereafter, but not later than the 30th day (or the 45th day in case of a Long-Form Registration) after the receipt of such a Request by Mobileye, a registration statement (a "**Demand Registration Statement**") covering such Registrable Securities. A request shall specify (i) the aggregate number of such Initiating Holders' Registrable Securities requested to be registered in such Demand Registration, (ii) the intended method of disposition in connection with such Demand Registration, to the extent then known, and (iii) the identity of the Initiating Holder. Mobileye shall (i) within 10 days of the receipt of such request, give written notice of such Demand Registration (the "**Company Notice**") to all Holders other than the relevant Initiating Holder (the "**Eligible Holders**") and to any other Person who holds shares of Mobileye Capital Stock entitled to be included therein pursuant to a contractual obligation (such other Persons, the "**Other Holders**"), (ii) use its commercially reasonable efforts to file a Registration Statement in respect of such Demand Registration within 30 days of receipt of the request in case of a Short-Form Registration and within 45 days of receipt of the request in case of a Long-Form Registration, and (iii) use its commercially reasonable efforts to cause such Demand Registration Statement to become effective as soon as reasonably practicable thereafter. Mobileye shall include in such Registration all Registrable Securities that the Initiating Holder, the Eligible Holders and the Other Holders request to be included within the 10 Business Days following their receipt of the Company Notice.

(b) Mobileye shall not be obligated to effect more than (i) two (2) Long-Form Registrations in any calendar year, (ii) from and after the time Mobileye becomes eligible for a Short- Form Registration, the Holders shall be entitled to effect three (3) Short- Form Registrations per calendar year in the aggregate and not any Long-Form Registrations. For purposes of the preceding sentence, a Demand Registration shall be deemed to have occurred if the Demand Registration Statement relating thereto (i) has become effective under the Securities Act and (ii) has remained effective for a period of at least 180 calendar days (or such shorter period in which all Registrable Securities of the participating Holders included in such registration have actually been sold thereunder or withdrawn) or, if such Demand Registration Statement relates to an Underwritten Offering (as defined below), such longer period as, in the opinion of counsel for the underwriter(s), a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer (the applicable period, the "**Demand Period**") and(iii) at least seventy-five percent (75%) of the Registrable Securities that the Initial Holder and the Eligible Holders sought to be included in such Demand Registration are included. No request for a Demand Registration may be made by the Holders to the extent that a Shelf Registration Statement (as defined below) has been effected pursuant to the provisions of Section 4.2 and remains effective as of the date of the Request, registers the Registrable Securities subject to such Request and permits the intended method of disposition of such Registrable Security as set forth in such Request; *provided* that any such Request may instead be effected as an Underwritten Shelf Takedown Request.

(c) Mobileye may not include in a Demand Registration pursuant to Section 4.1 hereof shares of Mobileye Capital Stock for the account of Mobileye or any Subsidiary of Mobileye. If the Underwriters' Representative of a proposed Underwritten Offering described in this Section 4.1 shall have informed Mobileye (or, in the case of a Demand Registration not being underwritten, the board of directors of Mobileye determines in its reasonable discretion) that, in its view, the number of Registrable Securities requested to be included in such registration (including any securities that the Other Holders propose to be included that are not Registrable Securities) exceeds the largest number of shares that can be sold without being likely to have an adverse effect on the price, timing or distribution of the shares offered in such offering (the "**Maximum Offering Size**"), then Mobileye shall include in such Demand Registration: (i) first, all Registrable Securities requested to be included in such registration by the Initiating Holder and the Eligible Holders, and (ii) thereafter, and only if all the securities referred to in clause (i) have been included, any securities proposed to be registered for the account of any Other Holders with such priorities among them as Mobileye shall determine.

(d) No Holder may participate in any Underwritten Offering under Section 4.1 hereof and no other Person shall be permitted to participate in any such offering pursuant to Section 4.1 hereof unless it completes and executes all customary questionnaires, powers of attorney, custody agreements, underwriting agreements and other customary documents required under the customary terms of such underwriting arrangements. In connection with any Underwritten Offering under Section 4.1 hereof, each participating Holder, Mobileye and, each other Person desiring to participate in such Underwritten Offering shall be a party to the underwriting agreement with the underwriters and may be required to make certain customary representations and warranties with respect to their ownership of Registrable Securities being included in such Underwritten Offering and provide certain customary indemnifications for the benefits of the underwriters with respect to the information they have provided for inclusion in the Registration Statement; *provided* that the Holders and such Persons shall not be required to make representations and warranties with respect to Mobileye or its business and operations and shall not be required to agree to any indemnity or contribution provisions less favorable to them than as are set forth herein.

Section 4.2 Shelf Registration.

(a) If, at any time beginning one hundred eighty (180) days after the IPO Date, Mobileye shall have received a request by the Holders (a "**Shelf Offering Request**"), for the filing of a registration statement on Form S-3 or a prospectus supplement to an existing shelf registration statement (as applicable, the "**Shelf Registration Statement**") for the registration and resale under Rule 415 of the Securities Act pursuant to this Section 4.2, and at such time Mobileye is eligible to file a registration statement on Form S-3, Mobileye shall, within sixty (60) days of such Shelf Offering Request, file with the Commission a Shelf Registration Statement relating to the offer and sale of all Registrable Securities by the Holders from time to time in accordance with the methods of distribution elected by the Holders and set forth in the Shelf Registration Statement and, as promptly as practicable thereafter, Mobileye shall use its commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective under the Securities Act (or if Mobileye qualifies to do so, it shall file an automatic Shelf Registration Statement in response to any such request).

(b) Mobileye shall use its commercially reasonable efforts to keep such Shelf Registration Statement continuously effective under the Securities Act (including, if necessary, by renewing or refiling a Shelf Registration Statement prior to expiration of the existing Shelf Registration Statement or by filing with the Commission a post-effective amendment or a supplement to the Shelf Registration Statement or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Shelf Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by Mobileye for such Shelf Registration Statement or by the Securities Act, the Exchange Act, any state securities or blue sky laws, or any rules and regulations thereunder) in order to permit the prospectus forming a part thereof to be usable by the Holders until the earlier of (i) the date as of which all Registrable Securities have been sold pursuant to the Shelf Registration Statement or another Registration Statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder) and (ii) the date as of which each of the Holders is permitted to sell its Registrable Securities without registration pursuant to Rule 144 under the Securities Act without volume limitation or other restrictions on transfer thereunder (such period of effectiveness, the "**Shelf Period**"). Subject to Section 4.5, Mobileye shall not be deemed to have used its commercially reasonable efforts to keep the Shelf Registration Statement effective during the Shelf Period if Mobileye voluntarily takes any action or omits to take any action that would result in Holders of Registrable Securities covered thereby not being able to offer and sell any Registrable Securities pursuant to such Shelf Registration Statement during the Shelf Period, unless such action or omission is required by applicable law or is in connection with a Shelf Suspension (as defined below).

(c) For any offering of Registrable Securities pursuant to the Shelf Registration Statement for which the value of Registrable Securities proposed to be offered is at least fifty million dollars ($50,000,000), if a Holder so elects, such offering shall be in the form of an Underwritten Offering, and Mobileye shall amend or supplement the Shelf Registration Statement for such purpose. Subject to the immediately preceding sentence, if at any time during which the Shelf Registration Statement is in effect a Holder elects to offer Registrable Securities pursuant to the Shelf Registration Statement in the form of an Underwritten Offering, then such Holder shall give written notice (which notice may be given by email) to Mobileye of such intention at least two (2) Business Days prior to the date on which such Underwritten Offering is anticipated to launch, specifying the number of Registrable Securities for which the Holder is requesting registration under this Section 4.2(c) and the other material terms of such Underwritten Offering to the extent known (such request, an "**Underwritten Shelf Takedown Request**," and any Underwritten Offering conducted pursuant thereto, an "**Underwritten Shelf Takedown**"), and Mobileye shall promptly, but in no event later than the Business Day following the receipt of such Underwritten Shelf Takedown Request, give written notice (which notice may be given by email to the email address for each Other Holder on file from time to time) of such Underwritten Shelf Takedown Request (such notice, an "**Underwritten Shelf Takedown Notice**") to the Other Holders and such Underwritten Shelf Takedown Notice shall offer the Other Holders the opportunity to register as part of such Underwritten Shelf Takedown such number of Registrable Securities as each such Other Holder may request in writing (which request may be made by email to Mobileye). Subject to Section 4.5, Mobileye and the Holders making the Underwritten Shelf Takedown Request shall cause the underwriter(s) to include as part of the Underwritten Shelf Takedown all Registrable Securities that are requested to be included therein by any of the Other Holders within twenty-four (24) hours after the receipt by such Other Holders of any such notice, all to the extent necessary to permit the disposition of the Registrable Securities to be so sold; *provided* that all such Other Holders requesting to participate in the Underwritten Shelf Takedown must sell their Registrable Securities to the underwriters selected on the same terms and conditions as apply to the Holders; *provided, further*, that, if at any time after making an Underwritten Shelf Takedown Request and prior to the launch of the Underwritten Shelf Takedown, the Holders shall determine for any reason not to proceed with or to delay such Underwritten Shelf Takedown, the Holders shall give written notice to Mobileye of such determination and Mobileye shall give written notice of the same to each Other Holder and, thereupon, (A) in the case of a determination not to proceed, Mobileye and the Holders shall be relieved of their respective obligations to cause the underwriter(s) to include any Registrable Securities of the Other Holders as part of such Underwritten Shelf Takedown (but Mobileye shall not be relieved from its obligation to pay the Registration Expenses in connection therewith), without prejudice, however, to the other registration rights contained herein, and (B) in the case of a determination to delay such Underwritten Shelf Takedown, Mobileye and such Holders shall be relieved of their respective obligations to cause the underwriter(s) to include any Registrable Securities of the Other Holders as part of such Underwritten Shelf Takedown for the same period as the Holders determine to delay such Underwritten Shelf Takedown. The Holders shall be entitled to effect three (3) Underwritten Shelf Takedowns per calendar year and each such Underwritten Shelf Takedown will be deemed to be a Demand Registration for purposes of the limit on Short-Form Registrations described above in Section 4.1(b).

(d) If the managing underwriter(s) of an Underwritten Shelf Takedown advises Mobileye or the Holders requesting the Underwritten Shelf Takedown that, in the view of such managing underwriter(s), the number of shares of Class A common stock that the Holders and such Other Holders intend to include in such registration exceeds the Maximum Offering Size, Mobileye and the Holders making the Underwritten Shelf Takedown Request shall cause the underwriter(s) to include in such Underwritten Shelf Takedown, in the following priority, up to the Maximum Offering Size: (i) first, to the Holders, and (ii) thereafter, and only if all of the securities referred to in clause (i) have been included, any securities proposed to be registered for the account of Mobileye and any Other Holders with such priorities among them as the Holders requesting the Underwritten Shelf Takedown shall determine.

Section 4.3 Piggyback Registration.

(a) In the event that Mobileye at any time after the IPO Date proposes to (i) register any of its equity securities or securities convertible into or exchangeable for its equity securities (collectively, "**Other Securities**") under the Securities Act, either in connection with a primary offering for cash for the account of Mobileye, a secondary offering or a combined primary and secondary offering, or (ii) effect an Underwritten Offering of its own securities pursuant to an effective Shelf Registration Statement (other than an Underwritten Offering pursuant to Section 4.1 or Section 4.2) (each, a "**Piggyback Registration**"), whether for its own account or for the account of others, Mobileye will give written notice (a "**Company Piggyback Notice**") to all Holders of Registrable Securities at least ten (10) Business Days prior to the initial filing of a registration statement with the Commission pertaining thereto, informing such Holders of its intent to file such registration statement and the proposed date of filing of such registration statement, the Holders' right to request the registration of the Registrable Securities held by the Holders, the proposed means of distribution and the proposed managing underwriter or underwriters (if any and if known). Upon the written request of the Holders made within seven (7) Business Days after any such Company Piggyback Notice is given (which request shall specify the Registrable Securities intended to be disposed of by such Holder, Mobileye will use its commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which Mobileye has been so requested to register by the Holders to the extent required to permit the disposition (in accordance with the intended methods of distribution thereof or, in the case of a registration which is intended to effect a primary offering for cash for the account of Mobileye, in accordance with Mobileye's intended method of distribution) of the Registrable Securities so requested to be registered, including, if necessary, by filing with the Commission a post-effective amendment or a supplement to the registration statement filed by Mobileye or the related prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the registration statement filed by Mobileye, if required by the rules, regulations or instructions applicable to the registration form used by Mobileye for such registration statement or by the Securities Act, any state securities or blue sky laws, or any rules and regulations thereunder; *provided, however*, that if, at any time after giving written notice of its intention to register any Other Securities and prior to the Effective Date of the registration statement filed in connection with such registration, Mobileye shall determine for any reason not to register or to delay such registration of the Other Securities, Mobileye shall give written notice of such determination to each Holder of Registrable Securities and, thereupon, (i) in the case of a determination not to register, Mobileye shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the Registration Expenses incurred in connection therewith or from Mobileye's obligations with respect to any subsequent registration) and (ii) in the case of a determination to delay such registration, Mobileye shall be permitted to delay registration of any Registrable Securities requested to be included in such registration statement for the same period as the delay in registering such Other Securities.

(b) If, in connection with a registration statement pursuant to this Section 4.3, the Underwriters' Representative of the offering registered thereon shall inform Mobileye in writing that in its opinion there is a Maximum Offering Size and if such registration statement relates to an offering initiated by Mobileye or Other Holders of Common Stock being offered for the account of Mobileye or of Other Holders, Mobileye shall include in such registration: (i) first, the number of shares Mobileye or the applicable Other Holders propose to offer in connection with such registration statement, (ii) second, and only if all of the securities referred to in clause (i) have been included, all Registrable Securities requested to be included in such registration by any Holders, and (iii) third, and only if all of the securities referred to in clauses (i) and (ii) have been included, any additional securities proposed to be registered for the account of any Other Holders other than those holders referred to in clause (i) with such priorities among them as Mobileye shall determine. In the event that such Underwriters' Representative advises that less than all of such Requested Securities may be included in such offering, the Holders of Registrable Securities may withdraw their request for registration of their Registrable Securities under this Section 4.3 and not less than 90 days subsequent to the Effective Date of the registration statement for the registration of such Other Securities request that such registration be effected as a registration under Section 4.1 or Section 4.2 to the extent permitted thereunder.

(c) No Holder may participate in any Underwritten Offering under this Section 4.3 and no other Person shall be permitted to participate in any such offering pursuant to this Section 4.3 unless it completes and executes all customary questionnaires, powers of attorney, custody agreements, underwriting agreements and other customary documents required under the customary terms of such underwriting arrangements. In connection with any Underwritten Offering under this Section 4.3, each participating Holder and Mobileye and each such other Person desiring to participate in such Underwritten Offering shall be a party to the underwriting agreement with the underwriters of such offering and may be required to make certain customary representations and warranties with respect to their ownership of Registrable Securities being included in such Underwritten Offering and provide certain customary indemnifications for the benefits of the underwriters with respect to the information they have provided for inclusion in the Registration Statement; *provided* that the Holders and such other Persons shall not be required to make representations and warranties with respect to Mobileye or their business and operations and shall not be required to agree to any indemnity or contribution provisions less favorable to them than as are set forth herein.

(d) Mobileye shall not be required to effect any registration of Registrable Securities under this Section 4.3 incidental to (i) the registration of any of its securities on a Registration Statement on Form S-4 or Form S-8 or any successor form to such forms, (ii) a registration of Mobileye Capital Stock solely relating to an offering and sale to employees or directors of Mobileye pursuant to any employee share plan or other employee benefit plan arrangement, or (iii) a registration in connection with a direct or indirect acquisition by Mobileye or one of its Subsidiaries of another Person or a similar business combination transaction, however structured.

(e) The registration rights granted pursuant to the provisions of this Section 4.3 shall be in addition to the registration rights granted pursuant to Section 4.1 and Section 4.2. No registration of Registrable Securities effected under this Section 4.3 shall relieve Mobileye of its obligation to effect registrations of Registrable Securities pursuant to Section 4.1 or Section 4.2.

Section 4.4 Expenses. Except as provided herein, Mobileye shall pay all Registration Expenses in connection with all registrations of Registrable Securities. Notwithstanding the foregoing, each Holder of Registrable Securities and Mobileye shall be responsible for its own internal administrative, its own legal costs and similar costs, which shall not constitute Registration Expenses.

Section 4.5 Blackout Period. Mobileye shall be entitled to elect that a registration statement not be usable, or that the filing or effectiveness thereof be delayed beyond the time otherwise required, for a reasonable period of time not to exceed sixty (60) days in succession or ninety (90) days in the aggregate in any twelve (12) month period (a "**Blackout Period**"), if the board of directors of Mobileye reasonably determines in good faith that it is required to disclose in the registration statement a financing, acquisition, corporate reorganization or other similar transaction or other material event or circumstance affecting Mobileye or its securities, and that the disclosure of such information at such time would be detrimental to Mobileye or the holders of its equity interests, and Mobileye promptly gives the Holders of Registrable Securities written notice of such determination, and promptly gives the Holders of Registrable Securities written notice at the conclusion of such Blackout Period. For the avoidance of doubt, the Parties agree that an election by Mobileye that a registration statement for the registration and distribution of Registrable Securities shall not be usable, or shall be delayed, during a Blackout Period shall not act to reduce the period during which such registration statement shall remain effective pursuant to the terms of this Article IV.

Section 4.6 Obligations of Mobileye. In connection with any registration pursuant to Section 4.1, Section 4.2 or Section 4.3, subject to the provisions of such Sections:

(a) Prior to filing a Registration Statement covering Registrable Securities or prospectus or any amendment or supplement thereto, Mobileye shall furnish to each Holder and each underwriter, if any, of the Registrable Securities covered by such Registration Statement copies of such Registration Statement as proposed to be filed, and thereafter Mobileye shall furnish to such Holder and underwriter, if any, without charge such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 or Rule 430A under the Securities Act and such other documents as such Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder. Each Holder shall have the right to request that Mobileye modify any information contained in such Registration Statement, amendment and supplement thereto pertaining to such Holder and Mobileye shall use all reasonable efforts to comply with such request; *provided* that Mobileye shall not have any obligation to so modify any information if Mobileye reasonably expects that so doing would cause the prospectus to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(b) In connection with any filing of any Registration Statement or prospectus or amendment or supplement thereto, Mobileye shall cause such document (i) to comply in all material respects with the requirements of the Securities Act and the rules and regulations of the Commission thereunder and (ii) with respect to information supplied by or on behalf of Mobileye for inclusion in the Registration Statement, to not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) Mobileye shall promptly notify each Holder of such Registrable Securities and the underwriter(s) and, if requested by such Holder or the underwriter(s), confirm in writing, when a Registration Statement has become effective and when any post-effective amendments and supplements thereto become effective.

(d) Mobileye shall furnish counsel for each underwriter, if any, and for the Holders of such Registrable Securities with copies of any written comments from the Commission or any state securities authority or any written request by the Commission or any state securities authority for amendments or supplements to a Registration Statement or prospectus or for additional information generally.

(e) After the filing of the Registration Statement, Mobileye shall (i) cause the related prospectus to be supplemented by any required prospectus supplement, and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act, (ii) comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Holders set forth in such Registration Statement or supplement to such prospectus and (iii) promptly notify each Holder holding Registrable Securities covered by such Registration Statement of any stop order issued or threatened by the SEC or any state securities commission and use reasonable best efforts to prevent the entry of such stop order or to remove it if entered.

(f) Mobileye shall use commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by such Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as any Holder holding such Registrable Securities reasonably (in light of such Holder's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of Mobileye and do any and all other acts and things that may be reasonably necessary or advisable to enable such Holder to consummate the disposition of the Registrable Securities owned by such Holder; *provided* that Mobileye shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 4.6(f), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

(g) Mobileye shall use reasonable best efforts to list such Registrable Securities on the principal securities exchange on which Mobileye's Class A common stock is then listed and provide a transfer agent, registrar and CUSIP number for all such Registrable Securities not later than the effective date of such Registration Statement.

(h) Mobileye shall use commercially reasonable efforts to cooperate with each Holder and the underwriter(s) or managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations (consistent with the provisions of the governing documents thereof) and registered in such names as each Holder or the underwriter(s) or managing underwriter(s), if any, may reasonably request at least two (2) Business Days prior to any sale of Registrable Securities.

(i) Mobileye shall immediately notify each Holder holding such Registrable Securities covered by such Registration Statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and promptly prepare and make available to each such Holder and file with the SEC any such supplement or amendment subject to any suspension rights contained herein.

(j) (1) The requesting Holder(s) shall have the right to select an underwriter(s) in connection with any Underwritten Offering resulting from the exercise of a Demand Registration or Underwritten Shelf Takedown reasonably acceptable to Mobileye and (2) Mobileye shall have the right to select underwriter(s) in connection with any other underwritten Public Offering. In connection with any Public Offering, Mobileye shall enter into customary agreements (including an underwriting agreement in customary form) and take all other actions as are reasonably required and customary in order to expedite or facilitate the disposition of such Registrable Securities in any such Public Offering, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with FINRA.

(k) Upon execution of confidentiality agreements in form and substance reasonably satisfactory to Mobileye, Mobileye shall make available during regular business hours for inspection by any Holder or underwriter participating in any disposition pursuant to a Registration Statement being filed by Mobileye pursuant to this Section 4.6 and any attorney, accountant or other professional retained by any the Holder or underwriter (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of Mobileye (collectively, the "**Records**") as shall be reasonably necessary or desirable to enable them to exercise their due diligence responsibility, and cause Mobileye's officers, directors and employees to supply all information reasonably requested by any Inspectors in connection with such Registration Statement (including by participation in a reasonable number of diligence calls). Records that Mobileye determines, in good faith, to be confidential and that it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such Registration Statement or (ii) the release of such Records is required pursuant to applicable law or regulation or judicial process. Each Person agrees that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it or its Affiliates as the basis for any market transactions in the Mobileye Capital Stock unless and until such information is made generally available to the public. Each Person further agrees that, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, it shall give notice to Mobileye and allow Mobileye, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

(l) Mobileye shall furnish to each Holder and to each such underwriter, broker or sales agent if any, or any other financial institution facilitating such distribution of securities, a signed counterpart, addressed to such Holder, underwriter or such other financial institution, as applicable, of (i) an opinion or opinions of counsel to Mobileye and (ii) a comfort letter or comfort letters from Mobileye's independent certified public accountants, each in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, as the managing underwriter(s), broker, sales agent or other financial institution facilitating such distribution of securities therefor reasonably request.

(m) Mobileye shall take all commercially reasonable actions to ensure that any free-writing prospectus utilized in connection with any Demand Registration, Underwritten Shelf Takedown or other offering off of a Shelf Registration Statement or Piggyback Registration hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, shall not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) Mobileye shall otherwise use all commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement or such other document that shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(o) Mobileye may require each Holder promptly to furnish in writing to Mobileye such information regarding the distribution of the Registrable Securities as Mobileye may from time to time reasonably request and such other information as may be legally required or Mobileye may deem reasonably advisable in connection with such registration; *provided* that, prior to excluding such Holder on the basis of its failure to provide such information, Mobileye must furnish in writing a reminder to such Holder requesting such information at least three (3) days prior to filing the applicable Registration Statement.

(p) Each Holder agrees that, upon receipt of any notice from Mobileye of the happening of any event of the kind described in Section 4.6(i), such Holder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4.6(i), and, if so directed by Mobileye, such Holder shall deliver to Mobileye all copies, other than any permanent file copies then in such Holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. If Mobileye shall give such notice, Mobileye shall extend the period during which such Registration Statement shall be maintained effective by the number of days during the period from and including the date of the giving of notice pursuant to Section 4.6(i) to the date when Mobileye shall make available to such Holder a prospectus supplemented or amended to conform with the requirements of Section 4.6(i).

(q) Each Holder agrees that, in connection with any offering pursuant to this Section 4, it will not prepare or use or refer to, any "free writing prospectus" (as defined in Rule 405 of the Securities Act) without the prior written authorization of Mobileye, and will not distribute any written materials in connection with the offer or sale of the Registrable Securities pursuant to any registration statement hereunder other than the prospectus and any such free writing prospectus so authorized.

(r) Mobileye shall use its commercially reasonable efforts to list all Registrable Securities covered by such Registration Statement on any securities exchange or quotation system on which its Class A common stock is then listed or traded.

(s) Mobileye shall have appropriate officers of Mobileye (i) prepare and make presentations at any "road shows" or other investor presentations and before analysts and rating agencies, as the case may be, in any Underwritten Offering, (ii) otherwise use their commercially reasonable efforts to cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities, including, by executing customary underwriting agreements and (iii) otherwise use their commercially reasonable efforts to cooperate as reasonably requested by the Holders in the marketing of the Registrable Securities.

(t) Notwithstanding anything to the contrary in this Article IV, Mobileye shall not have any obligation to participate in any due diligence, execute any agreements or certificates or deliver legal opinions or obtain comfort letters in connection with any sales or offers of Mobileye securities other than in connection with an Underwritten Offering.

Section 4.7 Indemnification and Contribution.

(a) In the case of each offering of Registrable Securities made pursuant to this Article IV, Mobileye agrees to indemnify and hold harmless, to the extent permitted by law, each Holder of Registrable Securities included in such registration (each, a "**Selling Holder**"), each underwriter of Registrable Securities so offered and each Person, if any, who controls any of the foregoing Persons within the meaning of the Securities Act and the officers, directors, affiliates, employees and agents of each of the foregoing, against any and all losses, liabilities, costs (including reasonable attorney's fees and disbursements), claims and damages, joint or several, to which they or any of them may become subject, under the Securities Act or otherwise, including any amount paid in settlement of any litigation commenced or threatened, insofar as such losses, liabilities, costs, claims and damages (or actions or proceedings in respect thereof, whether or not such indemnified Person is a party thereto) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or prospectus relating to the Registrable Securities (as amended or supplemented if Mobileye shall have furnished any amendments or supplements thereto), any preliminary prospectus or any "issuer free writing prospectus" (as defined in Rule 433 of the Securities Act) or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided* that Mobileye shall not be liable to any Person in any such case to the extent that any such loss, liability, cost, claim or damage arises out of or relates to any untrue statement or alleged untrue statement, or any omission or alleged omission, except insofar as the same shall have been made in reliance upon and in conformity with information furnished to Mobileye in writing by or on behalf of such Selling Holder expressly for use therein or by such Selling Holder's failure to deliver a copy of the prospectus, the issuer free writing prospectus or any amendments or supplements thereto after Mobileye has furnished such Selling Holder with a sufficient number of copies of the same.

(b) In the case of each offering made pursuant to this Agreement, each Selling Holder, by exercising its registration rights hereunder, agrees to indemnify and hold harmless, Mobileye and its officers, directors, affiliates, employees and agents and each Person, if any, who controls Mobileye within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity from Mobileye contained in Section 4.7(a) to such Selling Holder, but only with respect to information furnished in writing by such Selling Holder or on such Selling Holder's behalf expressly for use in any Registration Statement or prospectus relating to the Registrable Securities, or any amendment or supplement thereto, any preliminary prospectus or any "issuer free writing prospectus." Each such Selling Holder also agrees to indemnify and hold harmless any underwriters of the Registrable Securities, their officers and directors and each Person who controls such underwriters within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act on substantially the same basis as that of the indemnification of Mobileye provided in this Section 4.7(b). As a condition to including Registrable Securities in any Registration Statement filed in accordance herewith, Mobileye may require that it shall have received an undertaking reasonably satisfactory to it from any underwriter to indemnify and hold it harmless to the extent customarily provided by underwriters with respect to similar securities.

(c) Each party indemnified under paragraph (a) or (b) above shall, promptly after receipt of notice of a claim or action against such indemnified party in respect of which indemnity may be sought hereunder, promptly notify the indemnifying party in writing of the claim or action; *provided* that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party on account of the indemnity agreement contained in paragraph (a) or (b) above except to the extent that the indemnifying party was actually prejudiced by such failure, and in no event shall such failure relieve the indemnifying party from any other liability that it may have to such indemnified party. If any such claim or action shall be brought against an indemnified party, and it shall have notified the indemnifying party thereof, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified party and indemnifying parties may exist in respect of such claim, the indemnifying party shall be entitled to participate therein, and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 4.7 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation. Any indemnifying party against whom indemnity may be sought under this Section 4.7 shall not be liable to indemnify an indemnified party if such indemnified party settles such claim or action without the consent of the indemnifying party. The indemnifying party may not agree to any settlement of any such claim or action, other than solely for monetary damages for which the indemnifying party shall be responsible hereunder, the result of which any remedy or relief shall be applied to or against the indemnified party, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In any action hereunder as to which the indemnifying party has assumed the defense thereof with counsel satisfactory to the indemnified party, the indemnified party shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, but the indemnifying party shall not be obligated hereunder to reimburse the indemnified party for the costs thereof.

(d) If the indemnification provided for in this Section 4.7 shall for any reason be unavailable (other than in accordance with its terms) to an indemnified party in respect of any loss, liability, cost, claim or damage referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, cost, claim or damage (i) as between Mobileye and the Selling Holders on the one hand and the underwriters on the other, in such proportion as shall be appropriate to reflect the relative benefits received by Mobileye and the Selling Holders on the one hand and the underwriters on the other hand or, if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits but also the relative fault of Mobileye and the Selling Holders on the one hand and the underwriters on the other with respect to the statements or omissions which resulted in such loss, liability, cost, claim or damage as well as any other relevant equitable considerations and (ii) as between Mobileye on the one hand and each Selling Holder on the other, in such proportion as is appropriate to reflect the relative fault of Mobileye and of each Selling Holder in connection with such statements or omissions as well as any other relevant equitable considerations. The relative benefits received by Mobileye and the Selling Holders on the one hand and the underwriters on the other shall be deemed to be in the same proportion as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by Mobileye and the Selling Holders bear to the total underwriting discounts and commissions received by the underwriters, in each case as set forth in the table on the cover page of the prospectus. The relative fault of Mobileye and the Selling Holders on the one hand and of the underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by Mobileye and the Selling Holders or by the underwriters. The relative fault of Mobileye on the one hand and of each Selling Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, but not by reference to any indemnified party's stock ownership in Mobileye. The amount paid or payable by an indemnified party as a result of the loss, cost, claim, damage or liability, or action in respect thereof, referred to above in this paragraph (d) shall be deemed to include, for purposes of this paragraph (d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Mobileye and the Selling Holders agree that it would not be just and equitable if contribution pursuant to this Section 4.7 were determined by pro rata allocation (even if the underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was found not liable for or not guilty of a fraudulent misrepresentation.

(e) Notwithstanding any other provision of this Section 4.7, the obligation to indemnify or contribute shall be several, and not joint, among the Selling Holders who furnished or failed to furnish the information in a registration statement (or in any preliminary or final prospectus included therein or issuer free writing prospectus related thereto) or in any offering memorandum or other offering document relating to the offering and sale of Registrable Securities that resulted in any loss, liability, claim or damages. The liability of each such Selling Holder shall be limited to such Selling Holder's proportionate amount of the aggregate gross proceeds received by all such Selling Holders from the sale of such Registrable Securities and shall not in any event exceed the gross proceeds received by such Selling Holder from such sale.

(f) Indemnification and contribution similar to that specified in the preceding paragraphs of this Section 4.7 (with appropriate modifications) shall be given by Mobileye, the Selling Holders and any underwriters with respect to any required registration or other qualification of securities under any state or government law or regulation or governmental authority.

(g) The obligations of the parties under this Section 4.7 shall be in addition to any liability which any party may otherwise have to any other party.

Section 4.8 Rule 144 and Form S-3. Mobileye shall use its reasonable best efforts to ensure that the conditions to the availability of Rule 144 set forth in paragraph (c) thereof shall be satisfied. Upon the request of any Holder of Registrable Securities, Mobileye will deliver to such Holder a written statement as to whether it has complied with such requirements. Mobileye further agrees to use its reasonable best efforts to cause all conditions to the availability of Form S-3 (or any successor form) under the Securities Act for the filing of registration statements under this Agreement to be met as soon as reasonably practicable after the IPO Date; *provided* that Mobileye shall not be required to issue any additional shares of Class A common stock solely for the purpose of meeting the minimum eligibility requirements under Form S-3.

Section 4.9 Holdback Agreement.

(a) If so requested by the Underwriters' Representative in connection with an offering of securities covered by a registration statement filed by Mobileye, whether or not Registrable Securities of the Holders are included therein, each Holder shall agree not to effect any sale or distribution of the Shares, including any sale under Rule 144, without the prior written consent of the Underwriters' Representative (otherwise than through the registered public offering then being made and subject to customary exceptions), within sixty (60) days (or such lesser period as the Underwriters' Representative may permit) after the Effective Date of the registration statement (or the pricing date in the case of a "take-down" off of an already effective Shelf Registration Statement), subject to customary exclusions agreed to by such Underwriters' Representative; *provided* that Mobileye shall cause all directors and executive officers of Mobileye, and all other Persons with registration rights with respect to Mobileye's securities (whether or not pursuant to this Agreement) to enter into substantially identical agreement for at least the same period of time (without regard to this proviso), subject to exceptions for gifts, pledges, sales pursuant to pre-existing 105-1 plans and other customary exclusions agreed to by such managing underwriter(s). The Holders shall not be subject to the restrictions set forth in this Section 4.9 for longer than an aggregate of ninety-seven (97) days during any 12-month period.

(b) If so requested by the Underwriters' Representative in connection with an offering of any Registrable Securities, Mobileye shall agree not to effect any sale or distribution of Mobileye Capital Stock, without the prior written consent of the Underwriters' Representative (otherwise than through the registered public offering then being made or in connection with any acquisition or business combination transaction and other than in connection with stock options and employee benefit plans and compensation), within seven (7) days prior to or sixty (60) days (or such lesser period as the Underwriters' Representative may permit) after the Effective Date of the registration statement (or the commencement of the offering to the public of such Registrable Securities in the case of Rule 415 Offerings) and shall use its commercially reasonable efforts to obtain and enforce similar agreements from any other Persons if requested by the Underwriters' Representative; *provided* that Mobileye or such Persons shall not be subject to the restrictions set forth in this Section 4.9 for longer than an aggregate of ninety-seven (97) days during any twelve (12) month period.

Section 4.10 Term. This Article IV shall remain in effect until all Registrable Securities held by Holders have been transferred by them to other Persons.

Article V
MUTUAL RELEASES; INDEMNIFICATION

Section 5.1 Release of Pre-IPO Date Claims.

(a) Mobileye Release. Except as provided in Section 5.1(c), as of the IPO Date, Mobileye does hereby, for itself and as agent for each member of the Mobileye Group, remise, release and forever discharge the Intel Indemnitees from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any past acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the IPO Date, including in connection with the transactions and all other activities to implement the IPO.

(b) Intel Release. Except as provided in Section 5.1(c), as of the IPO Date, Intel does hereby, for itself and as agent for each member of the Intel Group, remise, release and forever discharge the Mobileye Indemnitees from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any past acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the IPO Date, including in connection with the transactions and all other activities to implement the IPO.

(c) No Impairment. Nothing contained in Section 5.1(a) or Section 5.1(b) shall limit or otherwise affect any Party's rights or obligations pursuant to or contemplated by this Agreement or any Inter-Company Agreement, in each case in accordance with its terms, including, without limitation, any obligations relating to indemnification, including indemnification pursuant to Section 5.2 and Section 5.3 of this Agreement, and any Insurance Proceeds under any of Intel's Insurance Policies relating to the Mobileye Business which Mobileye is entitled to be paid.

(d) No Actions as to Released Pre-IPO Date Claims. Mobileye agrees, for itself and as agent for each member of the Mobileye Group, not to make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Intel or any member of the Intel Group, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a). Intel agrees, for itself and as agent for each member of the Intel Group, not to make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Mobileye or any member of the Mobileye Group, or any other Person released pursuant to Section 5.1(b), with respect to any Liabilities released pursuant to Section 5.1(b).

(e) Further Instruments. At any time, at the request of any other Party, each Party shall cause each member of its respective Intel Group or Mobileye Group, as applicable, to execute and deliver releases reflecting the provisions hereof.

Section 5.2 Indemnification by Mobileye. Except as otherwise provided in this Agreement, Mobileye shall, for itself and as agent for each member of the Mobileye Group, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the Intel Indemnitees from and against, and shall reimburse such Intel Indemnitees with respect to, any and all Losses that any third party seeks to impose upon the Intel Indemnitees, or which are imposed upon the Intel Indemnitees, and that relate to, arise or result from, whether prior to or following the IPO Date, any of the following items (without duplication):

(a) any Mobileye Liability;

(b) any breach by Mobileye or any member of the Mobileye Group of this Agreement or any of the Inter-Company Agreements; and

(c) any Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information (i) contained in the IPO Registration Statement, any issuer free writing prospectus or any preliminary, final or supplemental prospectus forming a part of the IPO Registration Statement (other than information provided by Intel to Mobileye specifically for inclusion in the IPO Registration Statement, any issuer free writing prospectus or any preliminary, final or supplemental prospectus forming a part of the IPO Registration Statement), (ii) contained in any public filings made by Mobileye with the Commission following the IPO Date and (iii) provided by Mobileye to Intel specifically for inclusion in Intel's annual or quarterly reports following the IPO Date to the extent (A) such information pertains to (x) Mobileye and the Mobileye Group or (y) the Mobileye Business or (B) Intel has provided prior written notice to Mobileye that such information will be included in one or more annual or quarterly reports, specifying how such information will be presented, and the information is included in such annual or quarterly reports; *provided* that this sub-clause (B) shall not apply to the extent that any such Liability arises out of or results from, or in connection with, any action or inaction of any member of the Intel Group, including as a result of any misstatement or omission of relevant material information by any member of the Intel Group to Mobileye.

In the event that any member of the Mobileye Group makes a payment to the Intel Indemnitees hereunder, and any of the Intel Indemnitees subsequently diminishes the Liability on account of which such payment was made, either directly or through a third-party recovery (other than a recovery indirectly from Intel), Intel will promptly repay (or will procure Intel Indemnitee to promptly repay) such member of the Mobileye Group the amount by which the payment made by such member of the Mobileye Group exceeds the actual cost of the associated indemnified Liability following such diminution.

Section 5.3 Indemnification by Intel. Except as otherwise provided in this Agreement, Intel shall, for itself and as agent for each member of the Intel Group, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the Mobileye Indemnitees from and against, and shall reimburse such Mobileye Indemnitee with respect to, any and all Losses that any third party seeks to impose upon the Mobileye Indemnitees, or which are imposed upon the Mobileye Indemnitees, and that relate to, arise or result from, whether prior to or following the IPO Date, with any of the following items (without duplication):

(a) any Liability of the Intel Group and all Liabilities arising out of the operation or conduct of the Intel Business (in each case excluding the Mobileye Liabilities);

(b) any breach by Intel or any member of the Intel Group of this Agreement or any of the Inter-Company Agreements;

(c) any Liabilities relating to payment of consideration to former equityholders of Mobileye N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("**Mobileye N.V.**"), under that certain Purchase Agreement, dated as of March 12, 2017 (the "**Purchase Agreement**"), by and among Intel, Mobileye N.V. and Cyclops, including in connection with the Compulsory Acquisition (as defined in the Purchase Agreement), and related costs; and

(d) any Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information (i) contained in the IPO Registration Statement, any issuer free writing prospectus or any preliminary, final or supplemental prospectus forming a part of the IPO Registration Statement provided by Intel specifically for inclusion therein to the extent such information pertains to (x) Intel and the Intel Group or (y) the Intel Business and (ii) provided by Intel to Mobileye specifically for inclusion in Mobileye's annual or quarterly reports following the IPO Date to the extent (A) such information pertains to (x) Intel and the Intel Group or (y) the Intel Business or (B) Mobileye has provided prior written notice to Intel that such information will be included in one or more annual or quarterly reports, specifying how such information will be presented, and the information is included in such annual or quarterly reports; *provided* that this sub-clause (B) shall not apply to the extent that any such Liability arises out of or results from, or in connection with, any action or inaction of any member of the Mobileye Group, including as a result of any misstatement or omission of relevant material information by any member of the Mobileye Group to Intel.

In the event that any member of the Intel Group makes a payment to the Mobileye Indemnitees hereunder, and any of the Mobileye Indemnitees subsequently diminishes the Liability on account of which such payment was made, either directly or through a third-party recovery (other than a recovery indirectly from Mobileye), Mobileye will promptly repay (or will procure a Mobileye Indemnitee to promptly repay) such member of the Intel Group the amount by which the payment made by such member of the Intel Group exceeds the actual cost of the indemnified Liability following such diminution.

Section 5.4 Ancillary Agreement Liabilities. Notwithstanding any other provision in this Agreement to the contrary, any Liability specifically assumed by, or allocated to, a Party in any of the Inter-Company Agreements shall be governed exclusively by the terms of such Inter-Company Agreement.

Section 5.5 Other Agreements Evidencing Indemnification Obligations. Intel hereby agrees to execute, for the benefit of any Mobileye Indemnitee, such documents as may be reasonably requested by such Mobileye Indemnitee, evidencing Intel's agreement that the indemnification obligations of Intel set forth in this Agreement inure to the benefit of and are enforceable by such Mobileye Indemnitee. Mobileye hereby agrees to execute, for the benefit of any Intel Indemnitee, such documents as may be reasonably requested by such Intel Indemnitee, evidencing Mobileye's agreement that the indemnification obligations of Mobileye set forth in this Agreement inure to the benefit of and are enforceable by such Intel Indemnitee.

Section 5.6 Reductions for Insurance Proceeds and other Recoveries.

(a) Insurance Proceeds. The amount that any Indemnifying Party is or may be required to provide indemnification to or on behalf of any Indemnitee pursuant to Section 5.2 or Section 5.3, as applicable, shall be reduced (retroactively or prospectively) by any Insurance Proceeds or other amounts actually recovered from third parties by or on behalf of such Indemnitee in respect of the related Loss. The existence of a claim by an Indemnitee for monies from a third-party insurer or against a third party in respect of any indemnifiable Loss shall not, however, delay any payment pursuant to the indemnification provisions contained herein and otherwise determined to be due and owing by an Indemnifying Party. Rather, the Indemnifying Party shall make payment in full of the amount determined to be due and owing by it against an assignment by the Indemnitee to the Indemnifying Party of the entire claim of the Indemnitee for Insurance Proceeds or against such third party. Notwithstanding any other provisions of this Agreement, it is the intention of the Parties that no third-party insurer or any other third party shall be (i) entitled to a benefit it would not be entitled to receive in the absence of the foregoing indemnification provisions, or (ii) relieved of the responsibility to pay any claims for which it is obligated. If an Indemnitee has received the payment required by this Agreement from an Indemnifying Party in respect of any indemnifiable Loss and later receives Insurance Proceeds or other amounts in respect of such indemnifiable Loss, then such Indemnitee shall hold such Insurance Proceeds or other amounts in trust for the benefit of the Indemnifying Party (or Indemnifying Parties) and shall pay to the Indemnifying Party, as promptly as practicable after receipt, a sum equal to the amount of such Insurance Proceeds or other amounts received, up to the aggregate amount of any payments received from the Indemnifying Party pursuant to this Agreement in respect of such indemnifiable Loss (or, if there is more than one Indemnifying Party, the Indemnitee shall pay each Indemnifying Party, its proportionate share (based on payments received from the Indemnifying Parties) of such Insurance Proceeds).

(b) Tax Cost/Tax Benefit. The amount that any Indemnifying Party is or may be required to provide indemnification to or on behalf of any Indemnitee pursuant to Section 5.2 or Section 5.3, as applicable, shall be (i) increased to take account of any net Tax cost incurred by the Indemnitee arising from the receipt or accrual of an indemnification payment hereunder (grossed up for such increase) and (ii) reduced to take account of any net Tax benefit realized by the Indemnitee arising from incurring or paying such loss or other liability. In computing the amount of any such Tax cost or Tax benefit, the Indemnitee shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt or accrual of any indemnification payment hereunder or incurring or paying any indemnified Loss. Any indemnification payment hereunder shall initially be made without regard to this Section 5.6(b) and shall be increased or reduced to reflect any such net Tax cost (including gross-up) or net Tax benefit only after the Indemnitee has actually realized such cost or benefit. For purposes of this Agreement, an Indemnitee shall be deemed to have "actually realized" a net Tax cost or a net Tax benefit to the extent that, and at such time as, the amount of Taxes payable by such Indemnitee is increased above or reduced below, as the case may be, the amount of Taxes that such Indemnitee would be required to pay but for the receipt or accrual of the indemnification payment or the incurrence or payment of such Loss, as the case may be. The amount of any increase or reduction hereunder shall be adjusted to reflect any Final Determination with respect to the Indemnitee's liability for Taxes, and payments between such indemnified parties to reflect such adjustment shall be made if necessary. Notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, the Parties hereto agree that any indemnity payment made hereunder shall be treated as a capital contribution or dividend distribution, as the case may be, immediately prior to the IPO Date and, accordingly, not includible in the taxable income of the recipient or deductible by the payor.

Section 5.7 Procedures for Defense, Settlement and Indemnification of the Third-Party Claims.

(a) Notice of Claims. If an Indemnitee shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Intel Group or the Mobileye Group of any claim or of the commencement by any such Person of any Action (collectively, a "**Third-Party Claim**") with respect to which an Indemnifying Party may be obligated to provide indemnification, Intel and Mobileye (as applicable) will ensure that such Indemnitee shall give such Indemnifying Party written notice thereof within thirty (30) days after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail. Notwithstanding the foregoing, the delay or failure of any Indemnitee or other Person to give notice as provided in this Section 5.7 shall not relieve the related Indemnifying Party of its obligations under this Article V, except to the extent that such Indemnifying Party is actually prejudiced by such delay or failure to give notice.

(b) Defense by Indemnifying Party. An Indemnifying Party shall be entitled to participate in the defense of any Third-Party Claim and, to the extent that it wishes, at its cost, risk and expense, to assume the defense thereof, with counsel reasonably satisfactory to the party seeking indemnification. After timely notice from the Indemnifying Party to the Indemnitee of such election to so assume the defense thereof, the Indemnifying Party shall not be liable to the party seeking indemnification for any legal expenses of other counsel or any other expenses subsequently incurred by Indemnitee in connection with the defense thereof. The Indemnitee agrees to cooperate in all reasonable respects with the Indemnifying Party and its counsel in the defense against any Third-Party Claim. The Indemnifying Party shall be entitled to compromise or settle any Third-Party Claim as to which it is providing indemnification, which compromise or settlement shall be made only with the written consent of the Indemnitee, such consent not to be unreasonably withheld.

(c) Defense by Indemnitee. If an Indemnifying Party fails to assume the defense of a Third-Party Claim within thirty (30) calendar days after receipt of notice of such claim, Indemnitee will, upon delivering notice to such effect to the Indemnifying Party, have the right to undertake the defense, compromise or settlement of such Third-Party Claim on behalf of and for the account of the Indemnifying Party subject to the limitations as set forth in this Section 5.7; *provided, however*, that such Third-Party Claim shall not be compromised or settled without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. If the Indemnitee assumes the defense of any Third-Party Claim, it shall keep the Indemnifying Party reasonably informed of the progress of any such defense, compromise or settlement. The Indemnifying Party shall reimburse all such costs and expenses of the Indemnitee in the event it is ultimately determined that the Indemnifying Party is obligated to indemnify the Indemnitee with respect to such Third-Party Claim. In no event shall an Indemnifying Party be liable for any settlement effected without its consent, which consent will not be unreasonably withheld.

Section 5.8 Additional Matters.

(a) Cooperation in Defense and Settlement. With respect to any Third-Party Claim that implicates both Mobileye and Intel in a material fashion due to the allocation of Liabilities, responsibilities for management of defense and related indemnities set forth in this Agreement or any of the Inter-Company Agreements, the Parties agree to cooperate fully and maintain a joint defense (in a manner that will preserve the attorney-client privilege, joint defense or other privilege with respect thereto) so as to minimize such Liabilities and defense costs associated therewith. If, by agreement the Parties allow one Party to have the primary role of managing the defense of such Third-Party Claims, the managing Party shall, upon reasonable request, consult with the non-managing Party with respect to significant matters relating thereto and may, if necessary or helpful, associate counsel to assist in the defense of such claims.

(b) Pre-IPO Date Actions. Except with respect to matters pertaining solely to, or solely in connection with, the Mobileye Business, Intel may, in its sole discretion, have exclusive authority and control over the investigation, prosecution, defense and appeal of all Actions pending at the IPO Date relating to or arising in connection with, in any manner, the Mobileye assets or the Mobileye Liabilities if Intel or a member of the Intel Group is named as a party thereto; *provided, however*, that Intel must obtain the written consent of Mobileye, such consent not to be unreasonably withheld, to settle or compromise or consent to the entry of judgment with respect to such Action. After any such compromise, settlement, consent to entry of judgment or entry of judgment, Intel shall reasonably and fairly allocate to Mobileye and Mobileye shall be responsible for Mobileye's proportionate share of any such compromise, settlement, consent or judgment attributable to the Mobileye Business, the Mobileye assets or the Mobileye Liabilities, including its proportionate share of the costs and expenses associated with defending same.

(c) Substitution. In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or the Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the rights and obligations of the Parties regarding indemnification and the management of the defense of claims as set forth in this Article V shall not be altered.

(d) Subrogation. In the event of payment by or on behalf of any Indemnifying Party to or on behalf of any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee, in whole or in part based upon whether the Indemnifying Party has paid all or only part of the Indemnitee's Liability, as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

Section 5.9 Survival of Indemnities. Subject to Section 5.5, the rights and obligations of the members of the Intel Group and the Mobileye Group under this Article V shall survive the sale or other transfer by any Party of any assets or businesses or the assignment by it of any Liabilities or the sale by any member of the Intel Group or the Mobileye Group of the capital stock or other equity interests of any Subsidiary to any Person.

Article VI
OPTION

Section 6.1 Option.

(a) Subject to the provisions of subsection (b) of this Section 6.1, Mobileye hereby grants to Intel, on the terms and conditions set forth herein, a continuing right (the "**Option**") to purchase from Mobileye, at the times set forth herein, such number of shares of Class A common stock or such number of shares of Class B common stock as is necessary for Intel to maintain at least eighty and one-tenth percent (80.1%) in Ownership Percentage, in each case, as set forth in Section 6.3. The Option shall be assignable, in whole or in part and from time to time, by Intel to any member of the Intel Group.

(i) The exercise price for each share of Class A common stock purchased pursuant to an exercise of the Option shall be:

(A) in the event of the issuance by Mobileye of Class A common stock in exchange for cash consideration, the per share price paid to Mobileye for shares of the Class A common stock issued by Mobileye in the related Issuance Event (as defined in Section 3.10); or

(B) in the event of: (1) the issuance by Mobileye of Class A common stock pursuant to any stock option or other executive or employee benefit or compensation plan maintained by Mobileye or (2) the issuance by Mobileye of Class A common stock for consideration other than cash, the Fair Market Value per share of Class A common stock on the Issuance Event Date (as defined in Section 3.10); and

(ii) The exercise price for each share of Class B common stock purchased pursuant to an exercise of the Option shall be the Fair Market Value per share of Class B common stock on the Issuance Event Date.

For the purposes of this Section 3.10, "**Fair Market Value**" of a share of (x) Class A common stock shall mean the closing price per share of Class A common stock as quoted on the NASDAQ on the date for which a determination is being made and (y) Class B common stock shall be the fair market value per share of Class B common stock as determined in good faith by Mobileye's board of directors.

(b) The provisions of Section 6.1(a) hereof notwithstanding, the Option granted pursuant to Section 6.1(a) shall not apply and shall not be exercisable in connection with the issuance by Mobileye of any shares of Common Stock (i) in connection with the IPO, including the full exercise of all underwriters' over-allotment options granted in connection therewith, or (ii) pursuant to any stock option or other executive or employee benefit or compensation plan maintained by Mobileye except where the issuance of such Common Stock pursuant to this clause (ii) would cause Intel Group's Ownership Percentage to fall below eighty and one-tenth percent (80.1%).

Section 6.2 Notice. At least twenty (20) Business Days prior to the issuance of any shares of Common Stock (other than as provided in Section 6.1(b) and other than issuances of Common Stock to any member of the Intel Group) or the first date on which any event could occur that, in the absence of a full or partial exercise of the Option, would result in a reduction in Intel Group's Ownership Percentage to below eighty and one-tenth percent (80.1%), Mobileye will notify Intel in writing (an "**Option Notice**") of its plans to issue any such shares or the date on which such event could first occur. Each Option Notice must specify the date on which Mobileye intends to issue such additional shares of Common Stock or on which such event could first occur (such issuance or event being referred to herein as an "**Issuance Event**" and the date of such issuance or event as an "**Issuance Event Date**"), the number of shares Mobileye intends to issue or may issue and the other terms and conditions of such Issuance Event.

Section 6.3 Option Exercise and Payment. The Option may be exercised by Intel (or any member of the Intel Group to which all or any part of the Option has been assigned) in connection with an Issuance Event for a number of shares of Class A common stock or a number of shares of Class B common stock equal to or less than the number of shares that are necessary for the Intel Group to maintain at least eighty and one-tenth percent (80.1%) in Ownership Percentage. The Option may be exercised at any time after receipt of an applicable Option Notice and up to three (3) Business Days prior to the applicable Issuance Event Date by the delivery to Mobileye of a written notice to such effect specifying (x) the number of shares of Class A common stock and the number of shares of Class B common stock to be purchased by Intel or any member of the Intel Group and (y) a determination of the exercise price for such shares. In the event of any such exercise of the Option, Mobileye will, on the applicable Issuance Event Date and simultaneously with the issuance of shares of Common Stock in the related Issuance Event, issue to Intel (or any member of the Intel Group designated by Intel), against payment therefor, certificates or book-entries representing the shares of Class A common stock or Class B common stock being purchased upon such exercise. Payment for such shares shall be made by wire transfer or intrabank transfer of immediately available funds to such account as shall be specified by Mobileye for the full purchase price for such shares.

Section 6.4 Termination of Option. The Option, or any part thereof assigned to a member of the Intel Group other than Intel, shall terminate upon the earlier of (i) the Distribution Date, (ii) the first date that members of the Intel Group beneficially own shares of Common Stock representing less than eighty percent (80%) in Ownership Percentage and (iii) in the event that the Option has been transferred, on such date that the Person to whom the Option, or such part thereof, has been transferred, ceases to be a member of the Intel Group.

Article VII
MISCELLANEOUS

Section 7.1 Consent of Intel. Any consent of Intel pursuant to this Agreement or any of the Inter-Company Agreements shall not be effective unless it is in writing and evidenced by the signature of the General Counsel of Intel (or such other person that the General Counsel has specifically authorized in writing to give such consent).

Section 7.2 Limitation of Liability. IN NO EVENT SHALL ANY MEMBER OF THE INTEL GROUP OR MOBILEYE GROUP BE LIABLE TO ANY OTHER MEMBER OF THE INTEL GROUP OR MOBILEYE GROUP FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT LIMIT EACH PARTY'S INDEMNIFICATION OBLIGATIONS FOR LIABILITIES AS SET FORTH IN THIS AGREEMENT OR IN ANY INTER-COMPANY AGREEMENT.

Section 7.3 Entire Agreement. This Agreement, the Inter-Company Agreements and the Exhibits and Schedules referenced or attached hereto and thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

Section 7.4 Governing Law and Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and shall be governed by the laws of State of Delaware applicable to contracts made and to be performed entirely in such State (without giving effect to the conflicts of laws provisions thereof).

Section 7.5 Termination; Amendment. This Agreement and all Inter-Company Agreements may be terminated or amended by and in the sole discretion of Intel, without the approval of Mobileye, at any time prior to the IPO. This Agreement and any applicable Inter-Company Agreements may be terminated or amended at any time after such date by mutual consent of Intel and Mobileye, evidenced by an instrument in writing signed on behalf of each of the Parties. In the event of termination pursuant to this Section 7.5, no Party shall have any liability of any kind to the other Party, except for any rights that will have accrued to the benefit of a Party prior to such termination. Except as otherwise provided herein or required by the provisions hereof, this Agreement shall terminate on the date that is five (5) years after the first date upon which the members of the Intel Group cease to own at least twenty percent (20%) of the then outstanding number of shares of Common Stock; *provided, however*, that the provisions of Section 3.6 of Article III shall survive for a period of seven (7) years after the termination of this Agreement and the provisions of Section 3.4 and Section 3.10 of Article III, Article V, Article VII and Article VIII shall survive indefinitely after the termination of this Agreement.

Section 7.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as DHL or Federal Express), upon receipt of proof of delivery on a Business Day before 5:00 p.m. in the time zone of the receiving party, otherwise upon the following Business Day after receipt of proof of delivery, or (c) at the time sent (if sent before 5:00 p.m., addressee's local time and on the next Business Day if sent after 5:00 p.m., addressee's local time), if sent by email of a .pdf, .tif, .gif, .jpg or similar attachment. All notices and other communications must also be sent by email, with the subject line "Mobileye Master Transaction Agreement Notice." All notices and other communications hereunder shall be delivered to the addresses set forth below:

if to Intel:

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95054
Attention: General Counsel
Email: ****

if to Mobileye:

Mobileye Global Inc.
c/o Mobileye B.V.
Har Hotzvim, 13 Hartom Street
P.O. Box 45157 Jerusalem 9777513, Israel
Attention: General Counsel
Email: ****

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 7.7 Counterparts. This Agreement, including the Inter-Company Agreements and the Exhibits and Schedules hereto and thereto and the other documents referred to herein or therein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 7.8 Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be enforced separately by each member of the Intel Group and each member of the Mobileye Group. Except as otherwise set forth in Article VI, Neither party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; *provided, however*, either party may assign this Agreement to a successor entity in conjunction with such party's reincorporation in another jurisdiction or into another business form.

Section 7.9 Severability. If any term or other provision of this Agreement or the Exhibits or Schedules attached hereto is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 7.10 Failure or Indulgence not Waiver; Remedies Cumulative. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement or the Exhibits or Schedules attached hereto are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 7.11 Authority. Each of the Parties hereto represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

Section 7.12 Interpretation. The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. For the purposes of this Agreement: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms "Article," "Section," "Schedule," "Exhibit" and paragraph are references to the Articles, Sections, Schedules, Exhibits and paragraphs to or of this Agreement unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement; (iv) references to "$" shall mean U.S. dollars; (v) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not (unless the context demands otherwise) mean simply "if"; (viii) references to "written" or "in writing" include in electronic form; (ix) provisions shall apply, when appropriate, to successive events and transactions; (x) Mobileye and Intel have each participated in the negotiation and drafting of this Agreement, and, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (xi) a reference to any Person includes such Person's successors and permitted assigns; (xii) any reference to "days" means calendar days unless Business Days are expressly specified; (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded; (xiv) unless otherwise stated in this Agreement, references to any contract are to that contract as amended, modified or supplemented from time to time in accordance with the terms thereof; (xv) the word "shall" shall have the same meaning as the word "will"; (xvi) the word "any" shall mean "any and all"; and (xvii) the term "ordinary course of business" (or any phrase of similar import) shall mean "ordinary course of business, consistent with past practice."

Section 7.13 Conflicting Agreements. None of the provisions of this Agreement are intended to supersede any provision in any Inter-Company Agreement (and any amendments thereto) or any other agreement with respect to the respective subject matters thereof. In the event of conflict between this Agreement and any Inter-Company Agreement (and any amendments thereto) or other agreement executed in connection herewith, the provisions of such other agreement shall prevail.

Section 7.14 Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any Liability (or otherwise) against either Party hereto.

Article VIII
DEFINITIONS

Section 8.1 Defined Terms. The following capitalized terms shall have the meanings given to them in this Section 8.1:

"**Action**" means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international governmental authority or any arbitration or mediation tribunal, other than any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation relating to Taxes.

"**Administrative Services Agreement**" means the Administrative Services Agreement, substantially in the form attached to the IPO Registration Statement as Exhibit [●].

"**Affiliated Company**" of any Person means any entity that controls, is controlled by, or is under common control with such Person. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

"**Agreement**" shall mean this Master Transaction Agreement, together with the Schedules and Exhibits hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"**Business Day**" means any day that is not a Friday, Saturday, a Sunday or other day on which commercial banks in Santa Clara, California, or Israel are required or authorized by law to be closed.

"**Class A Applicable Stock**" means at any time the (i) shares of Class A common stock owned by the Intel Group that are owned on the IPO Date, *plus* (ii) shares of Class A common stock purchased by the Intel Group pursuant to Article VI of this Agreement, *plus* (iii) shares of Class A common stock that were issued to the Intel Group in respect of shares described in either clause (i) or clause (ii) in any reclassification, share combination, share subdivision, share dividend, share exchange, merger, consolidation or similar transaction or event.

"**Class A common stock**" shall mean the Class A common stock, par value $0.01 per share, of Mobileye.

"**Class A Ownership Percentage**" means, at any time, the fraction, expressed as a percentage and rounded to the nearest thousandth of a percent, whose numerator is the number of shares owned of the Class A Applicable Stock and whose denominator is the aggregate number of outstanding shares of Class A common stock and Class B common stock of Mobileye; *provided, however*, that any shares of Common Stock issued by Mobileye in violation of its obligations under Article VI of this Agreement shall not be deemed outstanding for the purpose of determining the Class A Ownership Percentage.

"**Class B Applicable Stock**" means at any time the (i) shares of Class B common stock owned by the Intel Group that are owned on the IPO Date, *plus* (ii) shares of Class B common stock purchased by the Intel Group pursuant to Article VI of this Agreement, *plus* (iii) shares of Class B common stock that were issued to the Intel Group in respect of shares described in either clause (i) or clause (ii) in any reclassification, share combination, share subdivision, share dividend, share exchange, merger, consolidation or similar transaction or event.

"**Class B common stock**" shall mean the Class B common stock, par value $0.01 per share, of Mobileye.

"**Class B Ownership Percentage**" means, at any time, the fraction, expressed as a percentage and rounded to the nearest thousandth of a percent, whose numerator is the number of shares owned of the Class B Applicable Stock and whose denominator is the aggregate number of outstanding shares of Class A common stock and Class B common stock of Mobileye; *provided, however*, that any shares of Common Stock issued by Mobileye in violation of its obligations under Article VI of this Agreement shall not be deemed outstanding for the purpose of determining the Class B Ownership Percentage.

"**Code**" means the Internal Revenue Code of 1986 (or any successor statute), as amended from time to time, and the regulations promulgated thereunder.

"**Common Stock**" means the Class A common stock and Class B common stock of Mobileye.

"**Continuously Effective**" with respect to a specified registration statement, means that such registration statement shall not cease to be effective and available for transfers of Registrable Securities in accordance with the method of distribution set forth therein for longer than five (5) Business Days during the period specified in the relevant provision of this Agreement.

"**Contract**" means any contract, agreement, lease, license, sales order, purchase order, instrument or other commitment that is binding on any Person or any part of its property under applicable law.

"**Distribution**" means a distribution by Intel of Common Stock (and preferred stock, if any) of Mobileye or common stock (and preferred stock, if any) of a Person that is a successor to Mobileye, which distribution is to holders of common stock of Intel and is intended to qualify as a tax-free distribution under Section 355 of the Code.

"**Distribution Date**" means the date on which a Distribution occurs.

"**Effective Date**" means the date registration statement filed pursuant to Article IV hereof is declared effective by the Commission.

"**Final Determination**" has the meaning set forth in the Tax Sharing Agreement.

"**Governmental Approvals**" means any notices, reports or other filings to be made, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Authority.

"**Governmental Authority**" shall mean any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority.

"**Holders**" shall mean, collectively, Intel and its Affiliated Companies (other than Mobileye) who from time to time own Registrable Securities, each of such entities separately is sometimes referred to herein as a "**Holder**."

"**Indemnifying Party**" means any party which may be obligated to provide indemnification to an Indemnitee pursuant to Section 5.2 or Section 5.3 hereof or any other section of this Agreement or any Inter-Company Agreement.

"**Indemnitee**" means any party which may be entitled to indemnification from an Indemnifying Party pursuant to Section 5.2 or Section 5.3 hereof or any other section of this Agreement or any Inter-Company Agreement.

"**Information**" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

"**Insurance Policies**" means insurance policies pursuant to which a Person makes a true risk transfer to a third-party insurer.

"**Insurance Proceeds**" means those monies: (a) received by an insured from a third-party insurance carrier; (b) paid by a third-party insurance carrier on behalf of the insured; or (c) from Insurance Policies.

"**Intel Business**" means any business that is then conducted by Intel and described in its periodic filings with the Commission, other than the Mobileye Business.

"**Intel Group**" means the affiliated group (within the meaning of Section 1504(a) of the Code), or similar group of entities as defined under corresponding provisions of the laws of other jurisdictions, of which Intel is the common parent corporation, and any corporation or other entity which may be, may have been or may become a member of such group from time to time, but excluding any member of the Mobileye Group.

"**Intel Indemnitees**" means Intel, each member of the Intel Group and each of their respective directors, officers and employees.

"**Liabilities**" means all debts, liabilities, guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.

"**Loss**" and "**Losses**" mean any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including, without limitation, the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder), including direct and consequential damages, but excluding punitive damages (other than punitive damages awarded to any third party against an indemnified party).

"**Maximum Number**" when used in connection with an Underwritten Offering, shall mean the maximum number of shares of Mobileye Capital Stock (or amount of other Registrable Securities) that the Underwriters' Representative has informed Mobileye may be included as part of such offering without materially and adversely affecting the success or pricing of such offering.

"**Mobileye Balance Sheet**" shall mean Mobileye's unaudited consolidated balance sheet for the most recently completed fiscal quarter as of the IPO Date.

"**Mobileye Business**" means the business of autonomous driving and advanced driver assistance systems and delivering mobility-as-a-service by aggregating public transit data and user data to provide multimodal trip planning resources technology presently conducted by Mobileye, as more completely described in the IPO Registration Statement, or following the IPO Date, such business that is then conducted by Mobileye and described in its periodic filings with the Commission.

"**Mobileye Capital Stock**" means all classes or series of capital stock of Mobileye.

"**Mobileye Group**" means the affiliated group (within the meaning of Section 1504(a) of the Code), or similar group of entities as defined under corresponding provisions of the laws of other jurisdictions, of which Mobileye will be the common parent corporation immediately after the Distribution, and any corporation or other entity which may become a member of such group from time to time.

"**Mobileye Indemnitees**" means Mobileye, each member of the Mobileye Group and each of their respective directors, officers and employees.

"**Mobileye Liabilities**" shall mean (without duplication) the following Liabilities:

(i) all Liabilities reflected in the Mobileye Balance Sheet;

(ii) all Liabilities of Intel or its Subsidiaries that arise after the date of the Mobileye Balance Sheet that would be reflected in a Mobileye balance sheet as of the date of such Liabilities, if such balance sheet was prepared using the same principles and accounting policies under which the Mobileye Balance Sheet was prepared;

(iii) all Liabilities that should have been reflected in the Mobileye Balance Sheet but are not reflected in the Mobileye Balance Sheet due to mistake or unintentional omission;

(iv) all Liabilities (other than Liabilities for Taxes, which are governed by the Tax Sharing Agreement), whether arising before, on or after the IPO Date, that relate to, arise or result from:

(A) the operation of the Mobileye Business as conducted at any time prior to, on or after the IPO Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or

(B) the operation of any business conducted by any member of the Mobileye Group at any time after the IPO Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority));

(v) all Liabilities that are expressly contemplated by this Agreement, or any other Inter-Company Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by Mobileye or any member of the Mobileye Group; and

(vi) Liabilities of any member of the Mobileye Group under this Agreement or any of the Inter-Company Agreements.

After the IPO Date, Intel and Mobileye may receive invoices evidencing liabilities jointly incurred by or on behalf of both of them or their respective Affiliates. Accordingly, each of Intel and Mobileye agrees that such joint liabilities shall be divided among Intel, Mobileye and their respective Affiliates consistent with past practice and "Mobileye Liabilities" shall include the portion so allocated to Mobileye.

"**Ownership Percentage**" means, at any time, the fraction, expressed as a percentage and rounded to the nearest thousandth of a percent, whose numerator is the number of shares equal to the sum of the Class A Applicable Stock and the Class B Applicable Stock owned and whose denominator is the aggregate number of outstanding shares of Class A common stock and Class B common stock of Mobileye; *provided, however*, that any shares of Common Stock issued by Mobileye in violation of its obligations under Article VI of this Agreement shall not be deemed outstanding for the purpose of determining the Ownership Percentage.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"**Public Offering**" means an offering of equity securities of Mobileye pursuant to an effective registration statement under the Securities Act, including an offering in which Holders are entitled to sell Securities pursuant to the terms of this Agreement.

"**Registrable Securities**" means (i) the Class A common stock and the Class B common stock held by Intel immediately following the IPO Date (the "**Shares**"), (ii) any other securities issued or distributed to Intel in respect of the Class A common stock or Class B common stock by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, reorganization, merger, consolidation or otherwise, (iii) any Class A common stock or other securities received by Intel into which or for which Class B common stock are converted or exchanged or are convertible or exchangeable, (iv) any other Class A common stock or Class B common stock acquired by Intel prior to the Distribution Date, and (v) any other successor securities received by Intel in respect of any of the forgoing (i) through (iv); *provided* that in the event that any Registrable Securities (as defined without giving effect to this proviso) are being registered pursuant hereto, the Holder may include in such registration (subject to the limitations of this Agreement otherwise applicable to the inclusion of Registrable Securities) any Class A common stock or Class B common stock or securities acquired in respect thereof thereafter acquired by such Holder, which shall also be deemed to be "Shares" and accordingly Registrable Securities, for purposes of such registration. As to any particular Registrable Securities, such Registrable Securities shall cease to be Registrable Securities when (w) a registration statement with respect to the sale by Intel shall have been declared effective under the Securities Act and such Shares shall have been disposed of in accordance with such registration statement, (x) they shall have been distributed to the public in accordance with Rule 144 or they may be sold or transferred by the Holder thereof without restriction pursuant to Rule 144, (y) they shall have been otherwise transferred by Intel to an entity or Person that is not an Affiliated Company of Intel, new certificates for such securities not bearing (or book-entry positions not subject to) a legend restricting further transfer shall have been delivered by Mobileye and subsequent disposition of them shall not require registration or qualification of them under the Securities Act or any state securities or blue sky law then in effect or (z) they shall have ceased to be outstanding.

"**Registration Expenses**" means any and all out-of-pocket expenses incident to performance of or compliance with Article IV of this Agreement, including, without limitation, (i) all Commission registration and filing fees, (ii) all fees and expenses of complying with securities or blue sky laws (including fees and disbursements of counsel for any underwriters in connection with blue sky qualifications of the Registrable Securities) or relating to the National Association of Securities Dealers, Inc., (iii) all printing, messenger and delivery expenses, (iv) all fees and expenses incurred in connection with listing (or authorizing for quotation) the Registrable Securities on a securities exchange or automated inter-dealer quotation system pursuant to the requirements hereof, (v) the fees and disbursements of counsel for Mobileye and of its independent public accountants, (vi) all expenses in connection with the preparation, printing and filing of the registration statement, any preliminary prospectus or final prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to any Holders, underwriters and dealers and all expenses incidental to delivery of the Registrable Securities, (vii) any fees and disbursements of underwriters customarily paid by the issuers or sellers of securities, and the reasonable fees and expenses of any special experts retained in connection with the requested registration, but excluding underwriting discounts and commissions and transfer taxes, if any, which shall be paid by the applicable Holder, and (viii) the expenses incurred in connection with making "road show" presentations and holding meetings with potential investors to facilitate the distribution and sale of Registrable Securities.

"**Registration Statement**" means any registration statement of Mobileye that covers Registrable Securities pursuant hereto filed with, or to be filed with, the Commission under the rules and regulations promulgated under the Securities Act, including the related prospectus, pre- and post- effective amendments and supplements to such registration statement and all exhibits and all material incorporated by reference in such registration statement.

"**Rule 144**" means Rule 144 (or any successor rule to similar effect) promulgated under the Securities Act.

"**Rule 415 Offering**" means an offering on a delayed or continuous basis pursuant to Rule 415 (or any successor rule to similar effect) promulgated under the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Shares**" shall have the meaning set forth in the definition of Registrable Securities.

"**Stock**" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or business trust, whether voting or non-voting.

"**Subsidiary**" of any Person means a corporation, limited liability company, joint venture, partnership, trust, association or other entity in which such Person: (1) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (A) the total combined voting power of all classes of voting securities of such entity, (B) the total combined equity interests, or (C) the capital or profits interest, in the case of a partnership; or (2) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"**Tax**" and "**Taxes**" have the meaning set forth in the Tax Sharing Agreement.

"**Tax Sharing Agreement**" means the Tax Sharing Agreement, substantially in the form attached to the IPO Registration Statement as Exhibit [●].

"**Underwriters' Representative**" when used in connection with an Underwritten Offering, shall mean the managing underwriter of such offering, or, in the case of a co-managed underwriting, the managing underwriters designated as the Underwriters' Representative by the co-managers.

"**Underwritten Offering**" shall mean a registration in which securities of Mobileye are sold to one or more underwriters, or through one or more brokers or agents for reoffering to the public and the deliverables provided in Section 4.6(l) and Section 4.6(s) hereof are provided.

Section 8.2 Additional Definitions. The following capitalized terms have the respective meanings given to them in the respective Sections of this Agreement set forth opposite each of the capitalized terms below:

AAA	3.10(b)
AAA Rules	3.10(b)
Blackout Period	4.5
Commission	Recitals
Company Notice	4.1(a)
Company Piggyback Notice	4.3(a)
Cyclops	3.13(c)(i)
Demand Period	4.1(b)
Demand Registration	4.1(a)
Demand Registration Statement	4.1(a)
Eligible Holders	4.1(a)
Exchange Act	2.1(a)
Fair Market Value	6.1(a)(ii)
GAAP	3.9
Initiating Holder	4.1(a)
Inspectors	4.6(k)
Intel	Preamble
Intel's Auditors	3.3(b)
Inter-Company Agreements	1.1
IPO	Recitals
IPO Conditions	2.3
IPO Date	Recitals
IPO Registration Statement	Recitals
Issuance Event	6.2
Issuance Event Date	6.2
Long-Form Registration	4.1(a)
Maximum Offering Size	4.1(c)
Mobileye	Preamble
Mobileye's Auditors	3.3(a)
Mobileye Charter	3.17
NASDAQ	2.1(c)
Notifiable Transaction	3.16
Option	6.1(a)
Option Notice	6.2
Other Holders	4.1(a)
Other Securities	4.3(a)
Party or Parties	Preamble
Piggyback Registration	4.3(a)
Privileged Information	3.5(a)

Privileges	3.5(a)
Records	4.6(k)
Remaining Intel Awards	3.8(b)
Request	4.1(a)
Retention Period	3.2(d)
SEC	3.9
Selling Holder	4.7(a)
Shelf Offering Request	4.2(a)
Shelf Period	4.2(b)
Shelf Registration Statement	4.2(a)
Short-Form Registration	4.1(a)
Third-Party Claim	5.7(a)
Underwriters	2.1(a)
Underwriting Agreement	2.1(a)
Underwritten Shelf Takedown	4.2(c)
Underwritten Shelf Takedown Notice	4.2(c)
Underwritten Shelf Takedown Request	4.2(c)

WHEREFORE, the Parties have signed this Master Transaction Agreement effective as of the date first set forth above.

INTEL CORPORATION

By: _____
Name:
Title:

MOBILEYE GLOBAL INC.

By: _____
Name:
Title:

Exhibit 10.3

ADMINISTRATIVE SERVICES AGREEMENT

dated as of [●], 2022

between

INTEL CORPORATION

and

MOBILEYE GLOBAL INC.

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Article VIII
MISCELLANEOUS

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement is dated as of **[●]**, 2022 (the "**Effective Date**") by and between Mobileye Global Inc., a Delaware corporation ("**Mobileye**"), and Intel Corporation, a Delaware corporation ("**Intel**"). Mobileye and Intel are sometimes referred to herein separately as a "**Party**" and together as the "**Parties**." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Article I hereof.

RECITALS

WHEREAS, Intel is the beneficial owner of all the issued and outstanding common stock of Mobileye;

WHEREAS, the Parties currently contemplate that Mobileye will make an initial public offering (the "**Offering**") of its Class A common stock pursuant to a Registration Statement on Form S-1, filed on **[●]**, 2022, as amended (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**");

WHEREAS, Intel directly or indirectly provides certain administrative, legal, financial and other services to the Mobileye Entities (as defined below);

WHEREAS, following consummation of the Offering, Mobileye desires Intel to continue to provide certain administrative, legal, tax, financial and other services to the Mobileye Entities, as more fully set forth in this Agreement; and

WHEREAS, each Party desires to set forth in this Agreement the principal terms and conditions pursuant to which the Intel Entities (as defined below) will provide certain services to the Mobileye Entities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves and their respective successors and assigns, hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. (a) As used in this Agreement, the following terms shall have the following meanings, applicable both to the singular and the plural forms of the terms described:

"**Affiliate**" means an entity that directly or indirectly Controls, or is directly or indirectly Controlled by, or is under common Control with, either Intel or Mobileye, but only as long as such Control exists; *provided* that for purposes of this Agreement:

(a) none of the Mobileye Entities will be considered an Affiliate of any Intel Entities;

(b) none of the Intel Entities will be considered an Affiliate of any Mobileye Entities;

(c) no portfolio company of Intel Capital will be considered an Affiliate of Intel or any of Intel's or the Intel Entities' Affiliates; and

(d) none of Intel or any of Intel's or the Intel Entities' Affiliates will be considered an Affiliate of such portfolio company or any of such portfolio company's Subsidiaries.

"**Agreement**" means this Administrative Services Agreement, together with the schedules hereto, as the same may be amended and supplemented from time to time in accordance with the provisions hereof.

"**Background Intellectual Property Rights**" means all Intellectual Property Rights owned, controlled, obtained, or licensed by a Party at any time prior to or after the term of this Agreement, or arising from development of Technology created independently of this Agreement.

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which commercial banks in Santa Clara, California, are required or authorized by law to be closed.

"**Contract**" means any contract, agreement, lease, license, sales order, purchase order, instrument or other commitment that is binding on any Person or any part of such Person's property under applicable law.

"**Control**" or "**Controlled**" means directly or indirectly owning or having voting control over more than fifty percent (50%) of the outstanding securities entitled to vote for the election of directors or similar managing authority of an entity, or otherwise having the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body of an entity.

"**Feedback**" means any ideas, suggestions or recommendations Mobileye Entities may provide to Intel Entities, however designated, marked or labeled, in connection with any Services or Intel Materials.

"**Intel Employee**" means an employee of an Intel Entity or Subcontractor listed on any Schedule that will be engaged in providing Services.

"**Intel Entities**" means Intel and its Subsidiaries (other than the Mobileye Entities), and "**Intel Entity**" means any one of the Intel Entities currently in place on the effective date of the Registration Statement and any entity which becomes a Subsidiary of Intel after the date hereof.

"**Intel Materials**" means all Materials Solely Authored by personnel of an Intel Entity before or during the performance of the Services and delivered or made available to Mobileye Entities under this Agreement in connection with the provision and receipt of the Services and copies of the foregoing.

"**Intellectual Property Rights**" means all intellectual property rights, including all copyrights, copyright applications, copyright registrations, or any analogous or related right arising under statutory or common law, anywhere in the world, including any rights from laws implementing the European Database Directive 96/9/EC ("**Copyrights**"); all Marks; all trade secret rights or any analogous right, arising under statutory or common law, anywhere in the world ("**Trade Secret Rights**"), and all patent rights in classes and types of utility and design patents applied for and issued (including substitutions, continuations, continuations-in-part, divisions, reissues, re-examinations, extensions, renewals and industrial design registrations) ("**Patents**"), anywhere in the world.

"**Intel Residuals**" means information in intangible form, including, without limitation, ideas, concepts, know-how, or techniques, in the unaided memories of the Persons who have had access to Intel Materials.

"**Inter-Company Agreements**" means this Agreement and each of the agreements set forth on Schedule II hereto.

"**Joint Materials**" means Materials authored by personnel of both an Intel Entity and a Mobileye Entity, where the contributions of each party are intentionally combined as part of a unitary work, during the performance or receipt of the Services under this Agreement, and any copies of the foregoing.

"**Liabilities**" means all debts, liabilities, guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including, without limitation, whether arising out of any Contract or tort based on negligence or strict liability) and whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto.

"**Marks**" means trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing.

"**Master Transaction Agreement**" means the Master Transaction Agreement between the Parties of even date herewith.

"**Materials**" means all records, reports, documents, papers, drawings, designs, graphics, typographical arrangements, software, and all other materials in whatever form, including hard copy and electronic form.

"**Mobileye Entities**" means Mobileye and its Subsidiaries and any entity which becomes a Subsidiary of Mobileye after the date hereof, and "**Mobileye Entity**" means any one of the Mobileye Entities.

"**Mobileye Liabilities**" has the meaning set forth in the Master Transaction Agreement.

"**Mobileye Materials**" means all Materials Solely Authored by personnel of a Mobileye Entity, before or during the receipt of the Services under this Agreement and delivered or made available to Intel Entities under this Agreement in connection with the provision and receipt of the Services, and any copies of the foregoing.

"**Mobileye Residuals**" means information in intangible form, including, without limitation, ideas, concepts, know-how, or techniques, in the unaided memories of the Persons who have had access to Mobileye Materials.

"**Offering Date**" means the date on which the Offering is consummated.

"**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any governmental authority.

"**Residuals**" means the Intel Residuals and the Mobileye Residuals.

"**Schedules**" means any one or more of the schedules referred to in and attached to this Agreement.

"**Services**" means the various administrative, financial, legal, tax and other services to be provided by Intel to or on behalf of the Mobileye Entities as described on the Schedules and any Additional Services provided pursuant to this Agreement.

"Solely Authored" means when only personnel of either an Intel Entity or a Mobileye Entity authors a work and it is not intentionally combined with the work of the other party as part of a unitary work.

"**Subsidiary**" means, as to any Person, a corporation, limited liability company, joint venture, partnership, trust, association or other entity in which such Person: (1) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (A) the total combined voting power of all classes of voting securities of such entity, (B) the total combined equity interests, or (C) the capital or profits interest, in the case of a partnership; or (2) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"**Technology**" means all information (including ideas, plans, know-how, data, algorithms, models, discoveries, inventions, processes, and methods); tangible embodiments (including hardware, devices, machinery, equipment, tools, apparatus, prototypes, samples, and compositions), and works of authorship (including documents, specifications, reports, presentations, software, firmware, RTL code, libraries, databases, compilations, designs, schematics, and photographs), in any format on any media.

"**Technology and Services Agreement**" means the Technology and Services Agreement between the Parties of even date herewith.

(b) Additional Defined Terms. In addition to the defined terms set forth in Section 1.01(a), each of the following capitalized terms has the meaning specified in the Section set forth opposite such term below:

TERM	SECTION
AAA	Section 8.08(b)
AAA Rules	Section 8.08(b)
Actions	Section 4.04(a)
Additional Services	Section 2.02
CNDA	Section 6.01
Confidential Information	Section 6.01
Effective Date	Preamble
Force Majeure	Section 8.04(a)
Initial Term	Section 5.01
Intel	Preamble
Intel Indemnified Person	Section 4.03(a)
Mobileye	Preamble
Offering	Recitals
Parties	Preamble
Party	Preamble
Registration Statement	Recitals
Renewal Term	Section 5.01
Securities Act	Recitals
Services Manager	Section 4.02
Subcontractor	Section 8.03

Section 1.02 Internal References. Unless the context indicates otherwise, references to Articles, Sections and paragraphs shall refer to the corresponding articles, sections and paragraphs in this Agreement and references to the parties shall mean the Parties to this Agreement.

Section 1.03 Interpretation. The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. For the purposes of this Agreement: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms "Article," "Section," "Schedule" and paragraph are references to the Articles, Sections, Schedules and paragraphs to or of this Agreement unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement; (iv) references to "$" shall mean U.S. dollars; (v) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not (unless the context demands otherwise) mean simply "if"; (viii) references to "written" or "in writing" include in electronic form; (ix) provisions shall apply, when appropriate, to successive events and transactions; (x) Mobileye and Intel have each participated in the negotiation and drafting of this Agreement, and, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (xi) a reference to any Person includes such Person's successors and permitted assigns; (xii) any reference to "days" means calendar days unless Business Days are expressly specified; (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded; (xiv) unless otherwise stated in this Agreement, references to any contract are to that contract as amended, modified or supplemented from time to time in accordance with the terms thereof; (xv) the word "shall" shall have the same meaning as the word "will"; (xvi) the word "any" shall mean "any and all"; and (xvii) the term "ordinary course of business" (or any phrase of similar import) shall mean "ordinary course of business, consistent with past practice."

ARTICLE II
PURCHASE AND SALE OF SERVICES

Section 2.01 Purchase and Sale of Services.

(a) Subject to the terms and conditions of this Agreement and in consideration of the costs for Services described below, Intel agrees to provide or cause to be provided to the Mobileye Entities, and Mobileye agrees to purchase from Intel, the Services, until such Services are terminated in accordance with the provisions hereof; *provided* that, for the avoidance of doubt, Intel shall have no obligation to provide any Services to the extent doing so would violate applicable law.

(b) The Parties acknowledge and agree that (i) the Services to be provided, or caused to be provided, by Intel under this Agreement shall, at Mobileye's request, be provided directly to Mobileye or Subsidiaries of Mobileye and (ii) Intel may satisfy its obligation to provide or to procure the Services hereunder by causing one or more Intel Entities to provide or to procure such services. With respect to the Services provided to, or procured on behalf of, any Subsidiary of Mobileye, Mobileye agrees to pay on behalf of such Subsidiary all amounts payable by or in respect of such Services pursuant to this Agreement.

Section 2.02 Additional Services. In addition to the Services to be provided or procured by Intel in accordance with Section 2.01 and set forth on the Schedules, if requested by Mobileye, and to the extent that Intel and Mobileye may mutually agree in writing, Intel shall provide additional services to Mobileye ("**Additional Services**"). The scope of any such services, as well as the costs and other terms and conditions applicable to such services, shall be as mutually agreed by Intel and Mobileye prior to the provision of such Additional Services, save that services for the creation, modification, or improvement of Technology shall not be performed under this Agreement (and, to the extent mutually agreed, such services shall be provided under that certain Technology and Services Agreement by and between the Parties).

ARTICLE III
SERVICE COSTS; OTHER CHARGES

Section 3.01 Service Costs.

(a) Each Service (other than Additional Services) will be provided at the price set forth on the Schedules, as amended from time to time. In the event of a material change in the level of service for any Service prior to the expiration of the term set forth on a Schedule, the Parties will work together in good faith to recalculate the price for such Service and amend such Schedule, as appropriate.

(b) No later than 15 days prior to the end of the Initial Term or any Renewal Term, the Parties shall commence discussions to determine the appropriate level of service for each Service to be provided pursuant to the Schedules in the subsequent Renewal Term based on a good faith review of the Services and levels of service provided in the then-current term and a good faith estimate of the Mobileye Entities' future service requirements. The Parties shall use their reasonable best efforts to execute and deliver amended Schedules for the subsequent Renewal Term prior to the expiration of the then-current term set forth on the Schedules.

(c) Any Additional Services provided by Intel to Mobileye shall be provided at rates mutually agreed to by the Parties in writing.

Section 3.02 Payment.

(a) Charges for Services shall be invoiced quarterly in arrears by Intel, within three (3) Business Days of the end of a quarter. The invoice shall set forth in reasonable detail for the period covered by such invoice (i) the Services rendered, (ii) the aggregate amount charged for each type of Service provided and (iii) such additional information as Mobileye may reasonably request at least ten (10) Business Days prior to the end of a quarter. Each invoice shall be directed to the Chief Executive Officer or Chief Financial Officer of Mobileye or such other individual designated in writing from time to time by the Mobileye Chief Executive Officer or Chief Financial Officer. Each such invoice shall be payable within sixty (60) days after receipt by Mobileye; *provided* that if Mobileye, in good faith, disputes any invoiced charge, payment of such charge may be made only after mutual resolution of such dispute. Mobileye agrees to notify Intel promptly, and in no event later than sixty (60) days following receipt of Intel's invoice, of any disputed charge. Unless otherwise agreed in writing between the Parties, all payments made pursuant to this Agreement shall be made in U.S. dollars.

(b) During the term of this Agreement, Intel shall keep such books, records and accounts as are reasonably necessary to verify the calculation of the fees and related expense for Services provided hereunder. Intel shall provide documentation supporting any amounts invoiced pursuant to this Section 3.02 as Mobileye may from time to time reasonably request. Mobileye shall have the right to review such books, records and accounts at any time upon reasonable notice, and Mobileye agrees to conduct any such review in a manner so as not to unreasonably interfere with Intel's normal business operations.

Section 3.03 Financial Responsibility for Intel Personnel. Intel will pay for all personnel and other related expenses, including salary or wages, of its employees performing the Services. No individual providing Services to a Mobileye Entity pursuant to the terms of this Agreement shall be deemed to be, or shall have any rights as, an employee of any Mobileye Entity.

ARTICLE IV
STANDARD OF PERFORMANCE AND INDEMNIFICATION

Section 4.01 General Standard of Service. Except as otherwise agreed to in writing by the Parties or as described in this Agreement, the Parties agree that the nature, quality, degree of skill and standard of care applicable to the delivery of the Services hereunder, and the skill levels of the Intel Employees providing such Services, shall be substantially consistent with those which Intel exercised or employed in providing similar services to Mobileye during the twelve (12) months prior to the Effective Date. Until the later of (i) Intel ceasing to be a "controlling person" as such term is used in the Securities Act and (ii) such date on which Intel ceases to provide services under this Agreement, the Parties will take reasonable steps to assure that the employees providing services hereunder comply with all policies and directives identified by the other as critical to legal and regulatory compliance that are applicable to such employees.

Section 4.02 Services Management. Intel and Mobileye each agree to appoint one of their respective employees who will have overall responsibility for managing and coordinating the delivery and receipt of Services, including making available the services of appropriately qualified employees and resources to enable the provision of the Services (each, a "**Services Manager**"). The Services Managers will consult and coordinate with each other regarding the provision of Services.

Section 4.03 Limitation of Liability.

(a) Mobileye agrees that none of the Intel Entities and their respective directors, officers, agents, and employees (each of the Intel Entities and their respective directors, officers, agents, and employees, an "**Intel Indemnified Person**") shall have any liability, whether direct or indirect, in contract or tort or otherwise, to any Mobileye Entity or any other Person under the control of such Mobileye Entity for or in connection with the Services rendered or to be rendered by any Intel Indemnified Person pursuant to this Agreement, the transactions contemplated hereby or any Intel Indemnified Person's actions or inactions in connection with any Services or such transactions, except for damages which have resulted from such Intel Indemnified Person's breach of this Agreement, gross negligence, bad faith or willful misconduct in connection with the foregoing.

(b) Notwithstanding the provisions of this Section 4.03, none of the Intel Entities shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to, resulting from or arising in connection with any of the Services or the performance of or failure to perform Intel's obligations under this Agreement. This disclaimer applies without limitation (1) to claims arising from the provision of the Services or any failure or delay in connection therewith; (2) to claims for lost profits; (3) regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise; and (4) regardless of whether such damages are foreseeable or whether Intel has been advised of the possibility of such damages.

(c) None of the Intel Entities shall have any liability to any Mobileye Entity or any other Person for failure to perform Intel's obligations under this Agreement or otherwise, where such failure to perform similarly affects the Intel Entities receiving the same or similar services and does not have a disproportionately adverse effect on the Mobileye Entities, taken as a whole.

(d) In addition to the foregoing, Mobileye agrees that, in all circumstances, it shall use commercially reasonable efforts to mitigate and otherwise minimize damages to the Mobileye Entities, individually and collectively, whether direct or indirect, due to, resulting from or arising in connection with any failure by Intel to comply fully with Intel's obligations under this Agreement.

Section 4.04 Indemnification.

(a) Mobileye agrees to indemnify and hold harmless each Intel Indemnified Person from and against any damages related to, and to reimburse each Intel Indemnified Person for all reasonable expenses (including, without limitation, attorneys' fees) as they are incurred in connection with, pursuing or defending any claim, action or proceeding, (collectively, "**Actions**"), arising out of or in connection with actions or inactions reasonably required to be performed, or directed by Mobileye to be performed, in connection with the Services rendered or to be rendered by any Intel Indemnified Person pursuant to this Agreement, the transactions contemplated hereby or any Intel Indemnified Person's actions or inactions in connection with any such Services or transactions; *provided* that, Mobileye shall not be responsible for any damages incurred by any Intel Indemnified Person that have resulted from such Intel Indemnified Person's breach of this Agreement, gross negligence, bad faith or willful misconduct in connection with any of the advice, actions, inactions, or Services referred to in this Section 4.04(a).

(b) Intel agrees to indemnify and hold harmless each Mobileye director, officer, agent and employee from and against any damages related to, and to reimburse each such individual for all reasonable expenses (including, without limitation, attorneys' fees) as they are incurred in connection with, pursuing or defending any Action arising out of or related to the breach of this Agreement, gross negligence, bad faith or willful misconduct of any Intel Indemnified Person in connection with the Services rendered or to be rendered pursuant to this Agreement; *provided* that, Intel shall not be responsible for any damages incurred by any Mobileye director, officer, agent or employee that have resulted from any Mobileye Entity's, or any Mobileye Entity's director's, officer's, agent's or employee's, breach of this Agreement, gross negligence, bad faith or willful misconduct in connection with the Services rendered or to be rendered pursuant to this Agreement.

ARTICLE V
TERM AND TERMINATION

Section 5.01 Term. Except as otherwise provided in this Article V or as otherwise agreed in writing by the Parties, (a) this Agreement shall have an initial term of two (2) years from the Effective Date (the "**Initial Term**"), and will be renewed automatically thereafter for successive three-month terms (each, a "**Renewal Term**") unless either Party elects not to renew this Agreement by notice in writing to the other Party not less than ninety (90) days prior to the end of the then-current term, and (b) Intel's obligation to provide or to procure, and Mobileye's obligation to purchase, a Service shall, notwithstanding the term of this Agreement and unless otherwise agreed in writing between the Parties, cease as of the earlier of (i) the applicable date set forth in the Schedules or the applicable date set forth in any arrangement between the Parties pursuant to which Additional Services are provided (or if no such date is set forth, as of the end of the Initial Term or, if applicable, the applicable Renewal Term) or (ii) such earlier date determined in accordance with Section 5.02.

Section 5.02 Termination.

(a) The Parties may by mutual agreement from time to time terminate this Agreement with respect to one or more of the Services, in whole or in part.

(b) Mobileye may terminate any Service at any time (i) upon at least thirty (30) days prior written notice of such termination by Mobileye to Intel, effective as of such thirtieth (30th) day, and (ii) if Intel shall have failed to perform any of its material obligations under this Agreement relating to such Service, Mobileye shall have notified Intel in writing of such failure, and such failure shall have continued for a period of at least thirty (30) days after receipt by Intel of written notice of such failure from Mobileye, effective as of such thirtieth (30th) day.

Section 5.03 Effect of Termination.

(a) Other than as required by law, upon the effective date of the termination of any Service pursuant to Section 5.01 or 5.02, Intel shall have no further obligation to provide the terminated Service and Mobileye shall have no obligation to pay any fees relating to such terminated Services or to make any other payments hereunder with respect to such terminated Services; *provided* that, notwithstanding such termination, (i) Mobileye shall remain liable to Intel for fees owed and payable in respect of Services provided prior to the effective date of the termination; (ii) Intel shall continue to charge Mobileye for administrative and program costs relating to benefits paid after but incurred prior to the termination of any Service, and Mobileye shall be obligated to pay such expenses in accordance with the terms of this Agreement; *provided* that (A) Intel makes reasonable efforts to obtain available refunds of such costs and (B) if Intel obtains a refund of any such costs already paid by Mobileye, Intel shall return such portion of the costs to Mobileye; and (iii) the provisions of Articles IV, V, VI and VIII shall survive any such termination indefinitely. Notwithstanding the earlier expiration or termination of this Agreement, the terms of this Agreement shall continue to govern any Service until the termination of such Service in accordance with Section 5.01 or 5.02.

(b) Following termination of this Agreement with respect to any Service, the Parties agree to cooperate with each other in providing for an orderly transition of such Service to Mobileye or to a successor service provider as designated by Mobileye.

ARTICLE VI
CONFIDENTIALITY

Section 6.01 CNDA. Confidential Information exchanged between the Parties shall be subject to the terms of the Corporate Non-Disclosure Agreement entered into between the Parties in connection with the Offering (the "**CNDA**") incorporated here by reference. "**Confidential Information**" shall have the meaning defined in the CNDA; *provided, however*, that the licenses set forth in Article VII shall govern with respect to any Intel Materials or Mobileye Materials.

ARTICLE VII
INTELLECTUAL PROPERTY

Section 7.01 Intellectual Property.

(a) Ownership.

(i) This Agreement does not change the Parties' ownership of their Background Intellectual Property Rights or any allocation of Intellectual Property Rights under the Technology and Services Agreement.

(ii) Subject to Section 7.01(a)(i), all rights, title and interest in (a) Mobileye Materials shall be owned by Mobileye Entities or their suppliers, and (b) Intel Materials shall be owned by Intel Entities or their suppliers. The Parties must not remove any copyright, proprietary or other notices appearing on the Materials of the other Party.

(iii) Subject to Section 7.01(a)(i), the Parties will jointly own the Copyrights and Trade Secret Rights in Joint Materials, and each Party hereby assigns to the other Party an equal, undivided ownership interest in the Copyrights and Trade Secret Rights in Joint Materials. Each Party has the right, to use, modify, and reproduce, perform, display, disclose, and distribute, and to create derivative works of and otherwise exploit in any manner Joint Materials and freely exercise, transfer, assign, license, encumber, and enforce all of its Copyright and Trade Secret Rights in the Joint Materials without the consent, joinder, or participation of, or payment or accounting to, the other Party; *provided* that where Joint Materials include information marked by a Party as confidential, such Joint Materials may not be disclosed or distributed to any third party other than contractors or service providers under Section 8.03 without the consent of the marking Party. Each Party hereby unconditionally and irrevocably waives any right it may have under applicable Law as a joint owner of the Copyright and Trade Secret Rights in the Joint Materials to require such consent, joinder, participation, payment or accounting.

(b) Mobileye License to Intel. Mobileye, on behalf of itself and the other Mobileye Entities, hereby grants to the Intel Entities a non-exclusive, non-transferable, worldwide, sublicensable, royalty-free license, under Mobileye's Copyrights and Trade Secret Rights in the Mobileye Materials, to use, reproduce, modify, perform and display and disclose the Mobileye Materials delivered by Mobileye to Intel (*provided* that the CNDA shall govern the disclosure of Confidential Information in Mobileye Materials to third parties other than contractors or service providers under Section 8.03), only for the purposes of providing and completing the Services.

(c) Feedback. If Mobileye Entities provide Feedback to Intel Entities, the Intel Entities will be free under Mobileye's Copyright and Trade Secret Rights in the Feedback, to use, disclose, reproduce, license, or otherwise distribute or exploit the Feedback in their sole discretion without any obligations or restrictions of any kind, including, without limitation, Intellectual Property Rights or licensing obligations.

(d) Residuals. Intel Entities are free to use, for any purpose, the Mobileye Residuals resulting from access to, or work with, Mobileye Materials. Mobileye Entities are free to use, for any purpose, the Intel Residuals resulting from access to, or work with, Intel Materials. Residuals may be retained by Persons who have had access to Confidential Information and (i) the Intel Entities do not have any obligation to limit or restrict the assignment of these Persons, or to pay royalties for any work resulting from the use of Mobileye Residuals and (ii) the Mobileye Entities do not have any obligation to limit or restrict the assignment of these Persons, or to pay royalties for any work resulting from the use of Intel Residuals. This Section does not grant a license under either Party's Copyrights or Patents.

(e) Intel Licenses to Mobileye.

(i) General License. Subject to the terms and conditions of this Agreement, Intel, on behalf of itself and the other Intel Entities, hereby grants the Mobileye Entities a non-exclusive, non-transferable, worldwide, royalty-free, perpetual license (without the right to sublicense, but without limiting Section 8.03), under Intel Entities' Copyrights and Trade Secret Rights in the Intel Materials delivered by Intel to Mobileye for the purposes of the Services, to use, reproduce and perform and to disclose and display (*provided* that the CNDA shall govern the disclosure of Intel Materials marked as Intel's Confidential Information to third parties other than contractors or service providers under Section 8.03) all Intel Materials solely in connection with the receipt of the Services, excluding any software licensed pursuant to Section 7.01(e)(ii).

(ii) Software License. With respect to Intel Material that is software, the following section applies: Mobileye Entities' use of any software (including, without limitation, bug fixes, patches, or other software) provided by Intel Entities to Mobileye Entities in the course of providing the Services is licensed to the Mobileye Entities on the terms accompanying the software, unless otherwise specified in the applicable Schedule.

(f) No Other Rights. No rights are conveyed by either Party to the other Party under this Agreement in each Party's respective Marks. Neither party grants any implied licenses to the other under any legal theory. The only licenses granted in this Agreement are the express licenses in this Section 7.01. This Agreement and the performance of the Services hereunder will not affect the ownership of any assets or responsibility for any liabilities allocated in the Master Transaction Agreement or any of the other Transaction Agreements. Neither Party will gain, by virtue of this Agreement or the Services provided hereunder, by implication or otherwise, any rights of ownership of any property or Intellectual Property Rights owned by the other or their respective Subsidiaries.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Other Agreements. In the event there is any inconsistency between the provisions of this Agreement and the respective provisions of any of the other Inter-Company Agreements, the respective provisions of such other Inter-Company Agreement shall govern.

Section 8.02 No Agency. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.

Section 8.03 Subcontractors. Intel may hire or engage one or more third-party subcontractors (each, a "**Subcontractor**") to perform all or any of its obligations under this Agreement; *provided* that, subject to Section 4.03, Intel shall pay for all fees due each such Subcontractor and shall in all cases remain primarily responsible for all obligations undertaken by each such Subcontractor on Intel's behalf pursuant to the terms of this Agreement with respect to the scope, quality, degree of skill and nature of the Services provided to Mobileye; and *provided*, *further*, that without the prior written consent of Mobileye, Intel may only hire or engage Subcontractors to perform the Services set forth on the Schedules to the extent that any such Subcontractor is a natural person performing similar services for Intel. Intel shall cause any Subcontractor performing Services under this Agreement to execute a nondisclosure agreement in content at least as protective as the Corporate Non-Disclosure Agreement, between Intel and Mobileye Global Inc. Without limiting the foregoing, each Party may hire or engage contractors or service providers in the exercise of the rights licensed pursuant to Article VII; *provided* that any such contractor or service provider is bound by confidentiality undertakings consistent with and no less protective of Confidential Information than the confidentiality undertakings under this Agreement (including, as applicable, the CNDA); *provided, further*, that each Party is liable for the acts and omissions of its respective contractors or service providers as if such acts or omissions were the acts or omissions of such Party.

Section 8.04 Force Majeure.

(a) For purposes of this Section 8.04, "**Force Majeure**" means an event beyond the control of either Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, and includes without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) and failure of energy sources.

(b) Continued performance of a Service may be suspended immediately to the extent caused by Force Majeure. The Party claiming suspension of a Service due to Force Majeure will give prompt notice to the other of the occurrence of the event giving rise to the suspension and of its nature and anticipated duration. The Parties shall cooperate with each other to find alternative means and methods for the provision of the suspended Service.

(c) Without limiting the generality of Section 4.03, neither Party shall be under any liability for failure to fulfill any obligation under this Agreement, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered, or delayed as a consequence of circumstances of Force Majeure.

Section 8.05 Entire Agreement. This Agreement (including the Schedules constituting a part of this Agreement) and any other writing signed by the Parties that specifically references or is specifically related to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

Section 8.06 Information. Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes, including, but not limited to, securities laws and regulations.

Section 8.07 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as DHL or Federal Express), upon receipt of proof of delivery on a Business Day before 5:00 p.m. in the time zone of the receiving party, otherwise upon the following Business Day after receipt of proof of delivery, or (c) at the time sent (if sent before 5:00 p.m., addressee's local time and on the next Business Day if sent after 5:00 p.m., addressee's local time), if sent by email of a .pdf, .tif, ..gif, .jpg or similar attachment. All notices and other communications must also be sent by email, with the subject line "**Mobileye Administrative Services Agreement Notice**." All notices and other communications hereunder shall be delivered to the addresses set forth below:

(a) If to Intel, to:

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95054
Attention: General Counsel
Email: ****

(b) If to Mobileye, to:

Mobileye Global Inc.
c/o Mobileye B.V.
Har Hotzvim, 13 Hartom Street
P.O. Box 45157 Jerusalem 9777513, Israel
Attention: General Counsel
Email: ****

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 8.08 Dispute Resolution.

(a) **Pre-Arbitration Resolution**. Except as provided in Section 8.08(c)(ii), any dispute arising out of or relating to this Agreement will be resolved as follows: a Party will send notice of the dispute, including a detailed description of the dispute and relevant supporting documents. Senior management for each Party will then try to resolve the dispute. If the Parties do not resolve the dispute within 30 calendar days after the dispute notice, either Party may send notice of a demand for mediation. The Parties will then try to resolve the dispute with a mediator.

(b) **Arbitration**. If the Parties do not resolve the dispute within 60 calendar days after the mediation demand, either Party may send notice of the specific issues to be arbitrated and initiate arbitration by filing a Demand for Arbitration with the American Arbitration Association ("**AAA**"). Except as provided in Section 8.08(c)(ii), a Party may not seek relief in court. The Commercial Arbitration Rules of the AAA in effect on the date a Party files a Demand for Arbitration (the "**AAA Rules**") will apply, except as follows:

(i) **Seat and Law**. Wilmington, Delaware, will be the seat of arbitration and the location of the proceedings, which will be conducted in English. Wilmington, Delaware, and United States law will be the law of the arbitration agreement (i.e., Section 8.08 (*Dispute Resolution*)).

(ii) **Limitations on Relief**. Notwithstanding R-47 (Scope of Award), the arbitrator may not award (A) any remedy that prohibits a party or its customers from manufacturing, using, selling, or importing that party's products, (B) any non-monetary relief for misappropriation of trade secrets or breach of confidentiality obligations, or (C) any remedy that requires a party to license any intellectual property rights. Neither the arbitrator nor an emergency arbitrator (as described in R-38 of the AAA Rules) may order conservatory, interim, or emergency measures. R-37 (Interim Measures) and R-38 (Emergency Measures of Protection) will not apply.

(iii) **Service**. R-43 (Service of Notice and Communications) will not apply with regard to service of a Demand for Arbitration, which must be served in the same manner as is required to serve a summons and complaint under the Federal Rules of Civil Procedure.

(c) **Claims Not Subject to Arbitration**. The following Disputes will not be subject to arbitration under Section 8.08(b):

(i) The state and federal courts sitting in Wilmington, Delaware, will have exclusive jurisdiction over claims seeking to: (A) prohibit a party or its customers from manufacturing, using, selling, or importing that party's products; and (B) require a party to license any intellectual property rights. The parties consent to personal jurisdiction and venue in those courts.

(ii) Claims for misappropriation of trade secrets and breach of confidentiality obligations seeking injunctive or other non-monetary relief will not be subject to arbitration (as set forth in Section 8.08(a)) or escalation (as set forth in Section 8.08(b)) and may be brought in any court that has jurisdiction over the Parties.

(d) **Suspension**. During the pendency of the dispute resolution processes described in Sections 8.08(a) through (c), Intel will be entitled to suspend performance under this Agreement if and only if Mobileye fails to make timely payment of all amounts due for Services delivered hereunder; *provided* that Intel will not be permitted to suspend its performance if such failure is cured within thirty (30) days after Mobileye is notified of such failure to pay and a failure to pay (even if cured) does not occur more than three (3) times during any one (1)-year period of the term of this Agreement.

Section 8.09 Governing Law. Delaware and United States law governs this Agreement and any dispute arising out of or relating to it without regard to conflict of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).

Section 8.10 Severability. If any terms or other provision of this Agreement or the Schedules hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

Section 8.11 No Third-Party Beneficiary. Except as expressly set forth herein with respect to Affiliates of the Parties or with respect to Section 4.04, none of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person and no such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any Liability (or otherwise) against either Party hereto.

Section 8.12 Amendment. This Agreement may only be amended by a written agreement executed by both Parties hereto.

Section 8.13 Counterparts. This Agreement may be executed in one or more counterparts, and by any of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by .pdf, .tif, .gif or similar attachment to electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 8.14 Authority. Each of the Parties represent to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

INTEL CORPORATION

By: _____
Name:
Title:

MOBILEYE GLOBAL INC.

By: _____
Name:
Title:

Exhibit 10.4

EMPLOYEE MATTERS AGREEMENT

BETWEEN INTEL CORPORATION AND

MOBILEYE GLOBAL INC.

EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT, dated as of June [__], 2022, is between Intel Corporation, a Delaware corporation ("Intel"), and Mobileye Global Inc., a Delaware corporation ("Mobileye," with each of Intel and Mobileye a "Party," and together, the "Parties"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Master Transaction Agreement.

WHEREAS, Intel is, through direct and indirect wholly owned subsidiaries, the beneficial owner of all the issued and outstanding common stock of Mobileye;

WHEREAS Mobileye is engaged in the business of the development and deployment of advanced driver assistance systems and autonomous driving technologies and solutions, as more completely described in the IPO Registration Statement;

WHEREAS, Intel and Mobileye currently contemplate that Mobileye will consummate an IPO pursuant to the IPO Registration Statement;

WHEREAS, in furtherance of the foregoing, Intel and Mobileye have entered into a Master Transaction Agreement, dated as of _____, 2022 (the "Master Transaction Agreement"), and other specific agreements that will govern certain matters relating to the IPO and the relationship of Intel, Mobileye, and their respective Affiliated Companies following the IPO; and

WHEREAS, Intel and Mobileye have agreed to provide for the allocation between them of assets, liabilities, and responsibilities with respect to certain employees and employee compensation and benefit plans, programs and matters.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions, covenants and provisions of this Agreement, Intel and Mobileye mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement the following terms shall have the meanings set forth in this Section 1. Capitalized terms used herein but not defined shall have the meaning set forth in the Master Transaction Agreement:

1.1 "Agreement" means this Employee Matters Agreement.

1.2 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax law, and the regulations promulgated thereunder.

1.3 "Employee Records" means all personnel files of the Mobileye Transfer Employees other than any performance-related information related to the Mobileye Transfer Employees (whether included or retained outside of each such individual's personnel files).

1.4 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and the regulations promulgated thereunder.

1.5 "Former Intel Employee" means any (a) Mobileye Offer Employee or (b) Mobileye Transfer Employee who does not object to the transfer of employment to Mobileye Germany GmbH in accordance with applicable law.

1.6 "Germany" means the Federal Republic of Germany.

1.7 "Immigration Rights" means the rights, duties and Liabilities of the Intel Group, Moovit App Global Ltd. or Moovit, Inc. (a) in connection with the submission of petitions to the United States Citizenship and Immigration Service prior to the Mobileye Start Date requesting the grant of employment-based non-immigrant and immigrant visa benefits on behalf of Former Intel Employees who are foreign nationals working in the United States, (b) from and after the Mobileye Start Date relating to the immigration status of the Former Intel Employees and (c) in regards to all immigration-related rights, duties, and Liabilities of Moovit App Global Ltd., Moovit, Inc. or its or their Subsidiaries regardless of when arising.

1.8 "Intel" is defined in the recitals to this Agreement.

1.9 "Intel Aligned Employee" means any individual whose name is set forth on Schedule 1.9 hereto.

1.10 "Intel Employee" means any individual who is either actively employed by or then on a leave of absence from Intel or an Intel Entity, but does not include any Former Intel Employee.

1.11 "Intel Entity" means any entity that is, at the time relevant to the applicable provision of this Agreement, an Affiliated Company of Intel, except that the term "Intel Entity" shall not include Mobileye or a Mobileye Entity.

1.12 "Intel Plan" means all employee benefit plans (as defined in Section 3(3) of ERISA, whether or not such plans are subject to ERISA) and all compensation, bonus, stock option, stock purchase, restricted stock, equity, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, gratuity, termination indemnity or other benefit plans, programs, policies, practices, contracts, agreements or arrangements, whether collective or individually agreed, and all employment, consulting, termination, severance, savings plans, profit sharing or other contracts or agreements with or covering (including eligibility to participate) any Intel Employee, to which any Intel Employee and an Intel Entity are parties or which are maintained, contributed to or sponsored by an Intel Entity for the benefit of any current or former employees of Intel or an Intel Entity (or the dependent or beneficiary thereof), or with respect to which Intel or any Intel Entity has or may have any Liability or obligation with respect to current or former employee of an Intel Entity.

1.13 "Intel 401(k) Plan" means the Intel Corporation 401(k) Savings Plan.

1.14 "Mobileye Employee" means any individual who, as of the IPO Date, is either actively employed by or then on a leave of absence from Mobileye or a Mobileye Entity.

1.15 "Mobileye Entity" means Mobileye and any subsidiary of Mobileye, including, without limitation, Moovit App Global Ltd., Moovit, Inc. or its or their subsidiaries.

1.16 "Mobileye Offer Employee" means any Intel Aligned Employee who was or is offered employment or an engagement by a Mobileye Entity in connection with the transactions contemplated by the Master Transaction Agreement and the IPO who accepted or accepts such offer of employment or engagement and has commenced or commences employment or an engagement with a Mobileye Entity.

1.17 "Mobileye Plan" means all employee benefit plans (as defined in Section 3(3) of ERISA, whether or not such plans are subject to ERISA) and all compensation, bonus, stock option, stock purchase, restricted stock, equity, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, gratuity, termination indemnity or other benefit plans, programs, policies, practices, contracts, agreements or arrangements, whether collective or individually agreed, and all employment, consulting, termination, severance, savings plans, profit sharing or other contracts or agreements with or covering (including eligibility to participate) any Mobileye Employee, to which any Mobileye Employee and a Mobileye Entity are parties or which are maintained, contributed to or sponsored by a Mobileye Entity for the benefit of any current or former employees of Mobileye or a Mobileye Entity (or the dependent or beneficiary thereof), or with respect to which Mobileye or any Mobileye Entity has or may have any Liability or obligation with respect to current or former employee of a Mobileye Entity.

1.18 "Mobileye Start Date" means the date on which a Former Intel Employee became or becomes employed or engaged by a Mobileye Entity.

1.19 "Mobileye Transfer Employee" means any Intel Aligned Employee located in Germany whose employment has transferred automatically or will transfer automatically, by operation of law pursuant to section 613a of the German Civil Code, to Mobileye Germany GmbH, in connection with the transactions contemplated by the IPO, subject to the respective employee's right to object to the transfer of his or her employment. For the avoidance of doubt, Mobileye Transfer Employees shall not include any such Intel Aligned Employee who objected or objects to his or her transfer of employment to Mobileye Germany GmbH.

1.20 "Other Intel Employee" means any individual whose name is set forth on Schedule 1.20 hereto, which as of the date hereof includes eight (8) employees in the aggregate currently located in China, France, Israel, Italy, Malaysia and the United States, as such list may be amended from time to time by mutual agreement of the Parties.

1.21 "Participating Company" means (a) Intel, (b) any Person (other than an individual) that Intel has approved as a participating employer or sponsor, and which is participating in an Intel Plan, and (c) any Person (other than an individual) which, by the terms of such plan, participates in such Intel Plan.

1.22 "Personal Data" means information that (a) identifies or can be used to identify an individual (including names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers) or (b) can be used to authenticate an individual (including employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

1.23 "Processing" means, with respect to Personal Data, acquisition, access, collection, use, handling, storage, maintenance, protection, retention, disclosure, transfer, destruction or disposal.

1.24 "Stock Compensation Recharge Agreement" means that certain stock compensation recharge agreement between Intel and certain Affiliated Companies of Intel, including the Mobileye Entities.

ARTICLE II

GENERAL PRINCIPLES

2.1 Conveyance of Employee Records. On the terms and subject to the conditions set forth in this Agreement, Intel shall assign, transfer, convey and deliver, and shall cause any other Intel Entity to assign, transfer, convey and deliver, all right, title and interest in and to the Employee Records, to the extent permitted by applicable law, to Mobileye or any other Mobileye Entity designated by Mobileye for such transfer; provided, however, that Intel shall be permitted to retain copies (or, where required by applicable law, originals) of all personnel, employee compensation, medical and benefits and labor relations records constituting Employee Records to the extent an Intel Entity is required or allowed by applicable law to retain such information.

2.2 Assumption and Retention of Liabilities by Mobileye. Except as otherwise explicitly provided herein, Mobileye shall retain or assume and agree to pay, perform, fulfill, and discharge, as the case may be, (a) all Liabilities and obligations under Mobileye Plans regardless of when arising or accrued, (b) all employment, service and termination-related Liabilities and obligations with respect to (i) all Mobileye Transfer Employees (and their dependents and beneficiaries) for all periods of employment with an Intel Entity or a Mobileye Entity, (ii) all Mobileye Offer Employees in jurisdictions other than China (and their dependents and beneficiaries) for all periods of employment or engagement with a Mobileye Entity commencing on the applicable Mobileye Start Date, (iii) all Mobileye Offer Employees in China (and their dependents and beneficiaries) (A) for all periods of employment or engagement with an Intel Entity or a Mobileye Entity in regards to recognizing continuity of service for purposes of statutory severance (to the extent an employee is entitled to such severance payment on a per case basis), provided that such employee shall not receive a duplication of benefits in connection with the applicable Mobileye Start Date and (B) for all periods of employment or engagement with a Mobileye Entity commencing on the applicable Mobileye Start Date in regards to all other Liabilities or obligations, (iv) all employees of Mobileye or a Mobileye Entity who are not Former Intel Employees (and their dependents and beneficiaries) and all former employees of Mobileye or a Mobileye Entity (and their dependents and beneficiaries) for all periods of employment with Mobileye or a Mobileye Entity, and (v) any Person who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other similar direct contractual relationship with Mobileye or a Mobileye Entity for all periods of employment or engagement with a Mobileye Entity, and (c) all Immigration Rights to the extent permitted by applicable law. Notwithstanding the foregoing, Section 2.2(b) shall not apply to any former employee of an Intel Entity who becomes employed by a Mobileye Entity, unless (x) such employee is listed as an Intel Aligned Employee on Schedule 1.9 hereto as of the date of this Agreement or (y) the Parties mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed) to add such employee to the list of Other Intel Employees on Schedule 1.20 hereto following the date of this Agreement.

2.3 Assumption and Retention of Liabilities by Intel. Except as otherwise explicitly provided herein, Intel shall retain and agree to pay, perform, fulfill and discharge, as the case may be (a) all Liabilities and obligations under the Intel Plans regardless of when arising or accrued, and (b) all employment, service and termination-related Liabilities and obligations with respect to (i) all Intel Employees (and their dependents and beneficiaries), (ii) all former employees of Intel or an Intel Entity (and their dependents and beneficiaries), other than any Liabilities or obligations assumed by Mobileye or a Mobileye Entity pursuant to Section 2.2 above, (iii) any Other Intel Employee (and their dependents and beneficiaries) for all periods of employment prior to such individual's Mobileye Start Date (to the extent applicable) except as otherwise provided in Section 2.2 above with respect to Mobileye Offer Employees in China (to the extent such individual receives and accepts an offer from Mobileye) and (iv) any Person who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker or non-payroll worker or in any other contractual relationship with Intel or an Intel Entity for all periods of employment or engagement with an Intel Entity, other than any Liabilities or obligations assumed by Mobileye or a Mobileye Entity pursuant to the Administrative Services Agreement or any another agreement between the Parties. Intel acknowledges and agrees that it has paid to each Mobileye Offer Employee all amounts owed to such employee from Intel as of his or her Mobileye Start Date pursuant to the employee's Intel employment contract, an Intel Plan or applicable law, including amounts, if any, relating to severance (excluding Mobileye Offer Employees in China), accrued pension and accrued vacation.

2.4 Assumption and Retention of Liabilities Related to Actions. In the event of any actual or threatened Action brought by or on behalf of any Former Intel Employee alleging a violation of any applicable law governing employment based on acts or omissions that occurred prior to and after the applicable Mobileye Start Date, the portion of Liability in respect of the period prior to the applicable Mobileye Start Date will be assumed by Intel, and the portion of Liability in respect of the period on and after the applicable Mobileye Start Date will be assumed by Mobileye; provided, however, that Intel shall be liable solely for such Liabilities as calculated on the basis of the existing Liability as would have been payable at the applicable Mobileye Start Date, including, without limitation for the purpose of calculating such Liabilities, taking into account the impacted Employees' level of compensation and length of service solely as of the applicable Mobileye Start Date and not taking into account any subsequent increases in compensation or length of service. Each Party shall promptly notify the other Party of any actual or threatened Action described herein. Unless mutually agreed otherwise by the Parties, on a case-by-case basis, Intel shall have the right to control the defense of any Action described herein, at its own cost, risk and expense, with counsel reasonably satisfactory to Intel for so long as the Intel Group holds in any manner at least fifty percent (50%) of the Shares. In the event the Intel Group no longer holds in any manner at least fifty percent (50%) of the Shares, the Parties shall mutually agree on whether Intel or Mobileye will have the right to control the defense of an Action at such Party's own cost, risk and expense and with counsel reasonably satisfactory to such Party; provided that, if Intel assumes control of the defense of any Action described herein, Intel shall (a) upon Mobileye's reasonable request, consult with Mobileye with respect to significant matters relating thereto and (b) keep Mobileye reasonably informed of the progress of the defense, potential compromise or settlement of any such Action. Each Party agrees to cooperate with the other Party and its counsel in the defense of any such Action. The Party handling the defense shall be entitled to compromise or settle any such Action, which compromise or settlement shall be made only with the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

2.5 Former Intel Employees.

(a) Other Intel Employees. No Other Intel Employee shall become an employee of or engaged by Mobileye or a Mobileye Entity unless and until such time as the Parties agree upon the terms and conditions of employment or an engagement with Mobileye or a Mobileye Entity, subject to any rights under applicable law of such Other Intel Employee other than with respect to the Other Intel Employee in row [__] of Schedule 1.20, whose terms and conditions of employment with Mobileye or a Mobileye Entity shall be determined at the sole discretion of Mobileye or a Mobileye Entity, if and as applicable. Unless and until such time as the terms and conditions of employment or an engagement is mutually agreed upon, an Intel Entity will continue to employ (or engage) and compensate the Other Intel Employees as determined by Intel in its sole discretion, and Mobileye or a Mobileye Entity shall continue to compensate Intel for such services in the same manner and to the same extent as immediately prior to the IPO Date, subject to the existing arrangements in effect with respect to such Other Intel Employees as such arrangements may be amended from time to time; provided, however, that nothing herein shall in any way limit or restrict Intel or any other Intel Entity's right to terminate the employment or engagement of any Other Intel Employee at any time and for any reason.

(b) Mobileye Transfer Employees. The Parties acknowledge and agree that the employment of the Mobileye Transfer Employees did not or will not be terminated, as the case may be, upon the Mobileye Start Date, but rather the rights, powers, duties, Liabilities and obligations of the applicable employing Intel Deutschland GmbH, under the contracts of employment of such employees (except for any Liabilities (i) which are expressly prohibited from transfer under applicable law or (ii) for which it has been agreed with Intel Deutschland GmbH's company works council (Gesamtbetriebsrat) in connection with the compromise of interests (Interessenausgleich) that they do not transfer and such non-transfer has been accepted by the respective Mobileye Transfer Employee) in force immediately before the Mobileye Start Date shall have the effect as if such contracts were originally agreed with the employing Mobileye Entity, in accordance with applicable laws. Further, the Parties acknowledge and agree that the employment of the Mobileye Transfer Employees transferred to, or will transfer to, Mobileye Germany GmbH effective as of the applicable Mobileye Start Date in accordance with section 613a German Civil Code (Bürgerliches Gesetzbuch, "BGB").

(i) The Parties acknowledge and confirm that (A) Intel Deutschland GmbH has concluded a compromise of interests (Interessenausgleich) with its company works council (Gesamtbetriebsrat) in relation to the separation of the relevant business and the transfer of the Mobileye Transfer Employees from Intel Deutschland GmbH to Mobileye Germany GmbH and (B) an information letter has been prepared in compliance with section 613a para. (5) BGB, approved by the Parties and has been, or will be, duly delivered to all Mobileye Transfer Employees. Mobileye undertakes to ensure that the employment of the Mobileye Transfer Employees will be handled as described in the compromise of interests and in the information letter pursuant to section 613a para. (5) BGB as of and after the Mobileye Start Date.

(ii) Intel hereby agrees to and shall compensate Mobileye, in accordance with the terms and conditions described herein, for Intel Deutschland GmbH pension Liabilities in an amount equal to the value of Intel Deutschland GmbH pension Liabilities, valued as of the Mobileye Start Date in accordance with the accounting principles, mortality rates (if applicable), interest rates and other calculation parameters, as shall be mutually agreed upon between the Parties, taking into account the parameters used by Intel Deutschland GmbH for its most recent annual accounts prior to the Mobileye Start Date. Intel shall provide Mobileye with the relevant valuation within 60 days after the Mobileye Start Date. The compensation shall, within 30 days after the delivery of the valuation, , will be made as mutually agreed upon between the Parties, either by way of a cash payment from Intel to Mobileye or from a trustee acting on behalf of an Intel Entity based on a contractual trust arrangement to Mobileye or to a trustee acting on behalf a Mobileye entity, provided that Intel shall be entitled to request from Mobileye the set-up of one or more contractual trust arrangements with an equivalent level of protection (gleichwertige Sicherung) compared to the contractual trust arrangements in place at the relevant Intel Entity, or in any other method agreed by the Parties. In addition, Intel agrees to and shall compensate Mobileye for all amounts owed to such employee from Intel as of his or her Mobileye Start Date pursuant to the employee's Intel employment contract, an Intel Plan or applicable law, including without limitation, amounts, if any, relating to severance, and accrued vacation, overtime and flex-time, provided, however, that Intel shall be liable solely up to the existing Liability as would have been payable at the applicable Mobileye Start Date, taking into account for purposes of calculating such Liabilities, any decreases in compensation by Mobileye that decrease the value of the Liabilities and not taking into account any subsequent increases in compensation or the length of service, solely to the extent the impacted employee does not use such accrued vacation, overtime or flex-time prior to the date of their employment termination. The Parties acknowledge and agree that this Section 2.5(c)(ii) is the exclusive remedy with respect to the transferred company pension Liabilities described herein and that no other or additional compensation or indemnification shall be provided by Intel or an Intel Entity with regards thereto.

(iii) To the extent Mobileye Transfer Employees have entitlements under direct insurance arrangements (Direktversicherungen) as part of their employment at Intel Deutschland GmbH, the Parties undertake to take all steps necessary in order to transfer such direct insurance arrangement from Intel Deutschland GmbH to Mobileye Germany GmbH with effect as of the Mobileye Start Date with discharging effect for Intel Deutschland GmbH.

(c) Foreign National Employees. Mobileye shall, or shall cause a Mobileye Entity to, employ the Former Intel Employees who are foreign nationals working in the United States under terms and conditions such that Mobileye or the applicable Mobileye Entity will be considered the successor employer for U.S. immigration purposes.

(d) Mobileye Offer Employees in China. Intel agrees to and shall compensate Mobileye for all statutory severance amounts owed to any such Mobileye Offer Employee in China as of his or her Mobileye Start Date pursuant to the employee's Intel employment contract, an Intel Plan or applicable law, that were not previously paid to such employee; provided, however, Intel shall be liable solely up to the lesser of (a) the existing Liability as would have been payable at the applicable Mobileye Start Date, including, without limitation, for the purpose of calculating such Liabilities, taking into account the impacted employees' level of compensation and length of service solely as of the applicable Mobileye Start Date and not taking into account any subsequent increases in compensation or length of service and (b) the amount of Liability actually incurred by Mobileye with respect to such employee's period of employment with an Intel Entity prior to his or her Mobileye Start Date.

2.6 Notice and Consultation Obligations. The Parties agree to, and to cause their Affiliated Companies to, cooperate and use reasonable efforts to comply with any and all obligations and requirements under applicable law to notify and/or consult with any Other Intel Employee, Mobileye Transfer Employee, other affected employee or any union, labor organization or works council representing any such individual, if any, in connection with the transactions contemplated by this Agreement, the Master Transaction Agreement and agreements related thereto.

2.7 WARN Act. The Parties agree to, and to cause their Affiliated Companies to, cooperate and use reasonable efforts to comply with preparing and delivering any notices required or potentially required pursuant to the Worker Adjustment and Retraining Notification Act of 1988 and any similar state, local or foreign law in connection with the transactions contemplated by this Agreement.

ARTICLE III

EQUITY COMPENSATION AND OTHER BENEFIT PLAN MATTERS

3.1 Intel Equity Awards. All Remaining Intel Awards shall be treated pursuant to the terms of Section 3.8 of the Master Transaction Agreement; provided that the Parties shall continue to be obligated under, and subject to the terms of, the Stock Compensation Recharge Agreement with respect to the Remaining Intel Awards.

3.2 Intel Employee Stock Purchase Plan. Intel shall take such actions as are necessary or appropriate to cause Mobileye and each Mobileye Entity to cease to be participating entities in the Intel Corporation 2006 Employee Stock Purchase Plan (the "Intel ESPP") effective as of the IPO Date and the cash balance in the accounts of all Mobileye Employees shall be administered in accordance with the terms of the Intel ESPP.

3.3 Cessation of Active Participation in Intel Plans. Intel shall take such actions as are necessary or appropriate to cause each Former Intel Employee to cease to actively participate in the Intel Plans effective as of the applicable Mobileye Start Date or if provided for under the terms of the applicable Intel Plan, effective as of the end of the month in which the applicable Mobileye Start Date occurs; provided that, any such Former Intel Employee who was an Eligible Employee in the Intel 401(k) Savings Plan immediately prior to their Transfer Date (as the term "Eligible Employee" is defined in the Intel 401(k) Savings Plan) may be eligible to receive from Intel, on its expense the "true-up" Matching Contribution contemplated therein, subject in each case to the terms and conditions of the Intel 401(k) Savings Plan.

ARTICLE IV

GENERAL AND ADMINISTRATIVE

4.1 Sharing of Participant Information. Intel shall cause each applicable Intel Entity to share, and Mobileye shall cause each applicable Mobileye Entity to share, with each other and their respective agents and vendors (and without obtaining releases unless otherwise required by applicable law) all participant information necessary for the efficient and accurate administration of each of the Intel Plans and the Mobileye Plans, provided that the sharing of such information (and the manner in which such information is shared) complies with applicable laws, contractual obligations, self-regulatory standards, or written policies or terms of use of an Intel Entity or a Mobileye Entity which are related to privacy, data protection or the Processing of Personal Data. Intel and Mobileye and their respective authorized agents shall, subject to applicable laws on confidentiality, be given reasonable and timely access to, and may make copies of, all information relating to the subjects of this Agreement in the custody of the other party, to the extent necessary for such administration. Until the consummation of the IPO, all participant information shall be provided in the manner and medium applicable to Participating Companies in the Intel Plans generally, and thereafter until the time at which the Parties subsequently determine, all participant information shall be provided in a manner and medium that are compatible with the data processing systems of Intel as in effect as of the consummation of the IPO, unless otherwise agreed to by Intel and Mobileye.

4.2 Confidentiality and Proprietary Information. No provision of the Master Transaction Agreement or this Agreement shall be deemed to release any individual for any violation of any agreement or policy pertaining to confidential or proprietary information of any Intel or any of its Affiliated Companies or Mobileye or any of its Affiliated Companies, respectively, or otherwise relieve any individual of his or her obligations under any such agreements or policies.

4.3 Non-Termination of Employment; No Third Party Beneficiaries. No provision of this Agreement or the Master Transaction Agreement shall be construed to (a) create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any future, present, or former employee of Intel, an Intel Entity, Mobileye, or a Mobileye Entity under any Intel Plan or Mobileye Plan or otherwise or (b) to be for the benefit of or otherwise enforceable by employee, creditor or any other third party. Without limiting the generality of the foregoing: (x) except as expressly provided in this Agreement, neither the occurrence of the consummation of the IPO nor any termination of the Participating Company status of Mobileye or a Mobileye Entity shall cause any employee to be deemed to have incurred a termination of employment which entitles such individual to the commencement of benefits under any of the Intel Plans; (y) except as expressly provided in this Agreement, nothing in this Agreement shall preclude Mobileye or any Mobileye Entity, at any time after the consummation of the IPO, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Mobileye Plan, any benefit under any Mobileye Plan or any trust, insurance policy or funding vehicle related to any Mobileye Plan; and (z) except as expressly provided in this Agreement, nothing in this Agreement shall preclude Intel or any Intel Entity, at any time prior to or after the consummation of the IPO, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Intel Plan, any benefit under any Intel Plan or any trust, insurance policy or funding vehicle related to any Intel Plan.

4.4 Fiduciary Matters. Intel and Mobileye each acknowledge that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable law, and no party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination that to do so would violate such a fiduciary duty or standard. Each party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release the other party for any Liabilities imposed on such party pursuant to the provisions of this Agreement by the failure to satisfy any such responsibility.

4.5 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party (such as a vendor) and such consent is withheld, Intel and Mobileye shall use commercially reasonable efforts to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, Intel and Mobileye shall negotiate in good faith to implement the provision in a mutually satisfactory manner. The phrase "commercially reasonable efforts" as used herein shall not be construed to require the incurrence of any non-routine or unreasonable expense or liability or the waiver of any right.

4.6 Cooperation. The Parties agree to, and to cause their Affiliated Companies to, cooperate and use reasonable efforts to promptly (a) comply with all requirements of this Agreement, ERISA, the Code and other laws which may be applicable to the matters addressed herein, and (b) subject to applicable law, provide each other with such information reasonably requested by the other party to assist the other party in administering its plans and programs, pursuing or defending any actual or threatened Action relating to or otherwise involving any Former Intel Employee, and complying with applicable law and regulations and the terms of this Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Limitation of Liability. IN NO EVENT SHALL ANY MEMBER OF THE INTEL GROUP OR MOBILEYE GROUP BE LIABLE TO ANY OTHER MEMBER OF THE INTEL GROUP OR MOBILEYE GROUP FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT LIMIT EACH PARTY'S INDEMNIFICATION OBLIGATIONS FOR LIABILITIES AS SET FORTH IN THE MASTER TRANSACTION AGREEMENT OR IN ANY INTER-COMPANY AGREEMENT.

5.2 Entire Agreement. This Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof and thereof.

5.3 Governing Law and Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and shall be governed by the laws of State of Delaware applicable to contracts made and to be performed entirely in such State (without giving effect to the conflicts of laws provisions thereof).

5.4 Termination; Amendment. This Agreement may be terminated or amended by and in the sole discretion of Intel, without the approval of Mobileye, at any time prior to the IPO. This Agreement may be terminated or amended at any time after such date by mutual consent of Intel and Mobileye, evidenced by an instrument in writing signed on behalf of each of the Parties. In the event of termination pursuant to this Section 5.5, no Party shall have any Liability of any kind to the other Party, except for any rights that will have accrued to the benefit of a Party prior to such termination.

5.5 Notices. All notices, requests, demands and other communications under this Agreement shall, except to the extent expressly provided to be oral, be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as DHL or Federal Express), upon receipt of proof of delivery on a Business Day before 5:00 p.m. in the time zone of the receiving Party, otherwise upon the following Business Day after receipt of proof of delivery; (c) if sent by e-mail including by a .pdf, .tif, .gif, .jpeg or similar electronic attachment on a Business Day before 5:00 p.m. in the time zone of the receiving Party, when transmitted; (d) if sent by e-mail including by a .pdf, .tif, .gif, .jpeg or similar electronic attachment on a day other than a Business Day or after 5:00 p.m. in the time zone of the receiving Party, on the following Business Day; and (e) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any Party shall provide by like notice to the other Parties:

if to Intel:

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95054

Attention: General Counsel

with a copy to (which copy shall not constitute notice):

[●]
Email: ****

[●]
Email: ****

if to Mobileye:

Mobileye Global Inc.
c/o Mobileye B.V.
Har Hotzvim, 13 Hartom Street
P.O. Box 45157 Jerusalem 9777513, Israel

Attention: General Counsel

5.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

5.7 Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be enforced separately by each member of the Intel Group and each member of the Mobileye Group. Neither party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; provided, however, either party may assign this Agreement to a successor entity in conjunction with such party's reincorporation in another jurisdiction or into another business form.

5.8 Severability. If any term or other provision of this Agreement or the Schedules attached hereto is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

5.9 Failure or Indulgence not Waiver; Remedies Cumulative. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement or the Schedules attached hereto are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.10 Authority. Each of the Parties hereto represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

5.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The headings contained in this Agreement, in any Schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Schedule but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. For the purposes of this Agreement: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms "Article," "Section," "Schedule," "Exhibit" and paragraph are references to the Articles, Sections, Schedules, Exhibits and paragraphs to or of this Agreement unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement; (iv) references to "$" shall mean U.S. dollars; (v) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (vi) the word "or" shall not be exclusive; (vii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not (unless the context demands otherwise) mean simply "if"; (viii) references to "written" or "in writing" include in electronic form; (ix) provisions shall apply, when appropriate, to successive events and transactions; (x) Mobileye and Intel have each participated in the negotiation and drafting of this Agreement, and, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (xi) a reference to any Person includes such Person's successors and permitted assigns; (xii) any reference to "days" means calendar days unless Business Days are expressly specified; (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded; (xiv) unless otherwise stated in this Agreement, references to any contract are to that contract as amended, modified or supplemented from time to time in accordance with the terms thereof; (xv) the word "shall" shall have the same meaning as the word "will"; (xvi) the word "any" shall mean "any and all"; and (xvii) the term "ordinary course of business" (or any phrase of similar import) shall mean "ordinary course of business, consistent with past practice."

IN WITNESS WHEREOF, the Parties have caused this Employee Matters Agreement to be duly executed as of the day and year first above written.

INTEL CORPORATION

Name:
Title:

MOBILEYE GLOBAL INC.

Name:
Title:

Schedule 1.9

List of Intel Aligned Employees

Schedule 1.20

List of Other Intel Employees

Exhibit 10.5

TECHNOLOGY AND SERVICES AGREEMENT

This Technology and Services Agreement (the "**Agreement**") is entered into as of the date of the last signature to it and is effective as of **[●]** ("**Effective Date**") between Intel Corporation, a company established and existing under the laws of Delaware and the United States ("**Intel**"), and Mobileye Vision Technologies Ltd., a company established and existing under the laws of the State of Israel ("**Mobileye**"). Intel and Mobileye are each referred to in this Agreement as a "party" and, collectively, the "parties."

BACKGROUND

The parties contemplate that Mobileye Global Inc., the indirect parent of Mobileye, will make an initial public offering of its Class A common stock pursuant to a Registration Statement on Form S-1 under the Securities Act of 1933, as amended.

After this initial public offering, the parties will continue to collaborate on technical development projects under the terms of this Agreement. Intel will also provide additional services to Mobileye and its Affiliates, including for payment.

This Agreement provides a framework for, and describes how the parties will allocate ownership of new technology resulting from, these technical development projects and services. It will replace the Mobileye and Intel Development and Reimbursement Agreement dated 3 December 2018 ("**DRA**") which will be terminated by separate agreement executed on or around the date of execution of this Agreement. Projects for development and manufacturing relating to LiDAR will be done by the parties solely under the LiDAR Product Collaboration Agreement, executed on or around the date of execution of this Agreement (**"LiDAR Product Collaboration Agreement"**).

Mobileye and its Affiliates also have hired certain former Intel radar engineers. Intel is licensing intellectual property rights to certain radar technology, including the rights to certain technology created by those engineers, to Mobileye to allow Mobileye to work on Mobileye Sensor Products as detailed herein.

ATTACHMENTS

The following attachments are incorporated into this Agreement.

Schedule 1	Definitions
Exhibit A	SOW Template
Exhibit B	Invention Tracking Document Information
Exhibit C	Intel Lidar and Radar Technology
Exhibit D	Intel Fundamental Technology Areas
Exhibit E	Lidar and Radar Patents
Exhibit F	Patent Litigation Defense Assistance
Exhibit G	Radar Patents
Exhibit H	BSR Specification

AGREEMENT

The parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement not otherwise defined above or in Sections 2 to 18 below, are defined in Schedule 1.

2. **Collaborative Work and Services.**

2.1. **Collaborative work.** The parties will describe the collaborative projects in one or more mutually agreed statements of work, which must be signed by the authorized representatives of each party, and substantially in the form of Exhibit A.

2.2. **Services.** The SOW will also include the Services and Deliverables to be provided by each party. Intel also may license software or loan hardware related to the Services to Mobileye and its Affiliates under separate written agreements.

2.3. **Performance Standards.** Each party will use Reasonable Efforts to perform the work and complete their obligations under all SOWs according to prescribed milestones or other time schedules in each SOW.

2.4. **Third-Party Licenses for Services**. If a party is required to license third-party technology to perform its Services, it will use Reasonable Efforts to obtain such third-party licenses. The party receiving those Services will reimburse the licensing party for any costs and expenses for those third-party licenses that are agreed between the parties. A party is not required to perform Services to the extent that it is unable to acquire any necessary third-party licenses using Reasonable Efforts or if reimbursement of the costs and expenses for the necessary third party license has not been agreed by the parties.

2.5. **Third Party Licenses**.

2.5.1. Mobileye acknowledges Intel is not providing Mobileye with a right to use or a license to third-party Technology under this Agreement, unless specified in an SOW, and that it is Mobileye's responsibility to obtain appropriate licenses or agreements from third parties directly for its use.

2.5.2. Notwithstanding Section 2.5.1 and Section 2.4, Intel may from time to time have in place agreements with third party licensors that allow its Subsidiaries to use the licensed Technology at no additional cost to Intel, and Intel may make such third-party licensed Technology available to Mobileye (so long as Mobileye is an Intel Subsidiary) for the purposes of this Agreement.

2.6. **Third Party License Compliance.** If Intel provides third-party licensed Technology, Mobileye will comply with the third-party license requirements. Mobileye will execute separate agreements as necessary to comply with such third-party licenses.

2.7. **Facility Access**. Each party will grant, and cause its Affiliates to grant, (in each case, in its sole discretion), the other party reasonable access to their facilities that are reasonably necessary for the performance of the other party's obligations under this Agreement.

2.8. **Personnel**. Each party has sole discretion in hiring and assigning its Personnel. Prior to performing any work in connection with this Agreement, all Personnel must sign a confidentiality agreement at least as restrictive as the CNDA. Each party is responsible for:

2.8.1. the acts and omissions of its Personnel while performing work in connection with this Agreement, including any unauthorized use or disclosure of Confidential Information;

2.8.2. compensating its Personnel;

2.8.3. supervising the performance of its Personnel; and

2.8.4. ensuring that its Personnel abide by all facility policies and procedures of the other party.

2.9. **Subcontractors.**

2.9.1. Each party may permit its subcontractors (including OEMs) and agents (provided they are bound by equivalent confidentiality undertakings) to:

(a) do work on its behalf under this Agreement; and

(b) exercise, on its behalf, its rights under any license granted under this Agreement.

2.9.2. Each party will remain responsible for all acts and omissions of its subcontractors and agents as if they were its own.

2.10. **Intel Aligned Employees**.

2.10.1. The Intel Aligned Employees may perform work for Mobileye under an SOW, and the costs of the Intel Aligned Employees will be paid for in accordance with the provisions agreed in an SOW.

2.10.2. For the purposes of allocation of new Project IPR under Section 5 of this Agreement, Intel Aligned Employee-Created Technology (as defined in this Section 2.10) will be deemed to have been Created by Mobileye. For all other purposes (such as, work not done under an SOW, continued employment, compensation, and benefits, etc.), Intel Aligned Employees are Intel Personnel.

2.10.3. To effectuate the allocation of Project IPR as set forth in this Section 2.10, Intel, on behalf of itself and its Intel Aligned Employees hereby assigns and agrees to assign to Mobileye the Intel Aligned Employee IPR to the Intel Aligned Employee-Created Technology, without any duty of accounting, and without any duty to obtain Intel's consent or to pay any royalties to Intel to exploit, license, or enforce such rights. Final ownership of Project IPR to Project Technology created by Intel Aligned Employees will be allocated under Section 5. In this Section 2.10, **"Intel Aligned Employee IPR"** means the Project IPR that Intel owns solely by virtue of its employment agreements with the Intel Aligned Employees, and **"Intel Aligned Employee-Created Technology"** means Project Technology (other than Intel Radar Technology) created by the Intel Aligned Employees to Mobileye while assigned to work for Mobileye.

3. **Payment Terms**.

3.1. **Invoicing.** Intel may invoice Mobileye for the Fees and other costs payable under this Agreement on or at any time after the date Intel begins provision of the Services.

3.2. **Payment.** Unless otherwise set out in an SOW, all amounts invoiced by Intel are due paid at Intel's bank within 30 days from the date of invoice, without any offset, counterclaim, holdback, or deduction.

4. **Ownership of Background IPR and Property**.

4.1. **Background IPR and DRA.** Other than as effected by Section 9.3, nothing in this Agreement:

4.1.1. assigns or transfers any ownership interest in a party's Background IPR; or

4.1.2. affects any rights that accrued to a party under the DRA prior to its termination.

4.2. **Physical property.** Nothing in this Agreement transfers a party's ownership of any physical property that it discloses or provides to the other party under this Agreement.

5. **Project Technology IPR Allocation.**

5.1. **Intel Core Technology.** Intel solely owns all Project IPR to Intel Core Technology.

5.1.1. **Assignment**. Mobileye, on behalf of itself, its Affiliates, and its Personnel, hereby assigns and agrees to assign to Intel all its and their right, title, and interest to Project IPR to Intel Core Technology without any duty of accounting, and without any duty to obtain the consent of or to pay any royalties to Mobileye or its Affiliates to exploit, license, or enforce such rights. This assignment does not include any Mobileye Background IPR. Section 5.3 provides specific circumstances pursuant to which Intel will re-assign to Mobileye certain Project IPR that Mobileye initially assigns to Intel under this Section 5.1.1.

5.1.2. **License to Non-Assignable IPR.** If Mobileye, its Affiliates, or its Personnel own Project IPR to Intel Core Technology that cannot be assigned for any reason to Intel, Mobileye, on behalf of itself, its Affiliates, and its Personnel, hereby grant to Intel and its Affiliates, a world-wide, perpetual, irrevocable, non-terminable, royalty-free, fully paid-up, exclusive (including as to Mobileye), sublicensable, transferable license under its and their unassigned Project IPR to Intel Core Technology to use, disclose, modify, distribute, perform, display, make, have made, license, offer to sell, sell, import, and otherwise dispose of Intel Core Technology.

5.2. **General Project Technology.**

5.2.1. **Mobileye Solely-Created General Project Technology.** Mobileye solely owns all Project IPR to General Project Technology that is Solely-Created by its Personnel.

5.2.2. **Intel Solely-Created General Project Technology.** Intel solely owns all Project IPR to General Project Technology that is Solely-Created by its Personnel. Section 5.3 provides specific circumstances pursuant to which Intel will re-assign to Mobileye certain Project IPR that Mobileye initially assigns to Intel under this Section 5.2.2.

5.2.3. **Ownership of General Project Technology Patent Rights**. The parties will meet as necessary to allocate ownership of Patent Rights to Jointly-Conceived Project Inventions that are General Project Technology by the following selection process. Upon submission of an Invention disclosure for a Jointly-Conceived Project Invention that is General Project Technology, the parties will determine which party will select the first Jointly-Conceived Project Invention. The parties will alternate turns to select subsequent Jointly-Conceived Project Inventions that are General Project Technology until all are selected, such selections to be completed by no later than 6 months after the end of the Term.

5.2.4. **Assignment**. The Non-Selecting Party, on behalf of itself, its Affiliates and its Personnel, hereby assigns and agrees to assign to the Selecting Party all its and their right, title, and interest in the Project Patent Rights in the Project Invention selected by the Selecting Party under Section 5.2.3, without any duty of accounting, and without any duty to obtain the Non-Selecting Party's consent or to pay any royalties to the Non-Selecting Party to exploit, license, or enforce such rights. The Selecting Party will exclusively own all Project Patent Rights in the Project Invention selected under Section 5.2.3.

5.2.5. **Ownership of Other General Project IPR**. The parties will jointly own the Copyrights and Trade Secret Rights in General Project Technology that is not Solely-Created. Each party hereby assigns (on behalf of itself and its Affiliates and Personnel) to the other party an equal, undivided ownership interest in the Copyrights and Trade Secret Rights in works that are General Project Technology that are not Solely-Created.

5.2.6. **Rights Regarding General Project Technology Not Solely-Created**. Subject to the confidentiality restrictions in Section 7.11, regardless of the ownership of the Trade Secret Rights and Copyrights under national law, each party, may use, modify, disclose, reproduce, perform, display, disclose, and distribute General Project Technology that is not Solely-Created as if the Trade Secret Rights and Copyrights in that General Project Technology were solely owned by that party, without any duty of accounting and without any duty to obtain the other party's consent or to pay any compensation to the other party in order to exploit, license, assign, or enforce those rights.

5.3. **Core Mobileye Technology.**

5.3.1. **Identification of Technology.** The parties may from time to time, with the written approval of the Director of Intellectual Property for each party, identify in an SOW (in the form set out in paragraph 14 of Exhibit A):

(a) specific Mobileye Background Technology which will be modified or improved under the SOW; and

(b) the Project Technology that is the modification or improvement to the specific Mobileye Background Technology, (the **"Mobileye Modification"**), to which Project Technology Intel will assign certain Project IPR in accordance with Section 5.3.2.

5.3.2. **Agreement to assign.** Intel hereby assigns and agrees to assign, on behalf of itself and its Affiliates and its Personnel, to Mobileye (without any duty to obtain the consent of or to pay any royalties to Intel or its Affiliates to exploit, license, or enforce such rights) the specific Project IPR (identified in paragraph 14 of the SOW) to the Mobileye Modification.

5.3.3. **Amendment of SOWs.** At any time during the Term and for one year after termination, the parties may with the approval of the Director of Intellectual Property for each party, agree to amend an SOW in accordance with Section 18.1 to add Mobileye Modifications to the SOW.

6. **Disputed Technology**. If there is a dispute about allocation of Project IPR, the parties will escalate promptly to senior management for resolution. If the dispute is not resolved within 60 days, the parties will engage in the dispute resolution process in Section 15.

7. **Patent Filing Cooperation.**

7.1. **Warranty**. Each party represents and warrants that its Personnel have assigned, and are obligated to assign, all the Personnel's right, title, and interest in all Project IPR to the entity that employs the Personnel. Mobileye warrants that its Personnel have assigned, and are obligated to assign, all their right, title, and interest in all IPR to Transitional Radar Technology and Intel Radar Technology to Mobileye.

7.2. **Disclosure of Agreement Inventions**. Upon submission of any Invention disclosure for an Agreement Invention by an inventor into a party's patent docketing system, the party will disclose it in writing to the other party. The parties will track all Agreement Inventions, including Invention Information, in an invention tracking document that substantially contains the information listed in Exhibit B.

7.3. **Ownership Allocation.** Before either party files any patent application for a Project Invention, the parties' patent attorneys will meet and agree on the party that owns each Project Invention and the Patent Rights therein, considering the assignment of ownership under this Agreement, the procedures in Section 7.4 for Re-allocated Project Inventions, and Abandoned Project Inventions (as defined in Section 7.5).

7.4. **Re-Allocated Project Inventions**. Notwithstanding the allocation of Project Patent Rights in Section 5, the parties' patent attorneys may meet and, with the written approval of the Director of Patents for each party, agree to change ownership of Patent Rights to specific Project Inventions, each Project Invention on which ownership is changing becoming a Re-allocated Project Invention. The factors the parties will consider in identifying a Re-allocated Project Invention include (a) one party's decision not to file a patent application on a Project Invention that it owns in accordance with the allocations and selections of Patent Rights to Project Inventions under this Agreement; (b) whether the Project Invention is specific for one party's product as compared with the other party's products; and (c) whether the Project Invention is more strategic for one party's business as compared to the other party's business. The patent attorneys will indicate the change of ownership of the Patent Rights to the Re-allocated Project Inventions on the Invention Tracking Document. Except for the identification of ownership of the Re-allocated Project Inventions, the Invention Tracking Document will not be legally binding on the parties.

7.5. **Abandoned Non-Provisional Patent Applications**.

7.5.1. **Mobileye Abandoned Applications.** If Mobileye decides not to file a non-provisional application claiming priority of a provisional application for any Project Invention ("**Abandoned Project Invention**"), Intel will own the Patent Rights to the Abandoned Project Invention and may file a non-provisional patent application for the Abandoned Project Invention.

7.5.2. **Intel Abandoned Applications.** If Intel decides not to file a non-provisional application claiming priority of a provisional application for any Project Invention that is not within the Excluded Rights, (**"Permitted Abandoned Invention"**) then Intel may, with the written approval of the Director of the Intel Patent Group, agree to assign the Project Patent Rights to the Permitted Abandoned Invention to Mobileye, without any duty of accounting, and without any duty to obtain Intel's or its Affiliates' consent or to pay any royalties to Intel to exploit, license or enforce such rights.

7.6. **Intel Patent Assignment**. Intel, on behalf of itself, its Affiliates and its Personnel, hereby assigns and agrees to assign to Mobileye all of its and their right, title, and interest to Project Patent Rights to any Re-Allocated Project Invention that is allocated to Mobileye (in accordance with Section 7.4), without any duty of accounting, and without any duty to obtain Intel's or its Affiliates' consent or to pay any royalties to Intel to exploit, license, or enforce such rights.

7.7. **Mobileye Patent Assignment**. Mobileye, on behalf of itself, its Affiliates, and its Personnel, hereby assigns and agrees to assign to Intel all of its and their right, title, and interest to Project Patent Rights to any Abandoned Project Invention (as defined in Section 7.5.1) and Re-Allocated Project Invention that is allocated to Intel (in accordance with Section 7.4), without any duty of accounting, and without any duty to obtain the consent of or pay any royalties to Mobileye, its Affiliates, or their Personnel to exploit, license, or enforce such rights.

7.8. **Filing Patent Applications.** A party who owns Patent Rights to an Agreement Invention may, in its sole discretion, file patent applications claiming those Patent Rights. The owning party may file anywhere in the world, solely in its own name, and at its own expense. The party who owns Patent Rights to an Agreement Invention need not file any patent application for it and need not maintain any patent application it has filed.

7.9. **Disclosure of Patent Applications**. Before any patent application is filed for a Project Invention, each party must disclose the final patent application draft to the other party and remove the Confidential Information, Background Technology, and Project Technology identified by the owning party.

7.10. **Cooperation in Applying for Patents.** Each party who is assigning Patent Rights will assist the assignee by doing the following promptly when requested at its own expense: (A) execute and deliver assignment documents; (B) cause its Personnel, including inventors of Agreement Inventions, to cooperate with filing patent applications, without charging the other party for the time of its Personnel; and (C) pay any compensation relating to patent filing or use of its Personnel's Invention rights without right of reimbursement from the assignee.

7.11. **Confidentiality of Invention Information.** With respect to Agreement Inventions, the party that does not own the Patent Rights to the Agreement Invention will protect the Invention Information in the same manner it protects its own Confidential Information until the earlier of the date: (A) that is 5 years after the date of allocation of ownership of the Patent Rights under this Agreement; or (B) on which the information is no longer confidential, including when a patent application for the Agreement Invention, if any, is published. A party that does not own the Patent Rights in an Agreement Invention may request that the other party provide a waiver in writing of the time requirement to maintain confidentiality. This Section 7.11 is without prejudice to Mobileye's obligations under Section 9.6.

8. **General Licenses.**

8.1. **Express licenses only.** Neither party grants any implied licenses to the other under any legal theory. The only licenses granted in this Agreement are the express licenses in Sections 5.1.2, 8.4, 8.5, 8.6, 9.3.2, 9.5.1, and 9.5.2. Without limiting the foregoing, neither party is licensed to use or modify the other party's Technology to create new Technology, unless and to the extent expressly stated in this Agreement. Nothing in this Agreement requires or will be treated as requiring either party to grant any additional license.

8.2. **LiDAR manufacturing.** Nothing in this Agreement licenses, or requires Intel to license, Mobileye any rights to make or have any third party make any LiDAR hardware.

8.3. **Reserved rights.** No license is granted under this Agreement to any (a) semiconductor manufacturing Technology, Integrated Circuit Technology, or semiconductor process Technology or (b) to make, have made, use, sell, offer to sell, export, import, and otherwise keep or dispose of any Intel-Compatible Processor.

8.4. **Development License**. Subject to the terms of this Agreement and during the Term, each party hereby grants to the other party and its Affiliates a worldwide, revocable, terminable, royalty free, fully paid-up, non-exclusive, non-transferable, non-sublicensable license under its IPR in Background Technology and Project Technology which it discloses to the other under an SOW (but excluding all LiDAR-related Technology identified in Exhibit C and Exhibit D), for its Personnel to internally use the disclosed Background Technology and Project Technology to perform its obligations under an SOW, or conduct internal research connected to an SOW.

8.5. **License to Deliverables**. Subject to the terms of this Agreement, the party providing a Deliverable to the other party hereby grants the other party and its Affiliates a world-wide, perpetual, royalty-free, fully paid-up, non-exclusive, non-transferable (except as permitted by Section 18.3 (Assignment)), non-sublicensable (except as stated in this subsection), license under its Trade Secret Rights and Copyrights in the Deliverable to use (but not disclose except for as embodied in a Licensed Product (as defined below)) the Deliverable as expressly intended under the associated SOW and for the Licensed Product. A party may sublicense the license above to end users or authorized manufacturers of its Licensed Product, if the associated SOW specifies that the purpose of the Deliverable is incorporation into a Licensed Product, and a sublicense is necessary. Any license to Intel for commercial distribution of Mobileye software must be in a separate agreement. The SOW may expressly set out specific license grants in respect of specific Deliverables, and these will displace the license grant in this Section 8.5 for those Deliverables. In this Section 8.5, "**Licensed Product**" means the product (other than a LiDAR product) expressly permitted to be developed under the SOW pursuant to which the Deliverable was provided.

8.6. **Project Patent Rights Cross-License.** Subject to Section 8.3, the party that solely owns Project Patent Rights (other than Excluded Rights) hereby grants to the other party and its Affiliates, a world-wide, perpetual, irrevocable, non-terminable, royalty-free, fully paid-up, non-exclusive, non-sublicensable, non-transferable (except as permitted by Section 18.3 (Assignment)) license under its Project Patent Rights (other than Excluded Rights) to (A) make, use, offer to sell, sell, import, and otherwise exploit and dispose of any Project Invention that is embodied in or used in any party's products or services, and (B) practice and have practiced any Project Invention in a party's manufacturing or services.

8.7. **Sublicense Rights**. Nothing in this Agreement affects the rights or obligations of either party under the Subsidiary Agreement. The license in Section 8.6 is in addition to and not in place of any licenses that may be granted under the Subsidiary Agreement.

8.8. **Affiliate Rights**. Any licenses granted under this Agreement by one party to the other party's Affiliate (**"Applicable Entity"**) will terminate immediately without notice on the day that the Applicable Entity is no longer an Affiliate of that other party. Licenses granted under this Agreement by the Applicable Entity, before it ceases to be an Affiliate, will remain in force. Because Mobileye is not an "Affiliate" of Intel within the meaning of this Agreement, this provision does not affect the existence or otherwise of the licenses granted under this Agreement by Intel to Mobileye, even if Intel ceases to Control Mobileye.

8.9. **Trademark License**. The parties may use each other's name to refer to that party's products or services. After the IPO Date, the parties will meet to agree on trademark logo license terms and usage guidelines.

9. **Radar-related Technology.**

9.1. **Intellectual Property Rights.** Intel retains ownership of all Intellectual Property Rights in the Radar Technology.

9.2. **Mobileye Solely-Created Post-IPO Above-the-Line Radar Technology**. Intel, effective on the IPO Date, assigns and agrees to assign to Mobileye all of Intel's right, title, and interest to Copyrights and Trade Secret Rights to Post-IPO Above-the-Line Radar Technology, which is Solely-Created by Mobileye Personnel (but only to the extent the Copyrights and Trade Secrets Rights are originally assigned by Mobileye to Intel under this Agreement), without any duty of accounting, and without any duty to obtain Intel's consent or to pay any royalties to Intel to exploit, license, or enforce such rights.

9.3. **Transitional Radar Technology and Intel Radar Technology.**

9.3.1. **Assignment.** Mobileye, on behalf of itself, its Affiliates and its Personnel, hereby assigns and agrees to assign to Intel all its and their right, title, and interest to IPR to Transitional Radar Technology and Intel Radar Technology, without any duty of accounting, and without any duty to obtain the consent of or to pay any royalties to Mobileye or its Affiliates to exploit, license, or enforce such rights.

9.3.2. **Alternative License**. If any part of the assignment in Section 9.3.1 is not possible for any reason, Mobileye, on behalf of itself and its Affiliates and its Personnel, hereby grants to Intel and its Affiliates, a world-wide, perpetual, irrevocable, non-terminable, royalty-free, fully paid-up, exclusive (including as to Mobileye and its Affiliates), sublicensable, transferable license under its and their unassigned IPR to Transitional Radar Technology and Intel Radar Technology to use, disclose, modify, distribute, perform, display, make, have made, license, offer to sell, sell, import, and otherwise dispose of Transitional Radar Technology and Intel Radar Technology.

9.4. **Implementation Patents for Post-IPO Above-the-Line Radar Technology**. From time to time the parties' patent attorneys may identify Agreement Inventions that are specific implementations or embodiments of the Post-IPO Above-the-Line Radar Technology, if any, excluding Inventions that may be used in Intel products, and Intel may in its sole discretion and with the approval of the Director of the Intel Patent Group, allow Mobileye to own the Patent Rights to such Agreement Inventions, including Inventions specific for radar bumper handling.

9.5. **Radar Licenses.**

9.5.1. **Copyrights and Trade Secrets.** Subject to the terms of this Agreement, Including Section 8.3, Intel hereby grants to Mobileye and its Affiliates a world-wide, perpetual, royalty-free, fully paid-up, non-exclusive, non-sublicensable, non-transferable (except as permitted by Section 18.3 (Assignment)) license under Intel's Trade Secret Rights and Copyrights to:

(a) Radar Technology, to the extent to which it:

(i) was disclosed by Intel to the Radar Team prior to their employment by Mobileye; or

(ii) is physically or electronically delivered to Mobileye by Intel under this Agreement for the purposes of the Mobileye Sensor Product; and

(b) Transitional Radar Technology;

(together, **"Licensed Technology"**) to use, copy, modify, create derivative works of, and distribute and disclose (but in each case only as embodied in the Mobileye Sensor Product or to subcontractors under Section 2.9), the Licensed Technology for the development and Permitted Use of the Mobileye Sensor Product. Intel Radar Technology which is created under this Section 9.5.1 will be deemed to become Licensed Technology for the purposes of the license in this Section 9.5.1.

9.5.2. **Patent Rights.** Subject to Section 8.3, Intel hereby grants to Mobileye and its Affiliates, a world-wide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, non-sublicensable, non-transferable (except as permitted by Section 18.3 (Assignment)) license under the Additional Patents and Radar Patents to:

(a) make, use, offer to sell, sell, import, and otherwise exploit and dispose of a Mobileye Sensor Product that embodies any claimed Invention in the Additional Patents or Radar Patents; and

(b) practice and have practiced any claimed method or process in the Additional Patents or Radar Patents for or in the Mobileye Sensor Product;

in each case only for the Permitted Use.

9.5.3. **No patent laundering.** Mobileye acknowledges and agrees that the licenses granted under this Section 9.5 do not cover any activities of Mobileye or its Affiliates on behalf of third parties for the purpose of obtaining rights under the Intel licensed IPR (i.e., patent laundering), including making or having made products based on designs owned or developed by third parties.

9.6. **Patent Filing Restriction.**

9.6.1. During the development of the Mobileye Sensor Products, and for five years from the completion of the last Mobileye Sensor Product, Mobileye must not file a patent application based on or using the Licensed Technology (as defined in Section 9.5.1) or information in the Radar Patents, except with the prior written approval of the Director of the Intel Patent Group.

9.6.2. Mobileye may not disclose any Intel Confidential Information that is Radar Technology, Transitional Radar Technology, or Intel Radar Technology in any patent application at any time without written permission from the Director of the Intel Patent Group.

9.6.3. During the period referred to in Section 9.6.1, Mobileye must disclose any radar Invention to Intel upon submission to Mobileye's docketing system and consult with Intel prior to filing of any radar patent application to remove Intel Confidential Information and Intel Technology disclosed in the patent application.

9.7. **Patent Defense.** If Mobileye or its Affiliate is sued by a practicing company for infringement of a radar patent, Intel will assist Mobileye or its Affiliate consistent with the terms and procedures in Exhibit F.

9.8. **Radar Non-Compete.** During the Radar Non-Compete Term, Intel will not sell an external environment-sensing MM-wave-based software-defined radar product which has 48x48 virtual channels and implements the BSR in its entirety, for (i) ADAS in Automobiles or (ii) autonomous Automobiles ("**Agreed BSR Product"**). Intel may Co-Develop an Agreed BSR Product with a third party, subject to the third-party agreeing not to sell the Agreed BSR Product during the Radar Non-Compete Term.

9.9. **No Restriction on Acquired Companies or Foundry Services.** The terms in Section 9.8 do not apply to any company acquired by Intel at any time or to Intel's and its Affiliates' foundry services.

10. **Confidentiality**. The parties have entered into a CNDA. The trade secret licenses in this Agreement may allow the parties to use and disclose licensed information more broadly than the terms in the CNDA. The parties may also enter into a RUNDA for certain highly Confidential Information. Notwithstanding the license terms in this Agreement, the RUNDA terms will govern each party's disclosure and protection obligations related to Confidential Information disclosed under a RUNDA. Mobileye will also take reasonable measures to protect third party confidential information from disclosure that it receives through Intel, and Mobileye will fulfill all instructions from Intel for compliance with Intel's agreements with third parties.

11. **Disclaimer and Limitation of Liability.**

11.1. **Disclaimer**. **Except for the warranties expressly set forth in this Agreement, and subject to Section 11.5, each party and its Affiliates hereby expressly disclaims all representations and warranties, including implied warranties of merchantability, non-infringement, and fitness for a particular purpose. Neither party makes any representations or warranties about the validity or enforceability of any IPR.**

11.2. **Limitation of Liability**. **Except for claims described in Section 11.4, neither party or its Affiliates will be liable for indirect, incidental, exemplary, punitive, consequential, or special damages arising out of this Agreement, or any damages from the loss of profits, revenue, production, use, or data, whether direct or indirect and regardless of whether those damages arise in contract or tort or whether the parties are aware of the possibility of those damages.**

11.3. **Liability cap**. Except for claims described in Section 11.4 and Section 11.5, the aggregate liability of either party and its Affiliates arising out of or related to this Agreement, regardless of the form of any claim, action, or theory of liability (Including contract, tort, or statute), will not exceed the aggregate amounts paid or payable by Mobileye to Intel under this Agreement for any development services. Multiple claims will not increase this limitation.

11.4. **Unlimited Liability.** No limitation will apply to any claim of infringement of Intellectual Property Rights, breach of a license or confidentiality obligation including Section 10, or any liability which cannot be limited under applicable law.

11.5. **Product warranties and liabilities.** Intel's standard terms and conditions of sale set forth the exclusive warranties, remedies, and liabilities applicable to the products sold by Intel to Mobileye.

12. **Right to Challenge Validity.** A party that assigns any Patent Rights in a Project Invention under this Agreement expressly reserves the right to challenge the validity or enforceability of any of the assigned Patent Rights, and each party expressly waives all rights to assert the doctrine of "assignor estoppel" in any dispute or legal action involving Patent Rights to any Project Invention.

13. **Notices and Approvals**.

13.1. **Notices.**

13.1.1. Notices given or required to be given under this Agreement must be written and in English and sent to both the mailing and email address specified below along with a copy of this Agreement. Email delivery alone for a notice of breach of this Agreement or termination is insufficient. Paper copies must be sent by overnight courier or registered or certified mail, with online tracking information supplied by email to the recipient.

13.1.2. Each notice is considered duly given 7 business days (meaning any day other than a Saturday, Sunday, or official holiday in the sender's or recipient's location designated below) after being sent.

13.1.3. When this Agreement specifies a time period for sending a notice, a day is any calendar day, unless business days are specified.

13.1.4. Nothing in this Section 13 relates to service of process.

13.1.5. Unless changed by notice, all notices must be addressed as follows:

Mobileye:	**Intel:**
MOBILEYE VISION TECHNOLOGIES LTD 13 Hartom St. Har Hotzvim, Jerusalem, Israel 9777513 Attn: Mobileye General Legal Counsel **With a copy, which will not be notice, to**: legal@mobileye.com	**INTEL CORPORATION** 2200 Mission College Blvd. Santa Clara, CA 95054 Attn: General Counsel Reference ID: Miriam Ezrachi Technology and Services Agreement **With a copy, which will not be notice, to**: Intel-Legal-Notices@intel.com With an email copy, which will not be notice, to Jack Weast. **And with a copy, which will not be notice, to:** Intel Corporation Post Contract Management, M/S FM1-53 1900 Prairie City Road Folsom, CA 95630 Email: post.contract.mgmt@intel.com

13.2. **Approvals**. Where this Agreement provides that Intel's written agreement or approval is required, then unless otherwise specified in the Agreement, such agreement or approval is a prior written agreement or approval, given either (a) in a written agreement executed by authorized representatives of the parties; or (b) expressly by an Intel Corporate Vice President or higher-grade executive.

14. **Termination**.

14.1. **Term**.

14.1.1. **Initial Term.** This Agreement begins on the Effective Date and continues until the date which is 24 months after the IPO Date (this period, the "**Initial Term**"), unless terminated earlier by either party:

(a) under Section 14.2;

(b) under Section 14.3; or

(c) by notice given no later than 90 days before the end of the Initial Term.

14.1.2. **Renewal.** After the Initial Term, and provided it is not terminated in accordance with Section 14.1.1, this Agreement automatically extends for one-year periods, unless terminated earlier by either party:

(a) under Section 14.2;

(b) under Section 14.3; or

(c) by giving notice of non-renewal no later than 90 days before the end of the then-current one-year period.

14.2. **Termination for Material Breach**. Either party may terminate this Agreement or an SOW for a material breach. A notice must state the provisions that have been breached and the facts establishing a breach. Except for payment breaches, which must be cured within 30 business days of notice, the parties must follow the dispute resolution process in Section 15 and allow the breaching party an opportunity to cure before the Agreement or the SOW will terminate.

14.3. **Termination for Bankruptcy or Insolvency.** This Agreement will terminate automatically and without notice if a party becomes insolvent, unable to pay its debts when due, or the subject of any voluntary or involuntary insolvency, cession, liquidation, winding up, bankruptcy, reorganization, rearrangement, receivership, assignment for the benefit of creditors, or similar proceedings under applicable law, including without limitation the U.S. Bankruptcy Code or any foreign equivalent.

14.4. **SOW Term**. Subject to Section 14.5.2, each SOW will be effective and binding on both parties for the SOW Term, and termination of an SOW will be effective in accordance with the provisions of that individual SOW.

14.5. **Effect of termination of Agreement.** If this Agreement expires or is terminated for any reason, then:

14.5.1. the licenses that do not expressly continue beyond the Term will immediately terminate;

14.5.2. any SOWs then in force will immediately terminate; and

14.5.3. termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

14.6. **Effect of termination of SOW**. Upon termination of the last SOW, except for Deliverables or Technology licensed under this Agreement past termination of the Agreement, each party will return or (at the owning party's option) destroy all Technology of the other party disclosed or created for this Agreement and deactivate all access to the other party's physical property.

15. **Dispute Resolution**.

15.1. Any dispute arising out of or relating to this Agreement, including any non-payment related allegation of a material breach, will be resolved as follows: A party will send notice of the dispute or material breach, including a detailed description of the issues and relevant supporting documents. Management from each party will then try to resolve the dispute. If the parties do not resolve the dispute within 30 calendar days after the dispute notice, either party may send notice of a demand for mediation. The parties will then try to resolve the dispute with a mediator. If the parties do not resolve the dispute within 60 calendar days after the mediation demand, either party may begin litigation or the party alleging the material breach may terminate this Agreement.

15.2. Either party may at any time may seek an injunction or other equitable remedies for misappropriation of trade secrets, breach of confidentiality obligations, or infringement of IPR, without complying with the process in Section 15.1.

16. **Survival**. Sections 1, 2.5, 2.6, 2.8, 2.9.1(b), 2.9.2, 2.10, 3, 4, 5, 6, 7, 8.1, 8.2, 8.3, 8.5, 8.6, 8.7, 9.1, 9.2, 9.3, 9.5, 9.6, 9.7, 9.8, 9.9, 10, 11, 12, 13, 14.5, 14.6, 16, 17, 18 and the Schedules and Exhibits to which they refer will survive termination of this Agreement.

17. **Entire Agreement.**

17.1. In addition to the Subsidiary Agreement between Intel Corporation and Intel subsidiaries, this Agreement contains the complete and exclusive agreement between the parties concerning its subject matter, and supersedes all prior and contemporaneous agreements, understandings, representations, warranties, and communications between the parties relating to its subject matter.

17.2. This Agreement Including its termination, has no effect on the Subsidiary Agreement or on any signed non-disclosure agreements between the parties (Including those referenced in this Agreement), which remain in full force and effect as separate agreements according to their terms.

17.3. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement.

18. **General**.

18.1. **Amendments.** No amendment or modification to this Agreement will be effective unless in writing and signed by authorized representatives of the parties.

18.2. **Anti-Reliance**. Each party agrees that, in entering into this Agreement, (A) it has relied solely on the results of its own investigation of the facts and circumstances, its own business judgment, and the express terms and conditions in this Agreement, and (B) it has not relied on and is not entitled to rely on any oral or written understanding, condition, representation, warranty, or communication that is not expressly set forth in this Agreement.

18.3. **Assignment**. Subject to Section 18.4, neither party may assign any rights or delegate any duties under this Agreement, in whole or in part, whether by contract, operation of law or otherwise without the prior written consent of the other party, and any attempt to assign any rights, duties, or obligations without the other party's written consent will be a material breach of this Agreement and will be null and void. This Agreement will bind and inure to the benefit of the respective parties and their permitted successors and assigns.

18.4. **Permitted assignments.** Consent is not required under Section 18.3 for Intel to assign or delegate all or any of its rights or obligations under this Agreement to any Intel Entity.

18.5. **Conflicts Among Documents**. If there is any conflict between the provisions of Sections 1 through 18 of this Agreement and any term in a document included or referenced in this Agreement, the following order of precedence for determining which terms will control is: (A) any RUNDA; (B) the provisions of Sections 1 through 18 of this Agreement; (C) the SOWs; (D) the CNDA.

18.6. **Expenses**. Unless otherwise specified in this Agreement or an SOW, each party is responsible for its own expenses associated with negotiating and performing under this Agreement.

18.7. **Force Majeure.**

18.7.1. **Party not liable.** A party is not liable for its delay in performing, or its failure to perform, any obligations under this Agreement to the extent that the delay or failure to perform is caused by a Force Majeure Event.

18.7.2. **Notice required.** A party seeking to excuse its delay in performing or failure to perform must give prompt written notice of the Force Majeure Event after it occurs and describe the circumstances causing, and the anticipated duration of, any actual or anticipated delay or failure to perform.

18.7.3. **Best efforts to minimize.** A party seeking to excuse its delay in performing or failure to perform must use best efforts to minimize the effects and duration of its nonperformance.

18.7.4. **Non-waiver of Common Law Defenses.** The rights and remedies in this Section 18.7 are in addition to any other rights and remedies provided by law or in equity, including the doctrines of impossibility of performance or frustration of purpose.

18.8. **Headings**. The section and paragraph headings in this Agreement are for convenience of reference only and must not affect the interpretation of this Agreement.

18.9. **Independent Development**. Except for the restrictions in Sections 9.5 and 9.8, this Agreement does not preclude either party from: (a) independently designing, developing, making, marketing, or distributing any technologies or products; or (b) entering into any arrangements with third parties, including evaluating or acquiring a third party's technologies or products.

18.10. **No Construction Against the Drafter**. Both parties will be considered to have drafted this Agreement, and each party waives any rule of construction that ambiguities will be construed against the drafting party.

18.11. **Transaction Taxes**. Notwithstanding anything to the contrary herein, with regard to each respective parties' payments noted in Section 3 or in an SOW, the party making the payment under this Agreement (**"Payor"**) will pay all applicable transaction taxes, Including sales and use taxes, value added taxes, duties, customs, tariffs, and other government-imposed transactional charges (**"Transaction Taxes"**). The party receiving payments under this Agreement (**"Recipient"**) will separately state on its invoices the Transaction Taxes that Recipient is required to collect under applicable law. Payor will provide proof of any exemption from Transaction Taxes to Recipient at least 15 business days prior to the due date to paying an invoice. Recipient will cooperate with Payor in minimizing any Transaction Taxes to the extent permitted by applicable law. If Recipient fails to collect required Transaction Taxes from Payor, Payor's liability will be limited to the Transaction Tax assessment, with no reimbursement for penalty or interest charges.

18.12. **Withholding Taxes**. If applicable, Payor will be entitled to deduct or withhold from amounts payable to Recipient under this Agreement any withholding taxes required to be deducted or withheld under applicable law and pay to Recipient the remaining net amount. Payor will remit, and provide Recipient with evidence that Payor has remitted, the withholding taxes to the appropriate taxing authority. If within 15 business days prior to the due date for any Payor payment, Recipient provides Payor with valid certificate or other documentation demonstrating that Recipient is exempt from withholding taxes, or a lower rate of withholding tax applies, then Payor will, as appropriate, not deduct or withhold from any payment to Recipient or apply the lower rate to the payment.

For the avoidance of doubt, each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts.

18.13. **Tax Treatment**. For U.S. tax purposes, the transfer of Intel's right, title, and interest to Copyrights and Trade Secret Rights to Post-IPO Above-the-Line Radar Technology Solely-Created by Mobileye pursuant to Section 9.2 of this Agreement shall be treated as a contribution of property described in Section 351 of the Internal Revenue Code of 1986, as amended. Such transfer shall be deemed, for applicable tax purposes, to be a contribution of property by Intel to Intel Overseas Funding Corporation, a Delaware corporation ("**IOFC**") immediately followed by a transfer of such property from IOFC to Mobileye. The parties shall file all tax returns consistent with the foregoing and otherwise take no contrary position in any communication with any governmental authority.

18.14. **Trade Compliance**. A party's provision of Technology must be in in compliance with all applicable trade laws and regulations. Each party will not export or re-export, either directly or indirectly, any technical data, software, process, product, service, or system obtained from the other party, without first complying with applicable government laws and regulations governing the export, re-export, and import of those items. Upon a party's request, the other party agrees to provide export classifications, Harmonized Tariff Schedule classifications, or other information necessary for compliance with applicable trade laws and regulations for all Technology provided under this Agreement.

18.15. **Third Party Rights.** This Agreement is made for the benefit of Mobileye and Intel and is not intended to benefit or be enforceable by any third party. The rights of Mobileye and Intel to terminate, rescind, amend, waive, or vary any term of, or to settle disputes regarding, this Agreement, are not subject to the consent of any third party.

18.16. **Waiver**. No waiver of any provision of this Agreement will be valid unless in a writing signed by the waiving party that specifies the provision being waived. A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver.

18.17. **Severability**. If a court holds a part of this Agreement unenforceable, the court will modify that part to the minimum extent necessary to make that part enforceable, or if necessary, sever that part. The rest of this Agreement remains fully enforceable.

18.18. **Governing Law**. Delaware and United States law governs this Agreement and any dispute arising out of or relating to it without regard to conflict of laws principles.

18.19. **Jurisdiction**. The state and federal courts in Wilmington, Delaware will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, including claims of breach of confidentiality or trade secret misappropriation. The parties consent to personal jurisdiction and venue in those courts.

18.20. **Counterparts and Electronic Signatures**. This Agreement may be signed electronically and in multiple counterparts, each of which is considered an original, but all of which constitute a single instrument.

Agreed:

Intel Corporation	**Mobileye Vision Technologies, Ltd.**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Schedule 1: Definitions

1) "**Above-the-Line Radar Technology**" means:

   a) the radar training data collected by the Radar Team or Mobileye, and artificial intelligence models implementing the related algorithms and trained on this data set; and

   b) design specifications, software implementations, or algorithm implementations, which are specific to only the Mobileye Sensor Product, but excluding any incorporated general or core information or individual component information, for the following:

      (1) antenna array and bumper handling design and layout documents for the EyeC radar product, and

      (2) BSR BPU radar processor and its firmware, and the specific designs and layout documents for the product radio frequency ICs, and hardware and mechanical housing.

2) **"ADAS"** means advanced driver-assistance systems.

3) **"Additional Patents"** means Patent Rights to Agreement Inventions that are assigned by Mobileye to Intel under Section 9.3.1 and that are Conceived by Mobileye Personnel whether solely, or jointly with Intel.

4) **"Affiliate"** means an entity that directly or indirectly Controls, or is directly or indirectly Controlled by, or is under common Control with, either Intel or Mobileye, but only as long as such Control exists, provided that for purposes of this Agreement:

   a) none of the Mobileye Entities will be considered an Affiliate of any Intel Entities;

   b) none of the Intel Entities will be considered an Affiliate of any Mobileye Entities;

   c) no portfolio company of Intel Capital will be considered an Affiliate of Intel or any of Intel's or the Intel Entities' Affiliates, and

   d) none of Intel or any of Intel's or the Intel Entities' Affiliates will be considered an Affiliate of such portfolio company or any of such portfolio company's Subsidiaries.

5) **"Agreement"** means Sections 1 through 18 of this document, its attached schedules and exhibits, and all of its SOWs, as they may be amended from time to time in accordance with Section 18.1.

6) **"Agreement Invention"** means any (a) Project Invention; (b) Invention in Transitional Radar Technology; and (c) Invention in Intel Radar Technology.

7) **"Automobile(s)"** means a vehicle used primarily on public roads for transportation and not for military purposes.

8) **"Background IPR"** means all Intellectual Property Rights, trademarks, trade names, service marks, trade dress, and other forms of corporate or product identification owned, controlled, obtained, or licensed by a party at any time prior to or after the Term, or arising from development of Technology created independently of this Agreement.

9) **"Background Technology"** means Technology, which may include new radar technology, that is disclosed by one party to the other party during the Term and is described in an SOW, excluding Project Technology.

10) **"BPU"** means base band processing unit.

11) "**BSR**" means the specification for the system architecture for a MM-wave-based software-defined imaging radar sensor for external-environment sensing, for autonomous Automobiles or ADAS in Automobiles, set out in Exhibit H.

12) **"CNDA"** means the Corporate Non-Disclosure Agreement between the parties.

13) **"Co-Develop" or "Co-Developed"** means to engage in joint technical co-design and co-product development with a contractual commitment for substantial Intel engineering resources and high volume production.

14) **"Conception" or "Conceive(s)"** means formation in the mind of the inventor(s) of a definite, complete, operative invention, as it may be practiced.

15) **"Confidential Information"** means the confidential information defined in the CNDA and RUNDA between the parties.

16) **"Control"** or "**Controlled**" means directly or indirectly owning or having voting control over more than fifty percent (50%) of the outstanding securities entitled to vote for the election of directors or similar managing authority of an entity, or otherwise having the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body of an entity.

17) **"Copyrights"** means all copyrights, copyright applications, copyright registrations, or any analogous or related right arising under statutory or common law, anywhere in the world, including any rights from laws implementing the European Database Directive 96/9/EC.

18) **"Created"** means collected, Conceived, created, authored, developed, or generated.

19) **"Deliverable"** means the pre-commercial Project Technology or Background Technology (excluding Technology licensed under Section 9.5 and notwithstanding anything to the contrary in an SOW, excluding all LiDAR-related Technology identified in Exhibit C and Exhibit D) that meets both of the following requirements: (a) is identified and described in an SOW as a deliverable for a recipient; and (b) is physically or electronically delivered from a party to a recipient.

20) **"Excluded Rights"** means Patent Rights to an Invention which is of the same type or category as any of the "Intel Radar-Related Technology" in Exhibit D, or which is of the same type or category as, or is a modification or improvement to:

    a) any Radar Technology;

    b) any Radar Patent; or

    c) any Transitional Radar Technology.

21) **"Fees"** means the fees for the provision of the Services, if any, as set out in an SOW.

22) "**Force Majeure Event**" means an event beyond a party's reasonable control. A Force Majeure Event that is continuous, but changes in severity or impact, may constitute more than one Force Majeure Event. For example, Covid-19-related issues can be fluid and newly imposed restrictions or warnings, or travel inaccessibility, may cause a new Force Majeure Event to occur. A Force Majeure Event includes the following:

a) an act of God (whether or not caused by human action), such as earthquake, fire, flood, hurricane, mudslide, bacterial or viral outbreak, pandemic, epidemic, or other outbreak of communicable disease (including Covid-19 and its variants and mutations), tornado, tsunami, volcanic activity, wildfire, and other natural disasters;

b) an act of a government agency or civil or military authority, or civil disturbance, such as civil war, embargo, insurrection, martial law, military action, order, ordinance, or regulation (including any officially declared emergency or any closing or limiting business operations, travel, or use of private or public transportation or other mobility), rebellion, revolution, riot, and war;

c) a malicious act or damage, such as sabotage, terrorism, vandalism, or cyberattacks;

d) an accident, such as one involving an aircraft, motor vehicle, ship, or train, or any chemical release, collision, explosion, fire, radiation or radioactive contamination, or a negligent act causing damage;

e) a protracted failure of an air, gas, water, or electrical or other energy source, or of a broadband, radio or television broadcast, cellular, internet, satellite, telephone, or other communication system;

f) production or supply-chain disruption, such as breakdown of plant, equipment, or machinery, default of supplier or subcontractor, inability to secure transportation, shortage of supply or delay in delivery by vendor, strike, lockout, or other labor dispute or stoppage (whether involving its own workforce or a supplier or subcontractor); or

g) other events of like nature.

23) **"General Project Technology"** means Project Technology that is not Intel Core Technology.

24) **"including"** whether or not capitalized, means including but not limited to.

25) **"Integrated Circuit"** means an integrated unit comprising:

a) one or more active or passive electronic or optical circuit elements associated on one or more substrates, such integrated unit forming, or contributing to the formation of, a circuit for performing electrical or optical functions, including any packaging, housing, or supporting means; and

b) any firmware, microcode, or drivers, if needed to cause such circuit to perform substantially all of its intended hardware functionality, whether or not such firmware, microcode, or drivers are shipped with such integrated unit or installed at a later time.

26) **"Intel Aligned Employees"** means the Intel employees who meet all of the following criteria:

a) specifically identified in a dedicated SOW, the subject of which is "Intel Aligned Employees";

b) employed by Intel; and

c) assigned by Intel to provide services to Mobileye in respect of this Agreement.

27) **“Intel-Compatible Processor”** means:

a) any product (in each case, as used in this definition, including any component, part, software, firmware, or other functionality, whether part of a larger product or separate) of someone other than Intel or its Affiliates that is capable of, alone or in combination with any products (other than Intel products as supplied by Intel or its Affiliates when used as directed by Intel or its Affiliates):

i) executing or translating, natively or via emulation, simulation, cloning, or in any other way, all or a substantial portion of the instruction set of any processor (or any derivative, follow-on, or extension of such instruction set) that was first introduced by, was substantially developed by or with substantial participation of, or the architecture, design, or core of which is owned by, Intel or its Affiliates; or

ii) interfacing with or incorporating any portion of any proprietary bus or other proprietary data path of Intel or its Affiliates; or

b) any product (including any system) of someone other than Intel or its Affiliates that is, or any part of which is, optimized or designed to emulate, simulate, or clone, or allow emulation, simulation, or cloning of, or that does emulate, simulate, or clone, any substantial functions of a product covered by subsection (a) above; or

c) any product of someone other than Intel or its Affiliates that is pin compatible with any processor that was first introduced by, was substantially developed by or with substantial participation of, or the architecture, design, or core of which is owned by, Intel or its Affiliates.

For purposes of this definition of Intel Compatible Processor, a product is a product “of someone other than Intel or its Affiliates” if that product is manufactured by an entity other than Intel or its Affiliates (and is not manufactured for Intel or its Affiliates).

28) **“Intel Core Field”** means the following:

a) Technology types that are (i) identified in Exhibit C (Intel Lidar and Radar Technology); (ii) identified in Exhibit D (Intel Fundamental Technology types), or (iii) in the same field as the inventions identified in Exhibit E (Lidar and Radar Patents); and

b) any additions to the above expressly described in an SOW by Intel.

29) **“Intel Core Technology”** means Project Technology that is in the Intel Core Field.

30) **“Intel Entities”** means Intel and its Subsidiaries (other than the Mobileye Entities).

31) **“Intel Radar Technology”** means Technology that is Created between the Effective Date and the last day of the period of the patent filing restriction in Section 9.6.1, by Mobileye and its Affiliates’ employees, agents, contractors, and subcontractors (whether solely or jointly with Intel or its Affiliates’ employees, agents, contractors, and subcontractors), but not under an SOW, and which is:

a) a modification to or an improvement of any:

i) Radar Technology;

ii) Radar Patent;

iii) Transitional Radar Technology; or

iv) Intel Technology in the category of “Intel Radar-Related Technology” in Exhibit D otherwise shared by Intel with Mobileye; or

b) without limiting the foregoing, a modification or derivative work done under Section 9.5.1.

32) **"Intellectual Property Rights"** or **"IPR"** means all intellectual property rights, Including Copyrights, Patent Rights, Trade Secret Rights, and but excluding trademarks, trade names, service marks, trade dress, or other forms of corporate or product identification.

33) **"Invention"** means an invention of a process, machine, manufacture, or composition of matter, or improvement.

34) **"Invention Information"** means information that: (A) describes inventorship and the inventive aspects of an Agreement Invention or its operation; and (B) is confidential and not generally known in the industry.

35) **"Invention Tracking Document"** means a document identifying the Agreement Inventions as described in Section 7.2.

36) **"IPO Date"** means the date on which Mobileye Global Inc., the indirect parent of Mobileye, makes an initial public offering of its Class A common stock pursuant to a Registration Statement on Form S-1 under the Securities Act of 1933, as amended.

37) "**Jointly-Conceived**" means when Personnel of both parties conceive of at least one inventive aspect of an Invention as determined under U.S. patent law standards.

38) **"Mobileye Entities"** means Mobileye Global Inc. and its Subsidiaries and any entity which becomes a Subsidiary of Mobileye Global Inc. after the Effective Date.

39) **"Mobileye Sensor Product"** means one or more components defined in the BSR.

40) **"Mobileye Solution"** means a solution, such as Mobileye Drive™ or Supervision™, which is based on Mobileye products or technology and includes a Mobileye EyeQ® system-on-chip or its successor product, and which is for autonomous Automobiles or ADAS in Automobiles.

41) "**Non-Selecting Party**" means a party who does not select the Project Invention by the process in Section 5.2.3.

42) **"Patent Rights"** means all patent rights in classes and types of utility and design patents applied for and issued (Including substitutions, continuations, continuations-in-part, divisions, reissues, re-examinations, extensions, renewals, and industrial design registrations), anywhere in the world.

43) **"Permitted Use"** means:

a) use of the Mobileye Sensor Product as integrated (by or for Mobileye) into a Radar System, in an autonomous Automobile or ADAS solution in an Automobile, that Mobileye or its Affiliates sells or operates for mobility-as-a-service; or

b) sale of the Mobileye Sensor Product in or together with a Mobileye Solution, by Mobileye or its Affiliates:

i) to an automotive Tier 1 supplier:

(1) for integration into a Radar System in an autonomous driving Automobile or ADAS in an Automobile for an automotive OEM;

(2) for sale to an automotive OEM for integration into a Radar System for autonomous Automobiles or ADAS in Automobiles;

ii) to an automotive OEM for integration into a Radar System for autonomous Automobiles or ADAS in Automobiles; or

c) sale of the Mobileye Sensor Product, by Mobileye or its Affiliates:

i) to an automotive Tier 1 supplier:

(1) for integration into a Radar System in an autonomous driving Automobile or ADAS in an Automobile for an automotive OEM;

(2) for sale to an automotive OEM for integration into a Radar System for autonomous Automobiles or ADAS in Automobiles;

ii) to an automotive OEM for integration into a Radar System for autonomous Automobiles or ADAS in Automobiles; or

d) sale of the Mobileye Sensor Product in a Radar System by Mobileye or its Affiliates to other third parties in other markets agreed in writing signed by authorized representatives of the parties.

44) **"Personnel"** means:

a) a party's and its Affiliates' employees, agents, contractors, and subcontractors who perform work in connection with this Agreement; and

b) Mobileye's or its Affiliates' employees, agents, contractors, and subcontractors who Create Intel Radar Technology, and the Radar Team.

45) "**Post-IPO Above-the-Line Radar Technology"** means Above-The-Line Radar Technology that is Created after the IPO Date and before the expiration or termination of this Agreement.

46) **"Project"** means technical development work that the parties identify and agree to work on in an SOW.

47) **"Project Invention"** means Project Technology that is an Invention.

48) **"Project IPR"** means Copyrights, Trade Secret Rights, Project Patent Rights, to Project Technology.

49) **"Project Patent Rights"** means all Patent Rights from any patent application filed by a party that claims a Project Invention.

50) **"Project Technology"** means Technology, which may include new radar Technology, that is Created by Personnel of one or both parties during the Term:

a) under an SOW;

b) for a Project;

c) pursuant to internal research connected to an SOW as described in Section 8.4; or

d) which is a modification or improvement to a Deliverable provided under Section 8.5.

51) "**Radar Non-Compete Term**" means the period that begins on the Effective Date and ends the earlier of:

a) five years after the Effective Date;

b) three years from the date when Intel no longer exercises Control over Mobileye;

c) the date on which Mobileye cancels its Mobileye Sensor Product development;

d) the date on which Mobileye terminates this Agreement other than properly for Intel's material breach; or

e) the date on which Intel terminates this Agreement properly for Mobileye's material breach.

52) **"Radar Patents"** means the patents in Exhibit G.

53) **"Radar System"** means a MM-wave-based software-defined imaging radar sensor for external-environment sensing, for autonomous Automobiles or ADAS in Automobiles, which implements the BSR in its entirety (but without limitation on channel counts).

54) **"Radar Team"** means the personnel formerly employed or contracted by Intel, who transferred to Mobileye to work on radar Technology.

55) **"Radar Technology"** means the Technology designated as radar Technology in Exhibit C.

56) "**Re-Allocated Project Invention**" means a Project Invention that the parties' patent attorneys have agreed to change ownership of on the Invention Tracking Document as described in Section 7.4.

57) **"Reasonable Efforts"** means reasonable, diligent, good-faith efforts to perform the tasks that are comparable to the efforts it commonly uses to perform similar work for its own business.

58) **"RUNDA"** means a restricted non-disclosure agreement between the parties that identifies specific confidential information, individual recipients, and use restrictions.

59) "**Selecting Party**" means a party who selects a Project Invention by the process described in Section 5.2.3.

60) **"Services"** means the work that a party will do for the other party (including for payment) which is specifically described in an SOW as services.

61) **"Solely-Authored"** means when only Personnel of one party authors a work and it is not intentionally combined with the work of the other party as part of a unitary work.

62) **"Solely-Collected"** means when only Personnel of one party collects or creates information (Including data of any kind in any format but excluding works of authorship) that is Project Technology.

63) **"Solely-Conceives"** or **"Solely Conceived"** means when only Personnel of one party contributes to the Conception of a Project Invention.

64) **"Solely-Created"** means Solely-Conceived for Project Inventions, Solely-Authored for works of authorship, or Solely-Collected for information.

65) **"SOW"** means a statement of work under this Agreement that complies with Section 2.1.

66) **"SOW Term"** has the meaning defined in an SOW.

67) **"Subsidiary"** means, as to any Person (as defined below), a corporation, limited liability company, joint venture, partnership, trust, association, or other entity in which such Person:

a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profits interest, in the case of a partnership; or

b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body,

where a "Person" is any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any governmental authority.

68) **"Subsidiary Agreement"** means the agreement between Intel Corporation and Intel Subsidiaries dated March 4, 2014, to which Mobileye acceded by an agreement dated August 8, 2017.

69) **"Technology"** means all information (including ideas, plans, know-how, data, algorithms, models, discoveries, Inventions, processes, and methods); tangible embodiments (including hardware, devices, machinery, equipment, tools, apparatus, prototypes, samples, and compositions), and works of authorship (including documents, specifications, reports, presentations, software, firmware, RTL code, libraries, databases, compilations, designs, schematics, and photographs), in any format on any media.

70) **"Term"** has the meaning given to it in Section 14.1.

71) **"Trade Secret Rights"** means all trade secret rights or any analogous right, arising under statutory or common law, anywhere in the world.

72) **"Transitional Radar Technology**" means all Technology Created, solely or jointly with Intel Personnel, by:

a) the Radar Team before the IPO Date; or

b) any other Mobileye employees, agents, contractors or subcontractors in the course of their work on any MM-wave-based software-defined imaging radar sensor, prior to the IPO Date;

in each case, which is in the Intel Core Field.

Exhibit 10.6

LIDAR PRODUCT COLLABORATION AGREEMENT

This LiDAR Product Collaboration Agreement (the "**Agreement**") is entered into as of the date of the last signature to it and is effective as of **[●]** ("**Effective Date**") between Intel Corporation, a company established and existing under the laws of Delaware and the United States ("**Intel**"), and Mobileye Vision Technologies Ltd., a company established and existing under the laws of Israel ("**Mobileye**"). Intel and Mobileye are each a "party" to this Agreement and, collectively, the "parties."

BACKGROUND

(A) The parties contemplate that Mobileye Global Inc., the indirect parent of Mobileye, will make an initial public offering of its Class A common stock pursuant to a Registration Statement on Form S-1 under the Securities Act of 1933, as amended.

(B) After this initial public offering, the parties intend to collaborate on certain technical development projects under a Technology and Services Agreement ("**TSA**") to be executed by the parties on or around the date of execution of this Agreement.

(C) The TSA will not apply to the collaboration between the parties for the development and manufacture of a LiDAR sensor system for automobiles. Instead, as detailed below, this Agreement sets out the terms that will apply to the parties' collaboration for a LiDAR sensor system, pursuant to which Intel will manufacture and sell to Mobileye or any of its Affiliates a photonic integrated circuit and grating and mirrors wafers that meet Mobileye requirements, which Mobileye will market and sell as part of a LiDAR sensor system solely for external environment sensing for automobiles, under a gross profit-sharing model with Intel.

ATTACHMENTS

The following attachments are incorporated into this Agreement:

Schedule 1: SOW

Schedule 2: BVL2 Program and CVL Development Costs

Schedule 3: Gross profit share

Schedule 4: BVL and CVL pricing

Schedule 5A: LiDAR Background Technology

Schedule 5B: Intel Fundamental Technology Areas

Schedule 5C: Intel LiDAR Patents

Schedule 6: Patent filing provisions

Schedule 6A: Project Invention Tracking Document

Schedule 7: Project management; Change management

Schedule 8: Patent litigation assistance

AGREEMENT

The parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement have the following meanings:

1.1. **ADAS** means advanced driver assistance systems.

1.2. **Affiliate** means an entity that directly or indirectly Controls, or is directly or indirectly Controlled by, or is under common Control with, either Intel or Mobileye, but only as long as such Control exists, provided that for purposes of this Agreement:

1.2.1. none of the Mobileye Entities will be considered an Affiliate of any Intel Entities;

1.2.2. none of the Intel Entities will be considered an Affiliate of any Mobileye Entities;

1.2.3. no portfolio company of Intel Capital will be considered an Affiliate of Intel or any of Intel's or the Intel Entities' Affiliates, and

1.2.4. none of Intel or any of Intel's or the Intel Entities' Affiliates will be considered an Affiliate of such portfolio company or any of such portfolio company's Subsidiaries.

1.3. **Agreement** means Sections 1 through 23 of this document, its attached schedules, and all of its SOWs, as they may be amended from time to time in accordance with Section 23.1.

1.4. **Automobile** means a vehicle used primarily on public roads for transportation and not for military purposes.

1.5. **Background IPR** means all Intellectual Property Rights, trademarks, trade names, service marks, trade dress, and other forms of corporate or product identification owned, controlled, obtained, or licensed by a party at any time prior to or after the Term, or arising from development of Technology created independently of this Agreement.

1.6. **BVL2 PIC** means the LiDAR TRX photonic integrated circuit for the BVL2 Program, which complies with the BVL2 Program documentation, and which is further detailed in an SOW.

1.7. **BVL2 Program** means the program for the development of an external environment-sensing FMCW LiDAR sensor system for autonomous Automobiles or ADAS in Automobiles, intended to go into production by Mobileye in 2025, and which incorporates (among other components) a BVL2 PIC and grating and mirrors and includes packaging, and TEFL engineering samples.

1.8. **Co-Develop** means to engage in joint technical co-design and co-product development with a contractual commitment for Intel engineering resources and high-volume production, and **Co-Developed** has a corresponding meaning.

1.9. **Conceived** means formation in the mind of the inventor(s) of a definite, complete, and operative Invention, as it may be practiced, and **Conception** has a corresponding meaning.

1.10. **Confidential Information** is the information defined as confidential in the CNDA and RUNDA between the parties.

1.11. **Control** or **Controlled** means directly or indirectly owning or having voting control over more than fifty percent (50%) of the outstanding securities entitled to vote for the election of directors or similar managing authority of an entity, or otherwise having the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body of an entity.

1.12. **Copyrights** means all copyrights, copyright applications, copyright registrations, and any analogous or related right arising under statutory or common law, anywhere in the world, Including any rights from laws implementing the European Database Directive 96/9/EC.

1.13. **CNDA** means the corporate non-disclosure agreement between the parties.

1.14. **Created** means collected, Conceived, created, authored, developed, or generated.

1.15. **CVL PIC** is an XVL PIC that immediately follows the BVL2 PIC and is intended for sale in 2027.

1.16. **CVL Program** means a program for the development of an external environment-sensing FMCW LiDAR sensor system for autonomous Automobiles or ADAS in Automobiles, which incorporates (among other components) a CVL PIC and grating and mirrors, as further agreed by the parties.

1.17. **Day** means a day other than a Friday, Saturday, Sunday or public holiday in Israel and California when banks in Tel Aviv and California are open for business.

1.18. **DRA** means the Development and Reimbursement Agreement between the parties dated 3 December 2018.

1.19. **FMCW** means frequency-modulated continuous wave.

1.20. **Force Majeure Event** means an event beyond a party's reasonable control. A Force Majeure Event that is continuous, but changes in severity or impact, may constitute more than one Force Majeure Event. For example, Covid-19-related issues can be fluid and newly imposed restrictions or warnings, or travel inaccessibility, may cause a new Force Majeure Event to occur. A Force Majeure Event includes the following:

1.20.1. an act of God (whether or not caused by human action), such as earthquake, fire, flood, hurricane, mudslide, bacterial or viral outbreak, pandemic, epidemic, or other outbreak of communicable disease (including Covid-19 and its variants and mutations), tornado, tsunami, volcanic activity, wildfire, and other natural disasters;

1.20.2. an act of a government agency or civil or military authority, or civil disturbance, such as civil war, embargo, insurrection, martial law, military action, order, ordinance, or regulation (including any officially declared emergency or any closing or limiting business operations, travel, or use of private or public transportation or other mobility), rebellion, revolution, riot, and war;

1.20.3. a malicious act or damage, such as sabotage, terrorism, vandalism, or cyberattacks;

1.20.4. an accident, such as one involving an aircraft, motor vehicle, ship, or train, or any chemical release, collision, explosion, fire, radiation or radioactive contamination, or a negligent act causing damage;

1.20.5. a protracted failure of an air, gas, water, or electrical or other energy source, or of a broadband, radio or television broadcast, cellular, internet, satellite, telephone, or other communication system;

1.20.6. production or supply-chain disruption, such as breakdown of plant, equipment, or machinery, default of supplier or subcontractor, inability to secure transportation, shortage of supply or delay in delivery by vendor, strike, lockout, or other labor dispute or stoppage (whether involving its own workforce or a supplier or subcontractor); or

1.20.7. other events of like nature.

1.21. **General Project Technology** means Project Technology that is not LiDAR Foreground Technology, System Technology, or LiDAR Transitional Technology.

1.22. **Identified LiDAR Technology** means LiDAR Background Technology or LiDAR Foreground Technology specified by Intel in an SOW as available for internal use by Mobileye for the Project.

1.23. **Including,** whether capitalized or not means including without limitation.

1.24. **Initial Product** means an external environment-sensing FMCW LiDAR sensor system for autonomous Automobiles or ADAS in Automobiles (comprising, as applicable, hardware, software and firmware), which includes (among other components) a BVL2 PIC and grating and mirrors.

1.25. **Intel Entities** means Intel and its Subsidiaries (other than the Mobileye Entities).

1.26. **Intellectual Property Rights** or **IPR** means all intellectual property rights, Including Copyrights, Patent Rights, and Trade Secret Rights, but excluding trademarks, trade names, service marks, trade dress, or other forms of corporate or product identification.

1.27. **Invention** means an invention of a process, machine, manufacture, or composition of matter, or improvement.

1.28. **Invention Information** means information that: (A) describes inventorship and the inventive aspects of an Invention or its operation; and (B) is confidential and not generally known in the industry.

1.29. **IPO Date** means the date on which Mobileye Global Inc., the indirect parent of Mobileye, makes an initial public offering of its Class A common stock pursuant to a Registration Statement on Form S-1 under the Securities Act of 1933, as amended.

1.30. **Jointly-Conceived** means when Personnel of both parties conceive of at least one inventive aspect of an Invention as determined under U.S. patent law standards.

1.31. **LiDAR Background Technology** means:

1.31.1. Intel's existing LiDAR technology that is described in Schedule 5A; and

1.31.2. the LiDAR Transitional Technology.

1.32. **LiDAR Foreground Technology** means:

1.32.1. any modification to or improvement of the LiDAR Background Technology, which is Created during the Term;

1.32.2. any Technology Created during the Term (other than LiDAR Transitional Technology) embodied in:

(a) the BVL2 PIC; or

(b) any other generation of the LiDAR PIC which is a derivative of the BVL2 PIC or is based on (i) LiDAR Background Technology or modifications thereof, or (ii) Project Technology referred to in Section 1.32.3;

1.32.3. any Project Technology of any type or category that is identified in Schedule 5A or Schedule 5B or which is in the same field as any of the Inventions in Schedule 5C; or

1.32.4. any Project Technology Solely-Created by Personnel of Intel, or jointly Created by Personnel of both parties, in each case after the IPO Date, that is:

(a) system design and system architecture of an FMCW LiDAR sensor system; or

(b) system software and system algorithms for an FMCW LiDAR sensor system.

1.33. **LiDAR Non-Compete Term** means a period that begins on the Effective Date and ends the earlier of:

1.33.1. five years after the Effective Date;

1.33.2. three years from the date when Intel no longer exercises Control over Mobileye or its Affiliates;

1.33.3. the date on which Mobileye cancels the Initial Product or any Subsequent Product development;

1.33.4. the day after the last day of a Suspension notified to Intel under Section 19.6.2 or 19.6.3 or the date on which Section 19.6.3(c) applies;

1.33.5. the date on which Intel properly terminates this Agreement for Mobileye's material breach;

1.33.6. the date on which Mobileye terminates this Agreement (other than properly for Intel's material breach); or

1.33.7. the date on which Mobileye commences work to manufacture any PIC (other than a BVL2 PIC or an XVL PIC) with any third party.

1.34. **LiDAR Team** means the personnel formerly employed or contracted by Intel, who transferred to Mobileye to work on LiDAR Technology.

1.35. **LiDAR Transitional Technology** means all Technology Created, solely or jointly with Intel, by:

1.35.1. the LiDAR Team before the IPO Date; or

1.35.2. any other Mobileye Personnel in the course of their work on any silicon photonics-based LiDAR sensor, prior to the IPO Date;

in each case where the Technology is: (a) of any type or category that is identified in Schedule 5A or Schedule 5B; (b) in the same field as any invention in Schedule 5C; (c) system design and system architecture of a LiDAR sensor; or (d) system software and system algorithms for a FMCW LiDAR sensor.

1.36. **Mobileye Entities** means Mobileye Global Inc. and its Subsidiaries and any entity which becomes a Subsidiary of Mobileye Global Inc. after the Effective Date.

1.37. **Non-Selecting Party** means a party who does not select the Project Invention by the process described in Section 12.3.

1.38. **Patent Rights** means all patent rights in classes and types of utility and design patents applied for and issued (Including substitutions, continuations, continuations-in-part, divisions, reissues, re-examinations, extensions, renewals and industrial design registrations), anywhere in the world.

1.39. **Personnel** means a party's and its Affiliates' employees, agents, contractors, and subcontractors.

1.40. **PIC** means photonics integrated circuit.

1.41. **Project** means:

1.41.1. the project between the parties for the design, development, manufacture, marketing, and sale of the BVL2 PIC, grating and mirrors for the Initial Product under this Agreement; and

1.41.2. any other project between the parties for the design, development, manufacture, marketing, and sale of any XVL PIC, grating and mirrors for any Subsequent Product that is agreed by the parties pursuant to Section 5.1 of this Agreement, the work for which in each case is further described in the SOWs.

1.42. **Project Invention** means Project Technology that is an Invention.

1.43. **Project IPR** means Copyrights, Trade Secret Rights and Project Patent Rights, to Project Technology.

1.44. **Project Patent Rights** means all Patent Rights from any patent application filed by a party that claims a Project Invention.

1.45. **Project Technology** means Technology which is Created by Personnel of one or both parties for a Project during the Term, under an SOW.

1.46. **RUNDA** means any restricted use non-disclosure agreement between the parties.

1.47. **Selecting Party** means a party who selects a Project Invention by the process described in Section 12.3.

1.48. **Solely-Authored** means when only Personnel of one party authors a work and it is not intentionally combined with the work of the other party as part of a unitary work.

1.49. **Solely-Collected** means when only Personnel of one party collects or creates information (Including data of any kind in any format but excluding works of authorship) that is Project Technology.

1.50. **Solely-Conceives** or **Solely Conceived** means when only Personnel of one party contributes to the Conception of a Project Invention.

1.51. **Solely-Created** means Solely-Conceived for Project Inventions, Solely-Authored for works of authorship, or Solely-Collected for information.

1.52. **Statement of Work** or **SOW** means a statement of work under this Agreement, as further described in Section 2.1.

1.53. **Subsidiary** means, as to any Person (defined below), a corporation, limited liability company, joint venture, partnership, trust, association, or other entity in which such Person:

1.53.1. beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profits interest, in the case of a partnership; or

1.53.2. otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body,

where a “Person” is any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any governmental authority.

1.54. **Subsidiary Agreement** means the agreement between Intel Corporation and Intel Subsidiaries dated March 4, 2014, to which Mobileye acceded by an agreement dated August 8, 2017.

1.55. **Substantially Similar Product** means a PIC for an external environment-sensing FMCW LiDAR sensor system for (a) ADAS in Automobiles or (b) autonomous Automobiles, in each case which both:

1.55.1. implements a PIC layout that is substantially similar to the BVL2 PIC; and

1.55.2. has a 28 channel count only.

1.56. **Subsequent Product** means an external environment-sensing FMCW LiDAR sensor system for autonomous Automobiles or ADAS in Automobiles, (comprising, as applicable, hardware, software and firmware) which includes (among other components) an XVL PIC and grating and mirrors.

1.57. **System Technology** means any Project Technology (other than LiDAR Foreground Technology) which is Solely-Created between the IPO Date and the last day of the Term, by Mobileye Personnel, that is:

1.57.1. system design and system architecture of an FMCW LiDAR sensor system; or

1.57.2. system software and system algorithms for an FMCW LiDAR sensor system.

1.58. **Technology** means all information (Including ideas, plans, know-how, data, algorithms, models, discoveries, Inventions, processes, and methods); tangible embodiments (Including hardware, devices, machinery, equipment, tools, apparatus, prototypes, samples, and compositions), and works of authorship (Including documents, specifications, reports, presentations, software, firmware, RTL code, libraries, databases, compilations, designs, schematics, and photographs), in any format on any media.

1.59. **Term** means the term of this Agreement as described in Section 19.1.

1.60. **Trade Secret Rights** means all trade secret rights or any analogous right, arising under statutory or common law, anywhere in the world.

1.61. **XVL PIC** means any generation of the LiDAR photonic integrated circuit other than the BVL2 PIC which is described in an SOW and:

1.61.1. is a derivative of the BVL2 PIC; or

1.61.2. is based on or includes LiDAR Background Technology or LiDAR Foreground Technology.

1.62. **XVL Program** means a program for the development of an external environment-sensing FMCW LiDAR sensor system for autonomous Automobiles or ADAS in Automobiles, which incorporates (among other components) an XVL PIC and grating and mirrors, as further agreed by the parties.

2. **Project work, funding, and documentation**

2.1. **Statements of Work.** The parties will describe and allocate responsibility for the design, development, and manufacturing work of a Project and the marketing and pricing of the Initial Product (and any Subsequent Product agreed under Section 5.1) in sequential statements of work covering the duration of each Project. Each SOW:

2.1.1. must be substantially in the form of Schedule 1;

2.1.2. when in relation to the Project for the Initial Product, will be subject to the provisions in Section 3 and Section 4;

2.1.3. when in relation to the Projects for any Subsequent Products, will be subject to the provisions in Section 5.2 and Section 5.3; and

2.1.4. must be signed by authorized representatives of both parties.

2.2. **Project funding.** Schedule 2 sets out the joint funding for the BVL2 Program and the joint funding which will apply to the CVL Program if an agreement under Section 5.4 is concluded. Any necessary payment terms regarding project funding will be agreed in writing by the parties prior to any payment taking place.

2.3. **SOW agreement process.** SOWs will be agreed by the parties in accordance with the following process:

2.3.1. either party may propose a draft SOW (**"Proposed SOW"**) and will do so in a timely manner, having regard to the need to obtain the input and cooperation of the other and the need to execute an SOW prior to its commencement date;

2.3.2. the parties will meet as necessary to discuss and revise the Proposed SOW in a timely manner; and

2.3.3. if the parties cannot agree on the Proposed SOW the dispute resolution process in Section 20 will apply.

2.4. **Project management.** The parties will comply with Schedule 7 which sets out the procedures and mechanisms for Project management (Including change management).

3. **Outline of Initial Product manufacturing responsibilities**

3.1. **BVL2 PIC, grating and mirror wafer manufacture.**

3.1.1. Mobileye is not licensed to manufacture (or have manufactured) the BVL2 PIC or grating or mirror wafers. Subject to Section 7, Mobileye may not disclose any Intel Confidential Information (including any information related to the BVL2 PIC) to any third party without Intel's prior express written agreement.

3.1.2. Intel will exclusively manufacture the BVL2 PIC and grating and mirror wafers for the Initial Product, provided that Intel will agree to license a foundry which it wholly-owns (**"Wholly-Owned Foundry"**) to manufacture the BVL2 PIC (and the grating and mirror wafers if applicable) for the Initial Product, only if Mobileye requests that the parties explore the option for the Wholly-Owned Foundry to manufacture the BVL2 PIC, and all of the following conditions are met:

(a) the parties' joint financial analysis (which must include consideration of and accounting for Intel's and Mobileye's costs and contributions) concludes that it is more cost-effective for Intel and Mobileye to enable the Wholly-Owned Foundry to manufacture the BVL2 PIC (and grating and mirror wafers if applicable); and

(b) Intel concludes an agreement with the Wholly-Owned Foundry that is sufficiently protective of Intel's confidential information, the LiDAR Background Technology, and LiDAR Foreground Technology, and sets out the commercial and legal aspects of licensing and manufacturing the BVL2 PIC for the Initial Product, (and grating and mirror wafers if applicable), Including any licenses of Intel Technology which Intel considers are necessary to enable the development and manufacture of the BVL2 PIC (and grating and mirror wafers if applicable) for the Initial Product.

3.1.3. If the parties decide (each in their sole discretion) that it would be mutually beneficial to explore other manufacturing options, they may, by separate written agreement signed by their authorized representatives, agree that a third-party foundry which is not a Wholly-Owned Foundry will manufacture the BVL2 PIC (and grating and mirror wafers if applicable) for the Initial Product. The separate written agreement must be sufficiently protective of Intel's confidential information, the LiDAR Background Technology, and LiDAR Foreground Technology, and set out the commercial and legal aspects of licensing and manufacturing the BVL2 PIC (and grating and mirror wafers if applicable), Including any licenses of Intel Technology which Intel considers are necessary to enable the development and manufacture of the BVL2 PIC (and grating and mirror wafers if applicable) for the Initial Product.

3.2. **BVL2 PIC and grating and mirrors sale.** The price of the BVL2 PIC and the grating and mirrors for the Initial Product is described in Schedule 4.

3.3. **BVL2 PIC and grating and mirror wafer manufacture.** Other than the manufacturing of the BVL2 PIC and the grating and mirror wafers, Mobileye will manufacture and assemble (or have manufactured and assembled) all components of the Initial Product. Mobileye will integrate (or procure the integration of) the BVL2 PIC, grating, and mirrors into the Initial Product, subject to compliance with Section 7.

4. **Outline of Initial Product marketing responsibilities**

4.1. **Initial Product marketing.** The parties intend that Mobileye will exclusively market and sell the Initial Product. The parties will agree in writing on annual plans for sales and marketing of the Initial Product in accordance with Section 4.2.

4.2. **BVL2 Program restrictions.** Mobileye may only:

4.2.1. use the BVL2 PIC, grating and mirrors in an Initial Product as integrated (by or for Mobileye) into an autonomous Automobile or ADAS solution in an Automobile, that Mobileye operates or sells for mobility-as-a-service;

4.2.2. sell the BVL2 PIC, grating and mirrors to an automotive Tier 1 supplier:

(a) for integration into an Initial Product for autonomous Automobile or ADAS in an Automobile, for an automotive OEM;

(b) for sale to an automotive OEM for integration into an Initial Product for autonomous Automobiles or ADAS in Automobiles;

4.2.3. sell the BVL2 PIC, grating and mirrors to an automotive OEM for integration into an Initial Product for autonomous Automobiles or ADAS in Automobiles; and

4.2.4. sell the BVL2 PIC, grating and mirrors in an Initial Product to other third parties in other markets agreed in writing signed by authorized representatives of the parties.

4.3. **Gross Profit Sharing.** For each Initial Product or components thereof sold by Mobileye, Mobileye will pay Intel a share of the gross profit as described in Schedule 3. Any necessary payment terms regarding payments for the gross profit sharing will be agreed by the parties prior to any payment taking place, in a written agreement signed by the authorized representatives of each party.

5. **Next generation products**

5.1. **Prior agreement required.** The parties may, by amending this Agreement, agree to undertake the design, development, manufacture, and marketing of a Subsequent Product, such amendment to include:

5.1.1. internal development licenses to Mobileye for LiDAR Background Technology and LiDAR Foreground Technology solely for the development of the Subsequent Product;

5.1.2. the details of any joint funding of and profit share for the Subsequent Product (provided that as of the Effective Date the parties have only agreed the funding arrangement and gross profit-sharing model that will apply if an agreement for CVL PIC is concluded under Section 5.4, and any further funding arrangements would be subject to mutual agreement);

5.1.3. annual plans for the sales and marketing of the Subsequent Product; and

5.1.4. an SOW for the Project which describes the XVL PIC.

5.2. **XVL PIC sales and usage restrictions.** The provisions of Section 4.2 will apply to any XVL PIC and any Subsequent Product as if the references in that Section to the BVL2 PIC and Initial Product were references to the XVL PIC and Subsequent Product respectively.

5.3. **Manufacture of XVL PIC.**

5.3.1. Mobileye is not licensed to manufacture (or have manufactured) any XVL PIC or grating and mirror wafers. Subject to Section 7, Mobileye may not disclose any Intel Confidential Information (including any information related to the XVL PIC) to any third party without Intel's prior express written agreement.

5.3.2. Section 3.1.2 and Section 3.1.3 shall apply to the manufacture of the XVL PIC as if the references in that Section to the BVL2 PIC and Initial Product were references to the XVL PIC and Subsequent Product respectively.

5.4. **CVL.** Without limiting the generality of Section 5.1 and Section 5.3, the parties commit to pursuing a collaboration for the design and development, and Intel's manufacture, of the CVL PIC and grating and mirror wafers, and to negotiating in good faith an agreement for the design and development, and Intel's manufacture, of the CVL PIC, and grating and mirror wafers, in each case for a Subsequent Product. Schedule 4 sets out the pricing framework for the CVL PIC, and grating and mirror wafers, which will apply if the agreement referred to in this Section is concluded.

6. **Sales Terms**.

6.1. **Applicable terms.** Any sale by Intel to Mobileye of the BVL2 PIC, XVL PIC, and grating and mirrors (in this Section 6, each, a **"Product"**), will be on terms to be agreed in writing by the parties, and if no agreement is reached prior to the sale, then Intel's standard terms and conditions of sale current at the time of sale will apply.

6.2. **Additional services.** In the event that Mobileye requests Intel to perform additional services (Including additional quality, testing and reliability services) which Intel would not normally perform for its other customers of products that are similar to the Products, then if Intel agrees in writing to perform the services:

6.2.1. Mobileye will pay the cost for any capital expenditure required to acquire tooling or other equipment for the agreed services, which costs the parties have agreed in writing (**"Mobileye-Only Costs"**); or

6.2.2. Intel may, in its sole discretion, agree to pay the Mobileye-Only Costs, in which case:

(a) the Mobileye-Only Costs will be added to the costs of the relevant Products sold to Mobileye; and

(b) if Mobileye terminates the Agreement or the Project or stops purchasing the relevant Products prior to Intel's full recovery of the Mobileye-Only Costs, Mobileye will pay Intel the remaining portion of the Mobileye-Only Costs which Intel did not recover.

6.3. **Non-cancellable, non-reschedulable orders.** Unless otherwise expressly agreed in the terms agreed under Section 6.1, purchase orders will be non-cancellable and non-reschedulable (**"NCNR**"), at a minimum, during the 6 months lead time to Product delivery. Intel may by notice to Mobileye change the NCNR period in its sole discretion depending on market conditions and supply availability.

7. **Subcontractors**

7.1. **Use of subcontractors.** Subject to Section 7.2, each party may permit its subcontractors (Including ODMs) and agents (together, "**Subcontractors**") to perform work for a Project on its behalf, provided that the subcontracting party:

7.1.1. ensures that, before beginning the work, the Subcontractor signs a confidentiality and restricted use undertaking that is no less protective of the other party than this Agreement (Including any applicable requirements in the CNDA or RUNDA) and, where the Subcontractor is assembling, integrating, or manufacturing the Initial Product or any Subsequent Product for Mobileye, the Subcontractor must also comply with all measures reasonably required by Intel to adequately protect Intel's Confidential Information and Technology; and

7.1.2. is and remains responsible for all acts and omissions of its Subcontractors as if the acts and omissions were the subcontracting party's own.

7.2. **No subcontracting of certain work.** Mobileye may not subcontract or otherwise outsource the design or manufacturing of the BVL2 PIC or any XVL PIC, or (without limiting the foregoing) any work that is intended to be done by Intel under this Agreement.

8. **Background IPR.**

8.1. **Background IPR and DRA rights.** Other than in respect of Mobileye's assignments to Intel of its IPR to LiDAR Transitional Technology under Section 10.1, nothing in this Agreement:

8.1.1. assigns or transfers any ownership interest in a party's Background IPR; or

8.1.2. affects any rights that accrued to a party under the DRA prior to its termination.

8.2. **Physical property.** Nothing in this Agreement transfers a party's ownership of any physical property that it discloses or provides to the other party under this Agreement.

9. **System Technology.**

9.1. **System Technology.** Mobileye will solely own all Project IPR in System Technology.

9.2. **Development License.** Mobileye hereby grants to Intel and its Affiliates a world-wide, royalty-free, fully paid-up, non-exclusive, non-sublicensable license under Mobileye's Trade Secret Rights and Copyrights to System Technology, to the extent to which it is delivered to Intel by Mobileye under this Agreement, to use, copy, and modify the System Technology solely for a Project during the Term. Intel may only disclose the System Technology to its subcontractors under Section 7.

10. **LiDAR Background Technology**

10.1. **Ownership.** Intel owns and retains ownership of all IPR in the LiDAR Background Technology.

10.2. **LiDAR Transitional Technology.**

10.2.1. **Assignment.** Mobileye, on behalf of itself and its Affiliates and its Personnel, hereby assigns and agrees to assign to Intel all of its and their right, title, and interest to IPR to LiDAR Transitional Technology without any duty of accounting, and without any duty to obtain the consent of or pay any royalties to Mobileye or its Affiliates to exploit, license, or enforce such rights.

10.2.2. **Invention information.** Mobileye will:

(a) promptly disclose all Inventions in the LiDAR Transitional Technology in writing to Intel (Including all the information set out in Schedule 6A as if references in that Schedule to General Project Inventions were references to Inventions in LiDAR Transitional Technology); and

(b) track and provide to Intel all Invention Information relating to the Inventions in the LiDAR Transitional Technology.

10.2.3. **Patent filing.** Intel may, in its sole discretion, file patent applications claiming the Patent Rights for Inventions in the LiDAR Transitional Technology and may file anywhere in the world, solely in its own name, and at its own expense. Intel need not file any patent application for any such Invention and need not maintain any patent application it has filed.

10.2.4. **License to Non-Assignable IPR.** If any part of the assignment under Section 10.1.1 is not possible for any reason, Mobileye on behalf of itself and its Affiliates and its Personnel, hereby grants to Intel and its Affiliates, a world-wide, perpetual, irrevocable, non-terminable, royalty-free, fully paid-up, exclusive (including as to Mobileye and its Affiliates), sublicensable, transferable license under its and their unassigned IPR to LiDAR Transitional Technology to use, disclose, modify, distribute, perform, display, make, have made, license, offer to sell, sell, import, and otherwise dispose of LiDAR Transitional Technology.

11. **LiDAR Foreground Technology Ownership**

11.1. **Ownership.** Intel solely owns all IPR to LiDAR Foreground Technology.

11.2. **Assignment**. Mobileye, on behalf of itself and its Affiliates and its Personnel, hereby assigns and agree to assign to Intel all of its and their right, title, and interest to IPR to LiDAR Foreground Technology without any duty of accounting, and without any duty to obtain the consent of or pay any royalties to Mobileye or its Affiliates to exploit, license, or enforce such rights.

11.3. **License to Non-Assignable IPR.** If any part of the assignment under Section 11.2 is not possible for any reason, Mobileye, on behalf of itself and its Affiliates and its Personnel, hereby grants to Intel and its Affiliates, a world-wide, perpetual, irrevocable, non-terminable, royalty-free, fully paid-up, exclusive (including as to Mobileye and its Affiliates), sublicensable, transferable license under its and their unassigned IPR to LiDAR Foreground Technology to use, disclose, modify, distribute, perform, display, make, have made, license, offer to sell, sell, import, and otherwise dispose of LiDAR Foreground Technology. No license under Mobileye Background IPR is granted under this Section 11.3.

11.4. **Invention information.** Mobileye will:

11.4.1. promptly disclose all Inventions in the LiDAR Foreground Technology in writing to Intel (Including all the information set out in Schedule 6A as if references in that Schedule to General Project Inventions were references to Inventions in LiDAR Foreground Technology); and

11.4.2. track and provide to Intel all Invention Information relating to all Inventions in the LiDAR Foreground Technology.

11.5. **Patent filing.** Intel may, in its sole discretion, file patent applications claiming the Patent Rights for Inventions in the LiDAR Foreground Technology and may file anywhere in the world, solely in its own name, and at its own expense. Intel need not file any patent application for any such Invention and need not maintain any patent application it has filed.

12. **General Project Technology.**

12.1. **Mobileye Solely-Created General Project Technology.** Mobileye solely owns all Project IPR to General Project Technology that is Solely-Created by its Personnel.

12.2. **Intel Solely-Created General Project Technology.** Intel solely owns all Project IPR to General Project Technology that is Solely-Created by its Personnel.

12.3. **Ownership of General Project Technology Patent Rights**. The parties will meet as necessary to allocate ownership of Patent Rights to Jointly-Conceived Project Inventions that are General Project Technology by the following selection process. Upon submission of an Invention disclosure for a Jointly-Conceived Project Invention that is General Project Technology, the parties will determine which party will select the first Jointly-Conceived Project Invention. The parties will alternate turns to select subsequent Jointly-Conceived Project Inventions that are General Project Technology until all are selected, such selections to be completed by no later than 6 months after the end of the Term.

12.4. **Assignment**. The Non-Selecting Party, on behalf of itself and its Affiliates and its Personnel, hereby assigns and agrees to assign to the Selecting Party all its and their right, title, and interest in its and their Project Patent Rights in the Project Invention selected by the Selecting Party under Section 12.3 without any duty of accounting, and without any duty to obtain the Non-Selecting Party's (or its Affiliates') consent or to pay any royalties to the Non-Selecting Party or its Affiliates to exploit, license, or enforce such rights. The Selecting Party will exclusively own all Project Patent Rights in the Project Invention selected under Section 12.3.

12.5. **Joint General Project Technology Patent License**. The party that solely owns Project Patent Rights to a Jointly-Conceived Invention which is General Project Technology (a **"General Joint Invention"**) hereby grants to the other party and its Affiliates, a world-wide, perpetual, irrevocable, non-terminable, royalty-free, fully paid-up, non-exclusive, non-sublicensable (except as permitted under the Subsidiary Agreement), non-transferable (except as permitted by Section 23.3 (Assignment)) license under its Project Patent Rights in General Joint Inventions to (A) make, use, offer to sell, sell, import, and otherwise exploit and dispose of any General Joint Invention that is embodied in or used in the other party's products or services, and (B) practice and have practiced any General Joint Invention in that party's manufacturing or services.

12.6. **Ownership of Other General Project IPR**. The parties will jointly own the Copyrights and Trade Secret Rights in General Project Technology that is not Solely-Created. Each party hereby assigns (on behalf of itself and its Affiliates and Personnel) to the other party an equal, undivided ownership interest in the Copyrights and Trade Secret Rights in works that are General Project Technology that are not Solely-Created.

12.7. **Rights**. Subject to the confidentiality restrictions in Section 15.3, regardless of the ownership of the Trade Secret Rights and Copyrights under national law, each party, may use, modify, disclose, reproduce, perform, display, disclose, and distribute General Project Technology described in Section 12.6 as if the Trade Secret Rights and Copyrights in that General Project Technology were solely owned by that party, without any duty of accounting and without any duty to obtain the other party's consent or to pay any compensation to the other party in order to exploit, license, assign, or enforce those rights.

13. **License for development of Initial Product.**

13.1. **Express licenses only.** Neither party grants any implied licenses to the other party under any legal theory. The only licenses granted in this Agreement are the express licenses in Sections 9.2, 10.2, 11.3, 12.5 and 13.2. Without limiting the foregoing, neither party is licensed to modify the other party's Technology or use it to create new Technology, unless and to the extent expressly stated in this Agreement. Nothing in this Agreement requires or will be treated as requiring either party to grant any additional license.

13.2. **License to Identified LiDAR Technology.** Subject to the terms of this Agreement, Intel hereby grants to Mobileye and its Affiliates a world-wide, royalty-free, fully paid-up, non-exclusive, non-sublicensable, non-transferable (except as permitted by Section 23.3 (Assignment)) license during the Term, under Intel's Trade Secret Rights and Copyrights to Identified LiDAR Technology to use, copy, and modify the Identified LiDAR Technology only for development of the Initial Product only when used and sold in accordance with Section 4.2. Identified LiDAR Technology licensed under this Section 13.2 may only be disclosed to subcontractors under Section 7.

13.3. **Patent Filing Restriction.**

13.3.1. During the development of the Initial Product and any Subsequent Products, and for five years from the completion of the last Subsequent Product, Mobileye must not file a patent application based on or using the LiDAR Background Technology, LiDAR Foreground Technology, or information in the LiDAR patents set out in Schedule 5C, except with the prior written approval of the Director of the Intel Patent Group.

13.3.2. Mobileye may not disclose any Intel Confidential Information that is LiDAR Background Technology or LiDAR Foreground Technology in any patent application at any time without written permission from the Director of the Intel Patent Group.

13.3.3. During the period referred to in Section 13.3.1, Mobileye must disclose any LiDAR Invention to Intel upon submission to Mobileye's docketing system and consult with Intel prior to filing any LiDAR patent application to remove any Intel Confidential Information or Technology disclosed in the patent application.

13.4. **Patent Defense.** If Mobileye or its Affiliate is sued by a practicing company for infringement of a LiDAR patent, Intel will assist Mobileye or its Affiliate in accordance with the terms and procedures in Schedule 8.

14. **LiDAR Non-Compete.**

14.1. **Scope of non-compete.** During the LiDAR Non-Compete Term, Intel will not: (a) sell to a customer other than Mobileye and its Affiliates a PIC that implements the specific BVL2 PIC layout design for an external environment-sensing FMCW LiDAR sensor system for ADAS in Automobiles or autonomous Automobiles; or (b) sell to a customer other than Mobileye and its Affiliates a Substantially Similar Product. Intel may Co-Develop a Substantially Similar Product with a third party, subject to the third-party agreeing not to sell the Co-Developed Substantially Similar Product during the LiDAR Non-Compete Term.

14.2. **No publicity.** During the LiDAR Non-Compete Term, Intel will not make or approve a public announcement mentioning Intel's name, regarding an Intel Co-Developed, external environment-sensing FMCW LiDAR sensor system for Automobiles.

14.3. **No restriction on acquired companies or foundry services.** Except for Section 14.1(a), nothing in this Section 14 applies to any company acquired by Intel at any time or to Intel's foundry services

14.4. **No further restrictions.** Other than the express restrictions in this Section 14 and subject to Mobileye's right to exclusively market the Initial Product if so agreed under Section 4.1 and in accordance with Section 4.2, nothing precludes Intel's collaboration, disclosure, development, manufacturing, marketing, sale, or other exploitation of the whole or any part of the Initial Product or any Subsequent Product or any associated LiDAR technology.

15. **Patent filing provisions**

15.1. **Schedule 6.** The parties will comply with the provisions of Schedule 6.

15.2. **Cooperation in Applying for Patents.** Each party who is assigning Patent Rights will assist the assignee by doing the following promptly when requested at its own expense: (A) execute and deliver assignment documents; (B) cause its Personnel, Including inventors of Inventions, to cooperate with filing patent applications, without charging the other party for the time of its Personnel; (C) pay any compensation relating to patent filing or use of its Personnel's invention rights without right of reimbursement.

15.3. **Confidentiality of Inventions.** Without prejudice to Mobileye's obligations under Section 13.3, the party that does not own the Patent Rights to an Invention under this Agreement will protect the Invention Information in the same manner it protects its own Confidential Information until the earlier of the date: (A) that is 5 years after the date of allocation of ownership of the Patent Rights under this Agreement; or (B) on which the information is no longer confidential, Including when a patent application for the Invention, if any, is published. A party that does not own the Patent Rights in an Invention may request that the other party provide a waiver in writing of the time requirement to maintain confidentiality.

16. **Confidentiality**.

16.1. **CNDA.** The CNDA governs the exchange of information between the parties, save that the express trade secret licenses in this Agreement may allow the parties to use and disclose licensed information more broadly than the terms in the CNDA.

16.2. **RUNDA.** The parties may also enter into a RUNDA for certain highly Confidential Information. Notwithstanding the license terms in this Agreement, the RUNDA terms will govern each party's disclosure and protection obligations related to Confidential Information disclosed under a RUNDA.

16.3. **Third party information.** Mobileye will also take reasonable measures to protect third party confidential information from disclosure that it receives through Intel, and Mobileye will fulfill all instructions from Intel for compliance with Intel's agreements with third parties.

17. **Disclaimer and Limitation of Liability.**

17.1. **Disclaimer**. **Except for the warranties expressly set forth in this Agreement, and subject to Section 17.5, each party and its Affiliates hereby expressly disclaims all representations and warranties, Including implied warranties of merchantability, non-infringement, and fitness for a particular purpose. Neither party makes any representations or warranties about the validity or enforceability of any IPR.**

17.2. **Limitation of Liability**. **Except for claims described in Section 17.4, neither party or its Affiliates will be liable for indirect, incidental, exemplary, punitive, consequential, or special damages arising out of this Agreement, or any damages from the loss of profits, revenue, production, use, or data, whether direct or indirect and regardless of whether those damages arise in contract or tort or whether the parties are aware of the possibility of those damages.**

17.3. **Liability cap**. Except for claims described in Section 17.4 and Section 17.5, the aggregate liability of either party and its Affiliates arising out of or related to this Agreement, regardless of the form of any claim, action, or theory of liability (Including contract, tort, or statute), will not exceed the aggregate amounts paid or payable by Mobileye to Intel under this Agreement for development services. Multiple claims will not increase this limitation.

17.4. **Unlimited Liability.** No limitation will apply to any claim of infringement of Intellectual Property Rights, breach of a license or confidentiality obligation Including Section 16, or any liability which cannot be limited under applicable law.

17.5. **Product warranties and liabilities.** Intel's standard terms and conditions of sale or any other terms agreed by the parties pursuant to Section 6 set forth the exclusive warranties, remedies, and liabilities applicable to the products sold by Intel to Mobileye.

18. **Notices and Approvals**.

18.1. **Notices.**

18.1.1. Notices given or required to be given under this Agreement must be written and in English and sent to both the mailing and email address specified below along with a copy of this Agreement. Email delivery alone for a notice of breach of this Agreement or termination is insufficient. Paper copies must be sent by overnight courier or registered or certified mail, with online tracking information supplied by email to the recipient.

18.1.2. Each notice is considered duly given 7 Days after being sent.

18.1.3. When this Agreement specifies a time period for sending a notice, a day is any calendar day, unless Days are specified.

18.1.4. Nothing in this Section 18 relates to service of process.

18.1.5. Unless changed by notice, all notices must be addressed as follows:

Mobileye:	**Intel:**
MOBILEYE VISION TECHNOLOGIES LTD 13 Hartom St. Har Hotzvim, Jerusalem, Israel 9777513 Attn: Mobileye General Legal Counsel **With a copy, which will not be notice, to**: legal@mobileye.com	**INTEL CORPORATION** 2200 Mission College Blvd. Santa Clara, CA 95054 Attn: General Counsel Reference ID: Miriam Ezrachi Technology and Services Agreement **With a copy, which will not be notice, to**: Intel-Legal-Notices@intel.com With an email copy, which will not be notice, to Jack Weast. **And with a copy, which will not be notice, to:** Intel Corporation Post Contract Management, M/S FM1-53 1900 Prairie City Road Folsom, CA 95630 Email: post.contract.mgmt@intel.com

18.2. **Approvals.** Where this Agreement provides that Intel's written agreement or approval is required, then unless otherwise specified in the Agreement, such agreement or approval is a prior written agreement or approval, given either (a) in a written agreement signed by authorized representatives of the parties; or (b) expressly by an Intel Corporate Vice President or higher-grade executive.

19. **Termination**.

19.1. **Term**. This Agreement begins on the Effective Date, and unless terminated earlier in accordance with this Section 19, continues until the tenth anniversary of the Effective Date (**"Initial Term"**), and thereafter will be automatically extended for successive 24-month periods.

19.2. **Termination for Convenience.** Either party may terminate the Agreement at any time for any reason by giving no less than 24 months' prior written notice.

19.3. **Termination for Material Breach**. Either party may terminate this Agreement or an SOW for a material breach. A notice must state the provisions that have been breached and the facts establishing a breach. Except for payment breaches, which must be cured within 30 Days of notice, and breaches which cannot be cured, the parties must follow the dispute resolution process in Section 20 and allow the breaching party an opportunity to cure before the Agreement or the SOW will terminate.

19.4. **Business exit by Intel.** As of the Effective Date, Intel does not intend to shut down the factory operations for silicon photonics or sell or transfer the factory operation for silicon photonics to an unrelated third party ("**Exit**") before the launch of the CVL PIC. However, if Intel decides to Exit:

19.4.1. Intel must give Mobileye 24 months' notice of its decision; and

19.4.2. Mobileye may terminate this Agreement at any time during the first 6 months of the notice period in Section 19.4.1 by giving Intel 30 days' notice.

19.5. **Obligations Following Intel's Notice of Termination for Convenience or Exit**. If Intel provides notice of termination for convenience under Section 19.2 or notice of an Exit under Section 19.4, and Mobileye has not terminated the agreement as set forth in Section 19.4.2, then with respect to Projects agreed in writing signed between the parties:

19.5.1. Intel will timely enter into discussions with a third party with a view to the third party taking over the manufacturing of the BVL2 PIC for the Initial Product or the XVL PIC (including the CVL PIC) for the Subsequent Product (as the case may be), subject to Intel reaching agreement with the third party on contractual provisions acceptable to Intel (at Intel's sole discretion reasonably exercised in good faith) and which (without limiting the foregoing):

(a) are sufficiently protective of Intel's confidential information and Technology;

(b) set out the extent of and remuneration for Intel development services required by the third party to enable it to manufacture the BVL2 PIC or the XVL PIC (including the CVL PIC) (as the case may be); and

(c) set out the commercial and legal aspects of licensing and manufacturing the BVL2 PIC or the XVL PIC (including the CVL PIC) (as the case may be), Including licenses of Intel Technology which Intel considers are necessary to enable the development and manufacture; and

19.5.2. the parties will amend the Agreement to:

(a) ensure that Mobileye has the necessary development licenses to LiDAR Background Technology and LiDAR Foreground Technology for the BVL2 PIC or the XVL PIC (including the CVL PIC) (as the case may be) to cover the period during which Intel is negotiating with the third-party manufacturer, and thereafter for the appropriate period, if the third-party manufacturing agreement is concluded; and

(b) provide for termination of the licenses so extended if Intel gives notice of its determination that the third-party manufacturing agreement cannot be concluded, despite reasonable efforts to do so.

19.6. **Product development suspension and business exit by Mobileye.**

19.6.1. **Exit.** If Mobileye decides to exit the business of LiDAR sensor development or sale:

(a) Mobileye must give Intel 12 months' notice of its decision; and

(b) Intel may terminate this Agreement by giving 30 days' notice.

19.6.2. **Notice of suspension.** If Mobileye intends to suspend the development of the Initial Product or any Subsequent Product for at least 6 months (such 6-month period, a **"Suspension"**), or if a Suspension has occurred, Mobileye must as soon as reasonably possible give prior notice to Intel specifying the date of the last day of the Suspension. Intel may terminate the relevant SOW immediately by notice on the day after the last day of the Suspension.

19.6.3. **Confirmation of suspected suspension.** If Intel reasonably believes that Suspension (as defined above) has occurred or will occur, it may in writing request Mobileye's confirmation, and Mobileye must within 10 Days of the request give Intel notice either denying the Suspension, or confirming the Suspension and specifying the date on which it began. Intel may terminate the relevant SOW immediately by notice:

(a) if Mobileye confirms that the Suspension has occurred;

(b) on the day after the last day of the Suspension; or

(c) if Mobileye does not give Intel the notice referred to in this Section 19.6.3 within 10 Days of Intel's request.

19.7. **Termination for Bankruptcy or Insolvency.** This Agreement will terminate automatically and without notice if a party becomes the subject of any voluntary or involuntary insolvency, cession, liquidation, winding up, bankruptcy, reorganization, rearrangement, receivership, assignment for the benefit of creditors, or similar proceedings under applicable law, Including the U.S. Bankruptcy Code or any foreign equivalent.

19.8. **SOW Term**. Subject to Sections 19.6 and 19.9.2, each SOW will be effective and binding on the respective parties for the term specified in the SOW (**"SOW Term"**), and termination of an SOW will be effective in accordance with the provisions of that individual SOW.

19.9. **General consequences of termination.** If this Agreement expires or is terminated for any reason, then:

19.9.1. the license in Section 13.2 immediately terminates and Mobileye will not have any further right to use any LiDAR Background Technology or LiDAR Foreground Technology;

19.9.2. any SOWs then in force will terminate immediately; and

19.9.3. termination of this Agreement will not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination.

19.10. **Effect of termination of SOW**.

19.10.1. Upon termination of this Agreement and subject to Section 19.10.2, each party will return or (at the owning party's option) destroy all Technology of the other party disclosed or created for a Project and deactivate all access to the other party's physical and electronic property.

19.10.2. After termination of this Agreement, Mobileye may retain hardware products purchased from Intel and any Technology which the parties agree is necessary for support and maintenance of products sold to third parties.

20. **Dispute Resolution**.

20.1. Subject to Section 20.2, any dispute arising out of or relating to this Agreement, Including any allegation of a material breach other than an allegation related to non-payment, will be resolved as follows: A party will send notice of the dispute or material breach, Including a detailed description of the issues and relevant supporting documents. Management from each party will then try to resolve the dispute. If the parties do not resolve the dispute within 30 calendar days after the dispute notice, either party may send notice of a demand for mediation. The parties will then try to resolve the dispute with a mediator. If the parties do not resolve the dispute within 60 calendar days after the mediation demand, either party may begin litigation or the party alleging the material breach may terminate this Agreement.

20.2. Either party may at any time may seek an injunction or other equitable remedies for misappropriation of trade secrets, breach of confidentiality obligations, or infringement of IPR, without complying with the process in Section 20.1.

21. **Survival**. Sections 1, 3.1.1, 4.2, 4.3, 5.2, 5.3.1, 6.1, 6.2, 6.3, 7.1.2, 7.2, 8, 9.1, 10, 11, 12, 13.1, 13.3, 13.4, 14, 15, 16, 17, 18, 19.5, 19.9, 19.10, 20, 21, 22, and 23, and the Schedules and Exhibits to which they refer, will survive termination of this Agreement.

22. **Entire Agreement.**

22.1. This Agreement contains the complete and exclusive agreement between the parties concerning its subject matter, and supersedes all prior and contemporaneous agreements, understandings, representations, warranties, and communications between the parties relating to its subject matter.

22.2. This Agreement Including its termination, has no effect on any signed non-disclosure agreements between the parties (Including the CNDA and RUNDAs), which remain in full force and effect as separate agreements according to their terms.

22.3. The express provisions of this Agreement control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the provisions of this Agreement.

23. **General**.

23.1. **Amendments.** No amendment or modification to this Agreement will be effective unless in writing and signed by authorized representatives of the parties.

23.2. **Anti-Reliance**. Each party agrees that, in entering into this Agreement, (A) it has relied solely on the results of its own investigation of the facts and circumstances, its own business judgment, and the express terms and conditions in this Agreement, and (B) it has not relied on and is not entitled to rely on any oral or written understanding, condition, representation, warranty, or communication that is not expressly set forth in this Agreement.

23.3. **Assignment**. Subject to Section 23.4, neither party may assign any rights or delegate any duties under this Agreement, in whole or in part, whether by contract, operation of law or otherwise without the prior written consent of the other party, and any attempt to assign any rights, duties, or obligations without the other party's written consent will be a material breach of this Agreement and will be null and void. This Agreement will bind and inure to the benefit of the respective parties and their permitted successors and assigns.

23.4. **Permitted assignments.** Consent is not required under Section 23.3 for Intel to assign or delegate all or any of its rights or obligations under this Agreement to any Intel Entity.

23.5. **Conflicts Among Documents**. If there is any conflict between the provisions of Sections 1 through 23 of this Agreement and any term in a document included or referenced in this Agreement, the following order of precedence for determining which terms will control is: (A) any RUNDA; (B) the provisions of Sections 1 through 23 of this Agreement; (C) the SOWs; (D) the CNDA.

23.6. **Expenses**. Unless otherwise specified in this Agreement or an SOW, each party is responsible for its own expenses associated with negotiating and performing under this Agreement.

23.7. **Force Majeure.**

23.7.1. **Party not liable.** A party is not liable for its delay in performing, or its failure to perform, any obligations under this Agreement to the extent that the delay or failure to perform is caused by a Force Majeure Event.

23.7.2. **Notice required.** A party seeking to excuse its delay in performing or failure to perform must give prompt written notice of the Force Majeure Event after it occurs and describe the circumstances causing, and the anticipated duration of, any actual or anticipated delay or failure to perform.

23.7.3. **Best efforts to minimize.** A party seeking to excuse its delay in performing or failure to perform must use best efforts to minimize the effects and duration of its nonperformance.

23.7.4. **Non-waiver of Common Law Defenses.** The rights and remedies in this Section 23.7 are in addition to any other rights and remedies provided by law or in equity, Including the doctrines of impossibility of performance or frustration of purpose

23.8. **Headings**. The section and paragraph headings in this Agreement are for convenience of reference only and must not affect the interpretation of this Agreement.

23.9. **Independent Development**. Except for the restrictions in Sections 3.1.1, 4.2, 5.3.1, 7.2 and 14, this Agreement does not preclude either party from: (a) independently designing, developing, making, marketing, or distributing any technologies or products; or (b) entering into any arrangements with third parties, Including evaluating or acquiring a third party's technologies or products.

23.10. **No partnership.** Notwithstanding anything to the contrary herein, this Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture, grant of a franchise between Intel and Mobileye (or any of their respective Affiliates), fiduciary, or similar relationship.

23.11. **No Construction Against the Drafter**. Both parties will be considered to have drafted this Agreement, and each party waives any rule of construction that ambiguities will be construed against the drafting party.

23.12. **Payment and Tax**

23.12.1. The terms "gross profit", "cost of goods sold", and "gross margin" in this Agreement are defined in accordance with US GAAP unless expressly agreed otherwise in writing signed by authorized representatives of both parties.

23.12.2. **Transaction Taxes**. Notwithstanding anything to the contrary herein, a party making a payment under this Agreement (**"Payor"**) will pay all applicable transaction taxes, Including sales and use taxes, value added taxes, duties, customs, tariffs, and other government-imposed transactional charges (**"Transaction Taxes"**). The party receiving payments under this Agreement (**"Recipient"**) will separately state on its invoices the Transaction Taxes that Recipient is required to collect under applicable law. Payor will provide proof of any exemption from Transaction Taxes to Recipient at least 15 Days prior to the due date to paying an invoice. Recipient will cooperate with Payor in minimizing any Transaction Taxes to the extent permitted by applicable law. If Recipient fails to collect required Transaction Taxes from Payor, Payor's liability will be limited to the Transaction Tax assessment, with no reimbursement for penalty or interest charges.

23.12.3. **Withholding Taxes**. If applicable, Payor will be entitled to deduct or withhold from amounts payable to Recipient under this Agreement any withholding taxes required to be deducted or withheld under applicable law and pay to Recipient the remaining net amount. Payor will remit, and provide Recipient with evidence that Payor has remitted, the withholding taxes to the appropriate taxing authority. If within 15 Days prior to the due date for any Payor payment, Recipient provides Payor with valid certificate or other documentation demonstrating that Recipient is exempt from withholding taxes, or a lower rate of withholding tax applies, then Payor will, as appropriate, not deduct or withhold from any payment to Recipient or apply the lower rate to the payment.

For the avoidance of doubt, each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts.

23.13. **Trade Compliance**. A party's provision of Technology must be in in compliance with all applicable trade laws and regulations. Each party will not export or re-export, either directly or indirectly, any technical data, software, process, product, service, or system obtained from the other party, without first complying with applicable government laws and regulations governing the export, re-export, and import of those items. Upon a party's request, the other party agrees to provide export classifications, Harmonized Tariff Schedule classifications, or other information necessary for compliance with applicable trade laws and regulations for all Technology provided under this Agreement.

23.14. **Third Party Rights.** This Agreement is made for the benefit of Mobileye and Intel and is not intended to benefit or be enforceable by any third party. The rights of Mobileye and Intel to terminate, rescind, amend, waive, or vary any term of, or to settle disputes regarding, this Agreement, are not subject to the consent of any third party.

23.15. **Waiver**. No waiver of any provision of this Agreement will be valid unless in a writing signed by the waiving party that specifies the provision being waived. A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver.

23.16. **Severability**. If a court holds a part of this Agreement unenforceable, the court will modify that part to the minimum extent necessary to make that part enforceable, or if necessary, sever that part. The rest of this Agreement remains fully enforceable.

23.17. **Governing Law**. Delaware and United States law governs this Agreement and any dispute arising out of or relating to it without regard to conflict of laws principles.

23.18. **Jurisdiction**. The state and federal courts in Wilmington, Delaware will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, Including claims of breach of confidentiality or trade secret misappropriation. The parties consent to personal jurisdiction and venue in those courts.

23.19. **Counterparts and Electronic Signatures**. This Agreement may be signed electronically and in multiple counterparts, each of which is considered an original, but all of which constitute a single instrument

Agreed:

Intel Corporation		**Mobileye Vision Technologies Ltd.**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit 10.7

TAX SHARING AGREEMENT

by and among

INTEL CORPORATION

and

MOBILEYE GLOBAL INC.

Dated

[ ], 2022

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TAX SHARING AGREEMENT

THIS TAX SHARING AGREEMENT (this "**Agreement**") dated as of [ ], 2022, by and among Intel Corporation, a Delaware corporation ("**Intel**"), and Mobileye Global Inc., a Delaware corporation and an indirect, wholly-owned subsidiary of Intel ("**Mobileye**"), is entered into in connection with the IPO (as defined below).

RECITALS

WHEREAS, as of the date hereof, Intel and its direct and indirect domestic subsidiaries are members of a Consolidated Group (as defined below), of which Intel is the common parent;

WHEREAS, Intel indirectly owns all of the issued and outstanding shares of Mobileye stock;

WHEREAS, Intel intends to effect the initial public offering by Mobileye of Mobileye common stock that will reduce Intel's ownership of Mobileye, on a fully diluted basis, to not less than eighty percent (80%) of the value of Mobileye's common stock (the "**IPO**"); and

WHEREAS, in contemplation of the IPO, the parties hereto have determined to enter into this Agreement, setting forth their agreement with respect to certain tax matters.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

Section 1. Definitions.

As used in this Agreement, capitalized terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"**After Tax Amount**" means any additional amount necessary to reflect the hypothetical Tax consequences of the receipt or accrual of any payment required to be made under this Agreement (including payment of an additional amount or amounts hereunder and the effect of the deductions available for interest paid or accrued and for Taxes such as state and local Income Taxes), determined by using the highest applicable statutory corporate Income Tax rate (or rates, in the case of an item that affects more than one Tax) for the relevant taxable period (or portion thereof).

"**Agreement**" has the meaning set forth in the preamble hereto.

"**Acquired Entity**" means any of Cyclops Holdings Corporation, a Delaware corporation (formerly known as Cyclops Holdings, LLC, a Delaware limited liability company), GG Acquisition Ltd, a corporation duly organized under the state of Israel, or Moovit App Global Ltd., a corporation duly organized under the state of Israel.

"**Audit**" means any audit, assessment of Taxes, other examination by any Taxing Authority, proceeding, or appeal of such a proceeding relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"**Business Day**" means any day that is not a Saturday, a Sunday or any other day on which commercial banks in Santa Clara, California, are required or authorized by law to be closed.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Combined Return**" means any Tax Return, other than with respect to United States federal Income Taxes, filed on a consolidated, combined (including nexus combination, worldwide combination, domestic combination, line of business combination or any other form of combination) or unitary basis wherein Mobileye or one or more Mobileye Affiliates join in the filing of such Tax Return (for any taxable period or portion thereof) with Intel or one or more Intel Affiliates.

"**Consolidated Group**" means an affiliated group of corporations within the meaning of Section 1504(a) of the Code that files a consolidated return for United States federal Income Tax purposes.

"**Consolidated Return**" means any Tax Return with respect to United States federal Income Taxes filed on a consolidated basis wherein Mobileye or one or more Mobileye Affiliates join in the filing of such Tax Return (for any taxable period or portion thereof) with Intel or one or more Intel Affiliates.

"**Deconsolidation Event**" means, with respect to Mobileye and each Mobileye Affiliate, any event or transaction that causes Mobileye and/or one or more Mobileye Affiliates to no longer be eligible to join with Intel or one or more Intel Affiliates in the filing of a Consolidated Return or a Combined Return.

"**Distribution**" means any distribution by Intel of issued and outstanding shares of Mobileye stock (and securities, if any) that Intel holds at such time to Intel shareholders and/or securityholders, and/or exchange by Intel of its issued and outstanding shares of Mobileye stock (and securities, if any) with Intel shareholders and/or securityholders, in a transaction intended to qualify as a distribution under Section 355 of the Code.

"**Distribution Taxes**" means any Taxes imposed on, or increase in Taxes incurred by, Intel or any Intel Affiliate (determined for these purposes without regard to whether such Taxes are offset or reduced by any Tax Asset, Tax Item, or otherwise) resulting from, or arising in connection with, the failure of a Distribution to qualify as a tax-free transaction under Section 355 of the Code (including any Tax resulting from the application of Section 355(d) or Section 355(e) of the Code to a Distribution) or corresponding provisions of the laws of any other jurisdictions. Any Income Tax referred to in the immediately preceding sentence shall be determined using the highest applicable statutory corporate Income Tax rate for the relevant taxable period (or portion thereof).

"**Estimated Tax Installment Date**" means, with respect to United States federal Income Taxes, the estimated Tax installment due dates prescribed in Section 6655(c) of the Code and, in the case of any other Tax, means any other date on which an installment payment of an estimated amount of such Tax is required to be made.

"**Final Determination**" shall mean the final resolution of liability for any Tax for any taxable period, by or as a result of: (i) a final and unappealable decision, judgment, decree or other order by any court of competent jurisdiction; (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of other jurisdictions, which resolves the entire Tax liability for any taxable period; (iii) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered by the jurisdiction imposing the Tax; or (iv) any other final disposition, including by reason of the expiration of the applicable statute of limitations.

"**Income Tax**" shall mean any U.S. federal, state, local or non-U.S. Tax determined (in whole or in part) by reference to net income, gross receipts or capital, or any Taxes imposed in lieu of such a tax. For the avoidance of doubt, the term "Income Tax" includes any franchise Tax or any Taxes imposed in lieu of such a Tax.

"**Income Tax Return**" means any Tax Return relating to any Income Tax.

"**Independent Accountant**" has the meaning set forth in Section 2.04(b) of this Agreement.

"**Dispute Firm**" has the meaning set forth in Section 9.03 of this Agreement.

"**Intel**" has the meaning set forth in the preamble hereto.

"**Intel Affiliate**" means any corporation or other entity directly or indirectly "controlled" by Intel where "control" means the ownership of fifty percent (50%) or more of the ownership interests of such corporation or other entity (by vote or value) or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation or other entity, but at all times excluding Mobileye or any Mobileye Affiliate.

"**Intel Business**" means all of the businesses and operations conducted by Intel and Intel Affiliates, excluding the Mobileye Business, at any time, whether prior to or after the IPO Date.

"**Intel Group**" means the Consolidated Group, or similar group of entities as defined under corresponding provisions of the laws of other jurisdictions, of which Intel is the common parent corporation, and any corporation or other entity which may be, may have been or may become a member of such group from time to time, but excluding any member of the Mobileye Group.

"**IPO**" has the meaning set forth in the recitals hereto.

"**IPO Date**" means the close of business on the date which the IPO is effected.

"**IRS**" means the United States Internal Revenue Service or any successor thereto, including its agents, representatives, and attorneys.

"**Market Capitalization**" means an amount equal to (i) the total number of issued and outstanding common stock of the relevant party on the first Business Day following the date of determination multiplied by (ii) the weighted average of the trading price of such stock on the first Business Day following the date of determination.

"**Mobileye**" has the meaning set forth in the preamble hereto.

"**Mobileye Affiliate**" means any corporation or other entity directly or indirectly "controlled" by Mobileye at the time in question, where "control" means the ownership of fifty percent (50%) or more of the ownership interests of such corporation or other entity (by vote or value) or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation or other entity.

"**Mobileye Business**" means the business and operations conducted by Mobileye and Mobileye Affiliates as such business and operations will continue after the IPO Date.

"**Mobileye Business Records**" has the meaning set forth in Section 9.02(b) of this Agreement.

"**Mobileye Group**" means the Consolidated Group, or similar group of entities as defined under corresponding provisions of the laws of other jurisdictions, of which Mobileye will be the common parent corporation immediately after a Deconsolidation Event and including any corporation or other entity which may become a member of such group from time to time.

"**Mobileye Separate Tax Liability**" means an amount (which shall not be less than zero) equal to any and all Income Taxes for a relevant Tax period with respect to or as a result of, assets or activities of Mobileye and each Mobileye Affiliate, determined by calculating the amount of the excess (if any) of (i) the amount of Taxes shown as due and payable on a Consolidated Return or a Combined Return including Mobileye and/or any Mobileye Affiliate with respect to such relevant Tax period, as filed, over (ii) the amount of Taxes that would be shown as due and payable on such Consolidated Return or Combined Return if such Consolidated Return or Combined Return were recalculated excluding Mobileye and/or the Mobileye Affiliates, as may be relevant; *provided* that, to the extent such amount is determined with respect to a Pre-IPO Tax Period, any Acquired Entity shall not be treated as a Mobileye Affiliate solely for purposes of this definition of Mobileye Separate Tax Liability.

"**Non-Income Tax Return**" means any Tax Return relating to any Tax other than an Income Tax.

"**Officer's Certificate**" means a letter executed by an officer of Intel or Mobileye and provided to Tax Counsel as a condition for the completion of a Tax Opinion or Supplemental Tax Opinion.

"**Option**" means an option to acquire common stock, or other equity-based incentives the economic value of which is designed to mirror that of an option, including non-qualified stock options, discounted non-qualified stock options, cliff options to the extent stock is issued or issuable (as opposed to cash compensation), and tandem stock options to the extent stock is issued or issuable (as opposed to cash compensation).

"**Owed Party**" has the meaning set forth in Section 7.05 of this Agreement.

"**Owing Party**" has the meaning set forth in Section 7.05 of this Agreement.

"**Payment Period**" has the meaning set forth in Section 7.05(e) of this Agreement.

"**Post-Deconsolidation Period**" means any taxable period beginning after the date of a Deconsolidation Event.

"**Pre-Deconsolidation Period**" means any taxable period beginning on or before the date of a Deconsolidation Event.

"**Pre-IPO Acquired Entity Taxes**" means, with respect to the referenced Taxes of an Acquired Entity, such Taxes of the Acquired Entity attributable to any Pre-IPO Tax Period. For purposes of this Agreement, (i) in the case of Taxes based upon income, sales, proceeds, profits, receipts, wages, compensation or similar items, the Taxes attributable to the portion of any Straddle Period that is a Pre-IPO Tax Period shall be determined as though the applicable taxable year or period ended at the end of the day on the IPO Date based on an interim closing of the books, except that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated on a per diem basis, and (ii) in the case of any other Taxes, the amount of such Taxes attributable to the portion of any Straddle Period that is a Pre-IPO Tax Period shall equal the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period up to and including the IPO Date, and the denominator of which is the total number of days in such taxable period.

"**Pre-IPO Tax Period**" means any Tax period or portion thereof that ends on or prior to the IPO Date, including the portion of any Straddle Period ending on the IPO Date.

"**Ruling**" means (i) any private letter ruling issued by the IRS in connection with a Distribution in response to a request for such a private letter ruling filed by Intel (or any Intel Affiliate) prior to the date of a Distribution, and (ii) any similar ruling issued by any other Taxing Authority addressing the application of a provision of the laws of another jurisdiction to a Distribution.

"**Ruling Documents**" means (i) the request for a Ruling filed with the IRS, together with any supplemental filings or other materials subsequently submitted on behalf of Intel, its Subsidiaries and shareholders to the IRS, the appendices and exhibits thereto, and any Ruling issued by the IRS to Intel (or any Intel Affiliate) in connection with a Distribution and (ii) any similar filings submitted to, or rulings issued by, any other Taxing Authority in connection with a Distribution.

"**Straddle Period**" means any Tax period that begins on or before the IPO Date and ends after the IPO Date.

"**Supplemental Ruling**" means (i) any ruling (other than the Ruling) issued by the IRS in connection with a Distribution, and (ii) any similar ruling issued by any other Taxing Authority addressing the application of a provision of the laws of another jurisdiction to a Distribution.

"**Supplemental Ruling Documents**" means (i) the request for a Supplemental Ruling, together with any supplemental filings or other materials subsequently submitted, the appendices and exhibits thereto, and any Supplemental Rulings issued by the IRS in connection with a Distribution and (ii) any similar filings submitted to, or rulings issued by, any other Taxing Authority in connection with a Distribution.

"**Supplemental Tax Opinion**" has the meaning set forth in Section 5.02(c) of this Agreement.

"**Tax**" means any tax of any kind, including any U.S. federal, state, local or non-U.S. income, net income, gross income, corporation, profit, license, severance, occupation, windfall profits, capital gains, capital stock, transfer, registration, social security, production, franchise, gross receipts, payroll, sales, employment, unemployment, disability, use, property, excise, value added, estimated, stamp, alternative or add-on minimum, environmental, withholding tax, and any other tax or similar governmental charge, duty or assessment, together with all interest and penalties and additions thereto imposed with respect to such amounts, in each case whether disputed or not.

"**Taxpayer**" means any taxpayer and its Consolidated Group or similar group of entities as defined under corresponding provisions of the laws of any other jurisdiction of which a taxpayer is a member.

"**Tax Asset**" means any Tax Item that has accrued for Tax purposes, but has not been realized during the taxable period in which it has accrued, and that could reduce a Tax in another taxable period, including a net operating loss, net capital loss, a "disallowed business interest expense carryforward" within the meaning of Section 163(j) of the Code, investment tax credit, foreign tax credit, charitable deduction or credit related to alternative minimum tax or any other Tax credit.

"**Tax Benefit**" means a reduction in the Tax liability (or increase in refund or credit or any item of deduction or expense) of a Taxpayer for any taxable period. Except as otherwise provided in this Agreement, a Tax Benefit shall be deemed to have been realized or received from a Tax Item in a taxable period only if and to the extent that the Tax liability of the Taxpayer for such period, after taking into account the effect of the Tax Item on the Tax liability of such Taxpayer in the current period and all prior periods, is less than it would have been had such Tax liability been determined without regard to such Tax Item.

"**Tax Counsel**" means a nationally recognized law firm selected by Intel (or Mobileye, in the case of a Supplemental Tax Opinion) to provide a Tax Opinion.

"**Tax Detriment**" means an increase in the Tax liability (or reduction in refund or credit or any item of deduction or expense) of a Taxpayer for any taxable period. Except as otherwise provided in this Agreement, a Tax Detriment shall be deemed to have been realized or incurred from a Tax Item in a taxable period only if and to the extent that the Tax liability of the Taxpayer for such period, after taking into account the effect of the Tax Item on the Tax liability of such Taxpayer in the current period and all prior periods, is more than it would have been had such Tax liability been determined without regard to such Tax Item.

"**Tax Item**" means any item of income, gain, loss, deduction, expense or credit, or other attribute that may have the effect of increasing or decreasing any Tax.

"**Tax Opinion**" means an opinion issued by Tax Counsel as one of the conditions to completing a Distribution addressing certain United States federal Income Tax consequences of a Distribution under Section 355 of the Code.

"**Tax Return**" means any return, declaration, report, election, claim for refund or information return or statement filed or required to be filed with any Taxing Authority relating to Taxes, including any attachment and any amendment thereof.

"**Taxing Authority**" means any governmental authority or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

Section 2. Preparation and Filing of Tax Returns.

2.01. Intel's Responsibility. Subject to the other applicable provisions of this Agreement, Intel shall have sole and exclusive responsibility for the preparation and filing of:

(a) all Consolidated Returns and all Combined Returns for any taxable period;

(b) all Income Tax Returns (other than Consolidated Returns and Combined Returns) with respect to Intel and/or any Intel Affiliate for any taxable period;

(c) all Income Tax Returns (other than Consolidated Returns and Combined Returns) with respect to Mobileye and/or any Mobileye Affiliate that are required to be filed (taking into account any extension of time which has been requested or received) on or prior to the IPO Date; and

(d) all Non-Income Tax Returns (i) with respect to Intel, any Intel Affiliate, or the Intel Business or any part thereof for any taxable period and (ii) with respect to any Acquired Entity that are required to be filed (taking into account any extension of time which has been requested or received) on or prior to the IPO Date.

2.02. Mobileye's Responsibility. Subject to the other applicable provisions of this Agreement, Mobileye shall have sole and exclusive responsibility for the preparation and filing of:

(a) all Income Tax Returns (other than Consolidated Returns and Combined Returns) with respect to Mobileye and/or any Mobileye Affiliate that are required to be filed (taking into account any extension of time which has been requested or received) after the IPO Date; and

(b) all Non-Income Tax Returns with respect to Mobileye, any Mobileye Affiliate, or the Mobileye Business or any part thereof for any taxable period (other than any Non-Income Tax Returns with respect to any Acquired Entity that are required to be filed (taking into account any extension of time which has been requested or received) on or prior to the IPO Date).

2.03. Agent. Subject to the other applicable provisions of this Agreement, Mobileye hereby irrevocably designates, and agrees to cause each Mobileye Affiliate to so designate, Intel as its sole and exclusive agent and attorney-in-fact to take such action (including execution of documents) as Intel, in its sole discretion, may deem appropriate in any and all matters (including Audits) relating to any Tax Return described in Section 2.01 of this Agreement.

2.04. Manner of Tax Return Preparation.

(a) Unless otherwise required by a Taxing Authority, the parties hereby agree to prepare and file all Tax Returns, and to take all other actions, in a manner consistent with (1) this Agreement, (2) any Tax Opinion, (3) any Supplemental Tax Opinion, (4) any Ruling, and (5) any Supplemental Ruling. All Tax Returns shall be filed on a timely basis (taking into account any applicable extensions) by the party responsible for filing such returns under this Agreement.

(b) With respect to any Tax Return described in Section 2.01 of this Agreement, Intel shall have the exclusive right, in its sole discretion to determine (1) the manner in which such Tax Return shall be prepared and filed, including (but not limited to) the elections, method of accounting, positions, conventions and principles of taxation to be used and the manner in which any Tax Item shall be reported, (2) whether any extensions shall be requested, (3) the elections that will be made by Intel, any Intel Affiliate, Mobileye, and/or any Mobileye Affiliate on such Tax Return, including the inclusion (or lack thereof) of Mobileye and/or any Mobileye Affiliate in such Tax Return, (4) whether any amended Tax Returns shall be filed, (5) whether any claims for refund shall be made, (6) whether any refunds shall be paid by way of refund or credited against any liability for the related Tax, and (7) whether to retain outside firms to prepare and/or review such Tax Returns; *provided* that (i) Intel shall consult with Mobileye prior to making any election on any Tax Return or changing any method of accounting, position, convention, principle of taxation or manner in which any Tax Item is reported if such election or such change could reasonably be expected to result in a material liability for which Mobileye would be responsible under Section 3.01, and (ii) Intel shall not make any such election or make any such change without the prior consent of Mobileye (not to be unreasonably withheld, conditioned or delayed) if such election or such change would solely impact Mobileye and/or the Mobileye Affiliates (with no impact on Intel or any Intel Affiliate).

(c) With respect to any Tax Return described in Section 2.02 of this Agreement, Mobileye shall provide to Intel, at the request of Intel, a draft of such Tax Return and copies of all worksheets and other materials used in preparation thereof for Intel's review and comment at least 30 days prior to the due date (with applicable extensions) for the filing of such Tax Return, and shall incorporate any such comments provided by Intel in good faith to the extent that such comments could reasonably be expected to impact any Tax liability of Intel or an Intel Affiliate. Intel shall provide its comments (if any) to Mobileye at least ten (10) days prior to the due date (with applicable extensions) for the filing of such Tax Return. Notwithstanding anything in this Section 2.04(c) to the contrary, Intel shall have no review and comment rights with respect to any Tax Returns described in Section 2.02 from and after the date Intel owns less than 50% of the outstanding Mobileye stock by value; *provided* that, to the extent any election made with respect to any such Tax Return could reasonably be expected to materially adversely impact any Tax liability of Intel or an Intel Affiliate, the prior written consent of Intel shall be required for the filing of such Tax Return (which consent shall not be unreasonably withheld, conditioned or delayed).

(d) Information. Mobileye shall timely provide, in accordance with Intel's internal tax return calendar, which will be provided to Mobileye on a rolling one-year schedule, all information necessary for Intel to prepare all Tax Returns and compute all estimated Tax payments (for purposes of Section 7.01 of this Agreement).

Section 3. Liability for Taxes.

3.01. Mobileye's Liability for Taxes. Mobileye shall be liable for the following Taxes, and shall be entitled to receive and retain all refunds and credits of Taxes previously incurred by Mobileye, any Mobileye Affiliate, or the Mobileye Business with respect to such Taxes:

(a) all Taxes with respect to Tax Returns described in Section 2.01(a) of this Agreement to the extent that such Taxes are related to the Mobileye Separate Tax Liability;

(b) all Taxes with respect to Tax Returns described in Section 2.01(c) of this Agreement (other than any Pre-IPO Acquired Entity Taxes); and

(c) all Taxes with respect to Tax Returns described in Section 2.02 of this Agreement (other than any Pre-IPO Acquired Entity Taxes).

3.02. Intel's Liability for Taxes. Intel shall be liable for the following Taxes, and shall be entitled to receive and retain all refunds and credits of Taxes previously incurred by Intel, any Intel Affiliate, or the Intel Business with respect to such Taxes:

(a) except as provided in Section 3.01(a) of this Agreement, all Taxes with respect to Tax Returns described in Section 2.01(a) of this Agreement; and

(b) all Taxes with respect to Tax Returns described in Sections 2.01(b) or 2.01(d) of this Agreement and, without duplication, any Pre-IPO Acquired Entity Taxes.

3.03. Other Taxes, Refunds and Credits. To the extent of any Taxes that are not described in Sections 3.01 or 3.02, (i) Intel shall be liable for all such Taxes incurred by any person with respect to the Intel Business for all periods and shall be entitled to all refunds and credits of Taxes previously incurred by any person with respect to such Taxes, and (ii) Mobileye shall be liable for all such Taxes incurred by any person with respect to the Mobileye Business for all periods and shall be entitled to all refunds and credits of Taxes previously incurred by any person with respect to such Taxes. Nothing in this Agreement shall be construed to require compensation, by payment, credit, offset or otherwise, by Intel (or any Intel Affiliate) to Mobileye (or any Mobileye Affiliate) for any loss, deduction, credit or other Tax attribute arising in connection with, or related to, Mobileye, any Mobileye Affiliate, or the Mobileye Business, that is shown on, or otherwise reflected with respect to, any Tax Return described in Section 2.01 of this Agreement.

3.04. Payment of Tax Liability. If one party is liable or responsible for Taxes, under Sections 3.01 through 3.03 of this Agreement, with respect to Tax Returns for which another party is responsible for filing, or with respect to Taxes that are paid by another party, then the liable or responsible party shall pay the Taxes (or a reimbursement of such Taxes) to the other party pursuant to Section 7.05 of this Agreement.

3.05. Computation. Intel shall provide Mobileye with a written calculation in reasonable detail setting forth the amount of any Mobileye Separate Tax Liability or estimated Mobileye Separate Tax Liability (for purposes of Section 7.01 of this Agreement) in accordance with Section 2.04(b) of this Agreement. Any dispute with respect to such calculation shall be resolved pursuant to Section 9.03 of this Agreement; provided, however, that, notwithstanding any dispute with respect to any such calculation, in no event shall any payment attributable to the amount of any Mobileye Separate Tax Liability or estimated Mobileye Separate Tax Liability be paid later than the date provided in Section 7 of this Agreement.

Section 4. Deconsolidation Events.

4.01. General.

Neither Intel nor Mobileye has any plan or intent to effectuate any transaction that would constitute a Deconsolidation Event. In the case of a Deconsolidation Event, Intel shall, after consulting with Mobileye in good faith, reasonably determine, and Mobileye shall cooperate with Intel in determining, the allocation of any Tax Assets among Intel, each Intel Affiliate, Mobileye, and each Mobileye Affiliate. For the avoidance of doubt, in the case of a Deconsolidation Event, all rights and obligations of the parties with respect to the matters covered by this Agreement shall be governed by the other provisions of this Agreement, unless otherwise provided in this Section 4.

4.02. Continuing Covenants.

Each of Intel (for itself and each Intel Affiliate) and Mobileye (for itself and each Mobileye Affiliate) agrees (1) not to take any action reasonably expected to result in an increased Tax liability to the other, a reduction in a Tax Asset of the other or an increased liability to the other under this Agreement, and (2) to take any action reasonably requested by the other that would reasonably be expected to result in a Tax Benefit or avoid a Tax Detriment to the other, provided, in either such case, that the taking or refraining to take such action does not result in any additional cost not fully compensated for by the other party or any other adverse effect to such party. The parties hereby acknowledge that the preceding sentence is not intended to limit, and therefore shall not apply to, the rights of the parties with respect to matters otherwise specifically covered by this Agreement.

Section 5. Distribution Taxes.

5.01. Liability for Distribution Taxes. Although neither party has any plan or intent to effectuate a Distribution, the parties have set forth how certain Tax matters with respect to a Distribution would be handled in the event that a Distribution is pursued at some future time.

(a) Intel's Liability for Distribution Taxes. In the event of a Distribution, notwithstanding Sections 3.01 through 3.03 of this Agreement, Intel shall be liable for any Distribution Taxes, to the extent that such Distribution Taxes are attributable to, caused by, or result from, one or more of the following:

(i) any action or omission by Intel (or any Intel Affiliate) inconsistent with any information, covenant, representation, or material related to Intel, any Intel Affiliate, or the Intel Business in an Officer's Certificate, Tax Opinion, Supplemental Tax Opinion, Ruling Documents, Supplemental Ruling Documents, Ruling, or Supplemental Ruling;

(ii) any action or omission by Intel (or any Intel Affiliate), including a cessation, transfer to affiliates, or disposition of its active trades or businesses, or an issuance of stock, stock buyback or payment of an extraordinary dividend by Intel (or any Intel Affiliate) following a Distribution;

(iii) any acquisition of any stock or assets of Intel (or any Intel Affiliate) by one or more other persons (other than Mobileye or a Mobileye Affiliate) prior to or following a Distribution; or

(iv) any issuance of stock by Intel (or any Intel Affiliate), or change in ownership of stock in Intel (or any Intel Affiliate).

(b) Mobileye's Liability for Distribution Taxes. In the event of a Distribution, notwithstanding Sections 3.01 through 3.03 of this Agreement, Mobileye shall be liable for any Distribution Taxes, to the extent that such Distribution Taxes are attributable to, caused by, or result from, one or more of the following:

(i) any action or omission by Mobileye (or any Mobileye Affiliate) after a Distribution at any time, that is inconsistent with any information, covenant, representation, or material related to Mobileye, any Mobileye Affiliate, or the Mobileye Business in an Officer's Certificate, Tax Opinion, Supplemental Tax Opinion, Ruling Documents, Supplemental Ruling Documents, Ruling, or Supplemental Ruling;

(ii) any action or omission by Mobileye (or any Mobileye Affiliate) after the date of a Distribution (including any act or omission that is in furtherance of, connected to, or part of a plan or series of related transactions (within the meaning of Section 355(e) of the Code) occurring on or prior to the date of a Distribution) including a cessation, transfer to affiliates or disposition of the active trades or businesses of Mobileye (or any Mobileye Affiliate), stock buyback or payment of an extraordinary dividend;

(iii) any acquisition of any stock or assets of Mobileye (or any Mobileye Affiliate) by one or more other persons (other than Intel or any Intel Affiliate) prior to or following a Distribution; or

(iv) any issuance of stock by Mobileye (or any Mobileye Affiliate) after a Distribution, including any issuance pursuant to the exercise of employee stock options or other employment related arrangements or the exercise of warrants, or change in ownership of stock in Mobileye (or any Mobileye Affiliate) after a Distribution.

For the avoidance of doubt, the presence of a Supplemental Opinion or Supplemental Ruling pursuant to Section 5.02(c) hereof shall not relieve Mobileye from any liability otherwise arising under this Section 5.01(b).

(c) Joint Liability for Remaining Distribution Taxes. With respect to any Distribution Taxes not otherwise allocated by Sections 5.01(a) or (b) of this Agreement, each of Intel and Mobileye shall be liable for its respective share of such taxes, determined by reference to a ratio, the numerator of which is the relevant party's Market Capitalization at the time of such Distribution and the denominator of which is the aggregate Market Capitalization of Intel and Mobileye at the time of such Distribution.

5.02. Continuing Covenants.

(a) Mobileye Restrictions. Mobileye agrees that, so long as a Distribution could, in the reasonable discretion of Intel, be effectuated, Mobileye will not knowingly take or fail to take, or permit any Mobileye Affiliate to knowingly take or fail to take, any action that could reasonably be expected to preclude Intel's ability to effectuate a Distribution. In the event of a Distribution, Mobileye agrees that (1) it will take, or cause any Mobileye Affiliate to take, any action reasonably requested by Intel in order to enable Intel to effectuate a Distribution and (2) it will not take or fail to take, or permit any Mobileye Affiliate to take or fail to take, any action where such action or failure to act would be inconsistent with any information, covenant, representation, or material that relates to facts or matters related to Mobileye (or any Mobileye Affiliate) or within the control of Mobileye and is contained in an Officer's Certificate, Tax Opinion, Supplemental Tax Opinion, Ruling Documents, Supplemental Ruling Documents, Ruling, or Supplemental Ruling (except where such information, covenant, representation, or material was not previously disclosed to Mobileye) other than as permitted by Section 5.02(c) of this Agreement. For this purpose an action is considered inconsistent with a representation if the representation states that there is no plan or intention to take such action. In the event of a Distribution, Mobileye agrees that it will not take (and it will cause the Mobileye Affiliates to refrain from taking) any position on a Tax Return that is inconsistent with such Distribution qualifying under Section 355 of the Code.

(b) Intel Restrictions. In the event of a Distribution, Intel agrees that it will not take or fail to take, or permit any Intel Affiliate to take or fail to take, any action where such action or failure to act would be inconsistent with any material, information, covenant or representation that relates to facts or matters related to Intel (or any Intel Affiliate) or within the control of Intel and is contained in an Officer's Certificate, Tax Opinion, Supplemental Tax Opinion, Ruling Documents, Supplemental Ruling Documents, Ruling, or Supplemental Ruling. For this purpose an action is considered inconsistent with a representation if the representation states that there is no plan or intention to take such action. In the event of a Distribution, Intel agrees that it will not take (and it will cause the Intel Affiliates to refrain from taking) any position on a Tax Return that is inconsistent with such Distribution qualifying under Section 355 of the Code.

(c) Certain Mobileye Actions Following a Distribution. In the event of a Distribution, Mobileye agrees that, during the two (2) year period following a Distribution, without first obtaining, at Mobileye's own expense, either a supplemental opinion from Tax Counsel that such action will not result in Distribution Taxes (a "**Supplemental Tax Opinion**") or a Supplemental Ruling that such action will not result in Distribution Taxes, unless in any such case Intel and Mobileye agree otherwise, Mobileye shall not (1) sell all or substantially all of the assets of Mobileye or any Mobileye Affiliate, (2) merge Mobileye or any Mobileye Affiliate with another entity, without regard to which party is the surviving entity (other than any merger between two Mobileye Affiliates and a merger between a Mobileye Affiliate and Mobileye where Mobileye is the surviving entity, in each case, where the applicable Mobileye Affiliate(s) are members of the Mobileye Group), (3) transfer any assets of Mobileye in a transaction described in Section 351 (other than a transfer to a corporation which files a Consolidated Return with Mobileye and which is wholly-owned, directly or indirectly, by Mobileye) or subparagraph (C) or (D) of Section 368(a)(1) of the Code, (4) issue stock of Mobileye or any Mobileye Affiliate (or any instrument that is convertible or exchangeable into any such stock) in an acquisition or public or private offering except to the extent such issuances satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d), or (5) facilitate or otherwise participate in any acquisition of stock in Mobileye that would result in any shareholder owning five percent (5%) or more of the outstanding stock of Mobileye. Mobileye (or any Mobileye Affiliate) shall only undertake any of such actions after Intel's receipt of such Supplemental Tax Opinion or Supplemental Ruling and pursuant to the terms and conditions of any such Supplemental Tax Opinion or Supplemental Ruling or as otherwise consented to in writing in advance by Intel. The parties hereby agree that they will act in good faith to take all reasonable steps necessary to amend this Section 5.02(c), from time to time, by mutual agreement, to (i) add certain actions to the list contained herein, or (ii) remove certain actions from the list contained herein, in either case, in order to reflect any relevant change in law, regulation or administrative interpretation occurring after the date of this Agreement and prior to a Distribution.

(d) Notice of Specified Transactions. Not later than ten (10) Business Days prior to entering into any oral or written contract or agreement, and not later than five (5) Business Days after it first becomes aware of any negotiations, plan or intention (regardless of whether it is a party to such negotiations, plan or intention), regarding any of the transactions described in paragraph (c), Mobileye shall provide written notice of its intent to consummate such transaction or the negotiations, plan or intention of which it becomes aware, as the case may be, to Intel.

(e) Mobileye Cooperation. Mobileye agrees that, at the reasonable request of Intel, Mobileye shall cooperate fully with Intel to take any action necessary or reasonably helpful to effectuate a Distribution, including seeking to obtain, as expeditiously as possible, a Tax Opinion, Ruling, and/or Supplemental Ruling. Such cooperation shall include the execution of any documents that may be necessary or reasonably helpful in connection with obtaining any Tax Opinion, Ruling, and/or Supplemental Ruling (including any (i) power of attorney, (ii) Officer's Certificate, (iii) Ruling Documents, (iv) Supplemental Ruling Documents, and/or (v) reasonably requested written representations confirming that (a) Mobileye has read the Officer's Certificate, Ruling Documents, and/or Supplemental Ruling Documents and (b) all information and representations, if any, relating to Mobileye, any Mobileye Affiliate or the Mobileye Business contained therein are true, correct and complete in all material respects).

Section 6. Indemnification.

6.01. In General. Intel shall indemnify Mobileye, each Mobileye Affiliate, and their respective directors, officers and employees, and hold them harmless from and against any and all Taxes for which Intel or any Intel Affiliate is liable under this Agreement and any loss, cost, damage or expense, including reasonable attorneys' fees and costs, that is attributable to, or results from, the failure of Intel, any Intel Affiliate or any director, officer or employee to make any payment required to be made under this Agreement. Mobileye shall indemnify Intel, each Intel Affiliate, and their respective directors, officers and employees, and hold them harmless from and against any and all Taxes for which Mobileye or any Mobileye Affiliate is liable under this Agreement and any loss, cost, damage or expense, including reasonable attorneys' fees and costs, that is attributable to, or results from, the failure of Mobileye, any Mobileye Affiliate or any director, officer or employee to make any payment required to be made under this Agreement.

6.02. Inaccurate or Incomplete Information. Intel shall indemnify Mobileye, each Mobileye Affiliate, and their respective directors, officers and employees, and hold them harmless from and against any cost, fine, penalty, or other expense of any kind attributable to Intel or any Intel Affiliate supplying Mobileye or any Mobileye Affiliate with inaccurate or incomplete information, in connection with the preparation of any Tax Return. Mobileye shall indemnify Intel, each Intel Affiliate, and their respective directors, officers and employees, and hold them harmless from and against any cost, fine, penalty, or other expenses of any kind attributable to Mobileye or any Mobileye Affiliate supplying Intel or any Intel Affiliate with inaccurate or incomplete information, in connection with the preparation of any Tax Return.

6.03. No Indemnification for Tax Items. Nothing in this Agreement shall be construed as a guarantee of the existence or amount of any loss, credit, carryforward, basis or other Tax Item, whether past, present or future, of Intel, any Intel Affiliate, Mobileye or any Mobileye Affiliate. In addition, for the avoidance of doubt, for purposes of determining any amount owed between the parties hereto, all such determinations shall be made without regard to any financial accounting Tax asset or liability or other financial accounting items.

Section 7. Payments.

7.01. Estimated Tax Payments. Not later than ten (10) Business Days prior to each Estimated Tax Installment Date with respect to a taxable period for which a Consolidated Return or a Combined Return will be filed, Mobileye shall pay to Intel on behalf of the Mobileye Group an amount equal to the amount of any estimated Mobileye Separate Tax Liability. Not later than twenty (20) Business Days prior to each such Estimated Tax Installment Date, Intel shall provide Mobileye with a written notice setting forth the amount payable by Mobileye in respect of such estimated Mobileye Separate Tax Liability and a calculation of such amount.

7.02. True-Up Payments. Not later than thirty (30) Business Days after receipt of any Mobileye Separate Tax Liability computation pursuant to Section 3.05 of this Agreement, Mobileye shall pay to Intel, or Intel shall pay to Mobileye (as appropriate), an amount equal to the difference, if any, between the amount of such Mobileye Separate Tax Liability and the aggregate amount paid by Mobileye with respect to such period under Section 7.01 of this Agreement.

7.03. Redetermination Amounts. In the event of a redetermination of any Tax Item reflected on any Consolidated Return or Combined Return (other than Tax Items relating to Distribution Taxes), as a result of a refund of Taxes paid, a Final Determination or any settlement or compromise with any Taxing Authority which in any such case would affect the Mobileye Separate Tax Liability, Intel shall prepare a revised pro forma Tax Return in accordance with Section 2.04(b) of this Agreement for the relevant taxable period reflecting the redetermination of such Tax Item as a result of such refund, Final Determination, settlement or compromise. Mobileye shall pay to Intel, or Intel shall pay to Mobileye, as appropriate, an amount equal to the difference, if any, between the Mobileye Separate Tax Liability reflected on such revised pro forma Tax Return and the Mobileye Separate Tax Liability for such period as originally computed pursuant to this Agreement.

7.04. Payments of Refunds, Credits and Reimbursements. If one party receives a refund or credit of any Tax to which the other party is entitled pursuant to Section 3.03 of this Agreement, the party receiving such refund or credit shall pay to the other party the amount of such refund or credit pursuant to Section 7.05 of this Agreement. If one party pays a Tax with respect to which the other party is liable of responsible pursuant to Sections 3.01 through 3.03 of this Agreement, then the liable or responsible party shall pay to the other party the amount of such Tax pursuant to Section 7.05 of this Agreement.

7.05. Payments Under This Agreement. In the event that one party (the "**Owing Party**") is required to make a payment to another party (the "**Owed Party**") pursuant to this Agreement, then such payments shall be made according to this Section 7.05.

(a) In General. All payments shall be made to the Owed Party or to the appropriate Taxing Authority as specified by the Owed Party within the time prescribed for payment in this Agreement, or if no period is prescribed, within thirty (30) Business Days after delivery of written notice of payment owing together with a computation of the amounts due.

(b) Treatment of Payments. Unless otherwise required by any Final Determination, the parties agree that any payments made by one party to another party pursuant to this Agreement (other than (i) payments in respect of the Mobileye Separate Tax Liability for any Post-Deconsolidation Period, (ii) payments of interest pursuant to Section 7.05(e) of this Agreement, and (iii) payments of After Tax Amounts pursuant to Section 7.05(d) of this Agreement) shall be treated for all Tax and financial accounting purposes as nontaxable payments (dividend distributions or capital contributions, as the case may be) and accordingly, as not includible in the taxable income of the recipient or as deductible by the payor.

(c) Prompt Performance. All actions required to be taken (including payments) by any party under this Agreement shall be performed within the time prescribed for performance in this Agreement, or if no period is prescribed, such actions shall be performed promptly.

(d) After Tax Amounts. If, pursuant to a Final Determination, it is determined that the receipt or accrual of any payment made under this Agreement (other than payments of interest pursuant to Section 7.05(e) of this Agreement) is subject to any Tax, the party making such payment shall be liable for (a) the After Tax Amount with respect to such payment and (b) interest at the rate described in Section 7.05(e) of this Agreement on the amount of such Tax from the date such Tax accrues through the date of payment of such After Tax Amount. A party making a demand for a payment pursuant to this Agreement and for a payment of an After Tax Amount with respect to such payment shall separately specify and compute such After Tax Amount. However, a party may choose not to specify an After Tax Amount in a demand for payment pursuant to this Agreement without thereby being deemed to have waived its right subsequently to demand an After Tax Amount with respect to such payment. Mobileye's liability for any and all payments of the Mobileye Separate Tax Liability for any Post-Deconsolidation Period shall be increased by the After Tax Amount with respect to such payment and decreased by the corresponding Tax Benefit, if any, attributable to such Mobileye Separate Tax Liability.

(e) Interest. Payments pursuant to this Agreement that are not made within the period prescribed in this Agreement (the "**Payment Period**") shall bear interest for the period from and including the date immediately following the last date of the Payment Period through and including the date of payment at a per annum rate equal to the prime rate as published in *The Wall Street Journal* on the last day of such Payment Period. Such interest will be payable at the same time as the payment to which it relates and shall be calculated on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which due.

Section 8. Tax Proceedings.

8.01. General. Except as otherwise provided in this Agreement, Intel shall have the exclusive right, in its sole discretion, to control, contest, and represent the interests of Intel, any Intel Affiliate, Mobileye, and/or any Mobileye Affiliate in any Audit and to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Audit; *provided* that, (i) Intel shall not settle any Audit to the extent relating to Taxes described in Section 3.01(b) or (c) without obtaining Mobileye's consent (which consent shall not be unreasonably withheld, conditioned or delayed), and (ii) Mobileye shall have the right (at its sole expense) to participate in the defense of any Audit to the extent relating to Taxes described in Section 3.01(b) or (c). Intel's rights pursuant to this Section 8.01 shall extend to any matter pertaining to the management and control of an Audit, including execution of waivers, choice of forum, scheduling of conferences and the resolution of any Tax Item. Any costs incurred in handling, settling, or contesting an Audit to the extent relating to Taxes described in Section 3.01 shall be borne by Mobileye.

8.02. Notice. Within ten (10) Business Days after a party becomes aware of the existence of a Tax issue that may give rise to an indemnification obligation under this Agreement, such party shall give prompt notice to the other party of such issue (such notice shall contain factual information, to the extent known, describing any asserted Tax liability in reasonable detail), and shall promptly forward to the other party copies of all notices and material communications with any Taxing Authority relating to such issue. Notwithstanding any provision in Section 9.15 of this Agreement to the contrary, if a party to this Agreement fails to provide the other party notice as required by this Section 8.02, and the failure results in a detriment to the other party then any amount which the other party is otherwise required to pay pursuant to this Agreement shall be reduced by the amount of such detriment.

8.03. Control of Distribution Tax Proceedings. In the event of a Distribution, Intel shall have the exclusive right, in its sole discretion, to control, contest, and represent the interests of Intel, any Intel Affiliate, Mobileye, and/or any Mobileye Affiliate in any Audits relating to Distribution Taxes and to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Audit; provided, however, that (i) Mobileye shall be entitled to participate in any such Audit, at its own costs and expenses, to the extent Mobileye or any Mobileye Affiliate would reasonably be expected to bear any material Distribution Taxes, and (ii) Intel shall not settle any such Audit with respect to Distribution Taxes with a Taxing Authority that would reasonably be expected to result in a material Tax cost to Mobileye or any Mobileye Affiliate, without the prior consent of Mobileye (which consent shall not be unreasonably withheld, conditioned or delayed). Intel's rights shall extend to any matter pertaining to the management and control of such Audit, including execution of waivers, choice of forum, scheduling of conferences and the resolution of any Tax Item.

Section 9. Miscellaneous Provisions.

9.01. Effectiveness. This Agreement shall become effective upon execution by the parties hereto.

9.02. Cooperation and Exchange of Information.

(a) Cooperation. Mobileye and Intel shall each cooperate fully (and each shall cause its respective affiliates to cooperate fully) with all reasonable requests from another party for information and materials not otherwise available to the requesting party in connection with the preparation and filing of Tax Returns, claims for refund, and Audits concerning issues or other matters covered by this Agreement or in connection with the determination of a liability for Taxes or a right to a refund of Taxes. Such cooperation shall include:

(i) the retention until the expiration of the applicable statute of limitations, and the provision upon request, of copies of all Tax Returns, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to the Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) the execution of any document that may be necessary or reasonably helpful in connection with any Tax Proceeding, or the filing of a Tax Return or refund claim by a member of the Intel Group or the Mobileye Group, including certification, to the best of a party's knowledge, of the accuracy and completeness of the information it has supplied; and

(iii) the use of the party's reasonable best efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing. Each party shall make its employees and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters.

(b) Retention of Records. Any party that is in possession of documentation of Intel (or any Intel Affiliate) or Mobileye (or any Mobileye Affiliate) relating to the Mobileye Business, including books, records, Tax Returns and all supporting schedules and information relating thereto (the "**Mobileye Business Records**") shall retain such Mobileye Business Records for a period of [●] following the IPO Date. Thereafter, any party wishing to dispose of Mobileye Business Records in its possession (after the expiration of the applicable statute of limitations), shall provide written notice to the other party describing the documentation proposed to be destroyed or disposed of sixty (60) Business Days prior to taking such action. The other party may arrange to take delivery of any or all of the documentation described in the notice at its expense during the succeeding sixty (60) day period.

9.03. Dispute Resolution. In the event that Intel and Mobileye disagree as to the amount or calculation of any payment to be made under this Agreement, or the interpretation or application of any provision under this Agreement, the parties shall attempt in good faith to resolve such dispute. If such dispute is not resolved within sixty (60) Business Days following the commencement of the dispute, Intel and Mobileye shall jointly retain a mutually agreed nationally recognized law or accounting firm (the "**Dispute Firm**"), to resolve the dispute. The Dispute Firm shall act as an arbitrator to resolve all points of disagreement and its decision shall be final and binding upon all parties involved. Following the decision of the Dispute Firm, Intel and Mobileye shall each take or cause to be taken any action necessary to implement the decision of the Dispute Firm. The fees and expenses relating to the Dispute Firm shall be borne equally by Intel and Mobileye, except that if the Dispute Firm determines that the position advanced by either party is frivolous, has not been asserted in good faith or for which there is not substantial authority, one hundred percent (100%) of the fees and expenses of the Dispute Firm shall be borne by such party. Notwithstanding anything in this Agreement to the contrary, the dispute resolution provisions set forth in this Section 9.03 shall not be applicable to any disagreement between the parties relating to Distribution Taxes and any such dispute shall be settled in a court of law or as otherwise agreed to by the parties.

9.04. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as DHL or Federal Express), upon receipt of proof of delivery on a Business Day before 5:00 p.m. in the time zone of the receiving party, otherwise upon the following Business Day after receipt of proof of delivery, or (c) at the time sent (if sent before 5:00 p.m., addressee's local time and on the next Business Day if sent after 5:00 p.m., addressee's local time), if sent by email of a .pdf, .tif, .gif, .jpg or similar attachment. All notices and other communications must also be sent by email. All notices and other communications hereunder shall be delivered to the addresses set forth below:

If to Intel, to:

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95054
Attention: General Counsel

with a copy to (which copy shall not constitute notice):

[●]
Email: ****

[●]
Email: ****

If to Mobileye, to:

Mobileye Global Inc.
c/o Mobileye B.V.
Har Hotzvim, 13 Hartom Street
P.O. Box 45157 Jerusalem 9777513, Israel
Attention: General Counsel

Either party may, by written notice to the other parties, change the address or the party to which any notice, request, instruction or other documents is to be delivered.

9.05. Changes in Law.

(a) Any reference to a provision of the Code or a law of another jurisdiction shall include a reference to any applicable successor provision or law.

(b) If, due to any change in applicable law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement or any transaction contemplated thereby shall become impracticable or impossible, the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

9.06. Confidentiality. Each party shall hold and cause its directors, officers, employees, advisors and consultants to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such party) concerning the other parties hereto furnished it by such other party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) in the public domain through no fault of such party or (2) later lawfully acquired from other sources not under a duty of confidentiality by the party to which it was furnished), and each party shall not release or disclose such information to any other person, except its directors, officers, employees, auditors, attorneys, financial advisors, bankers and other consultants who shall be advised of and agree to be bound by the provisions of this Section 9.06. Each party shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other party if it exercises the same care as it takes to preserve confidentiality for its own similar information.

9.07. Successors. This Agreement shall be binding on and inure to the benefit and detriment of any successor, by merger, acquisition of assets or otherwise, to any of the parties hereto, to the same extent as if such successor had been an original party.

9.08. Affiliates. This Agreement is being entered into between Intel and Mobileye on behalf of themselves and any current and future Intel Affiliates and Mobileye Affiliates, respectively. Intel shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any current and future Intel Affiliate, and Mobileye shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any current and future Mobileye Affiliate.

9.09. Authorization, Etc. Each of the parties hereto hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such party, that this Agreement constitutes a legal, valid and binding obligation of each such party and that the execution, delivery and performance of this Agreement by such party does not contravene or conflict with any provision of law or of its charter or bylaws or any agreement, instrument or order binding on such party.

9.10. Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior tax sharing agreements between Intel (or any Intel Affiliate) and Mobileye (or any Mobileye Affiliate) and such prior tax sharing agreements shall have no further force and effect. If, and to the extent, the provisions of this Agreement conflict with any agreement entered into in connection with a Distribution or another Deconsolidation Event, the provisions of this Agreement shall control.

9.11. Applicable Law; Jurisdiction. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY (i) AGREES THAT THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULES, (ii) TO BE SUBJECT TO, AND HEREBY CONSENTS AND SUBMITS TO, THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, (iii) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE HEREBY APPOINTS THE CORPORATION TRUST COMPANY, AS SUCH PARTY'S AGENT IN THE STATE OF DELAWARE FOR ACCEPTANCE OF LEGAL PROCESS AND (iv) AGREES THAT SERVICE MADE ON ANY SUCH AGENT SET FORTH IN (iii) ABOVE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE.

9.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9.13. Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction (or an arbitrator or arbitration panel) to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. In the event that any such term, provision, covenant or restriction is held to be invalid, void or unenforceable, the parties hereto shall use their best efforts to find and employ an alternate means to achieve the same or substantially the same result as that contemplated by such terms, provisions, covenant, or restriction.

9.14. No Third Party Beneficiaries. This Agreement is solely for the benefit of Intel, the Intel Affiliates, Mobileye and the Mobileye Affiliates. This Agreement should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other rights in excess of those existing without this Agreement.

9.15. Waivers, Etc. No failure or delay on the part of a party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Agreement nor consent to any departure by the parties therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9.16. Setoff. All payments to be made by any party under this Agreement may be netted against payments due to such party under this Agreement, but otherwise shall be made without setoff, counterclaim or withholding, all of which are hereby expressly waived.

9.17. Other Remedies. Mobileye recognizes that any failure by it or any Mobileye Affiliate to comply with its obligations under Section 5 of this Agreement would, in the event of a Distribution, result in Distribution Taxes that would cause irreparable harm to Intel, Intel Affiliates, and their stockholders. Accordingly, Intel shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which Intel is entitled at law or in equity.

9.18. Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

9.19. Waiver of Jury Trial. Each of the parties hereto irrevocably and unconditionally waives all right to trial by jury in any litigation, claim, action, suit, arbitration, inquiry, proceeding, investigation or counterclaim (whether based in contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties hereto in the negotiation, administration, performance and enforcement thereof.

9.20. Interpretations. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and "Section" references are to the sections of this Agreement unless otherwise specified. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

INTEL CORPORATION

By: _____
Name:
Title:

MOBILEYE GLOBAL INC.

By: _____
Name:
Title:

Exhibit 10.8

CONTRIBUTION AND SUBSCRIPTION AGREEMENT

This CONTRIBUTION AND SUBSCRIPTION AGREEMENT (this "Agreement"), dated as of [●], 2022, is entered into by and between Intel Overseas Funding Corporation, a Delaware corporation ("Parent"), Mobileye Global Inc., a Delaware corporation ("Subsidiary"), and Cyclops Holdings Corporation, a Delaware corporation (the "Contributed Company").

WHEREAS, Subsidiary is a direct, wholly owned subsidiary of Parent;

WHEREAS, Parent directly owns one hundred percent (100%) of the equity interests (collectively, the "Cyclops Shares") in the Contributed Company;

WHEREAS, the Contributed Company and Parent are currently parties to a Loan Agreement dated April 21, 2022 (a copy of which is attached hereto as Exhibit A) (the "Loan Agreement"), pursuant to which the Contributed Company is indebted to Parent;

WHEREAS, Parent and Subsidiary desire to enter into this Agreement in order for (i) Parent to contribute, and Subsidiary to receive, all of Parent's right, title and interest in, to and under the Cyclops Shares, and (ii) Parent to contribute, and Subsidiary to receive, Parent's rights and obligations with respect to US $[●] of the principal (the "Contributed Amount"), together with accrued interest thereon, owing from the Contributed Company pursuant to the Loan Agreement, each in the form of a contribution on existing capital; and

WHEREAS, the parties hereto intend, for U.S. federal income tax purposes, for the Contribution (defined below) to be treated as an exchange within the meaning of Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, subject to the application of Section 357 of the Code (the "Intended Tax Treatment").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

CONTRIBUTION AND ISSUANCE

Section 1.01 Contribution. Upon the terms and subject to the conditions of this Agreement, (i) Parent hereby conveys, assigns, transfers and delivers to Subsidiary all of Parent's right, title and interest in, to and under the Cyclops Shares, effective as of the date hereof, such that the Contributed Company becomes a direct, wholly owned subsidiary of Subsidiary, and (ii) Parent hereby conveys, assigns, transfers and delivers to Subsidiary all of Parent's rights and obligations under the Loan Agreement with respect to the Contributed Amount and accrued interest thereon, effective as of the date hereof, collectively as a contribution on existing capital in exchange for the Subsidiary Shares (as defined below) (the "Contribution"). The conveyance, assignment, transfer and delivery of the Cyclops Shares shall be effected by delivery of any additional documents that are necessary to transfer the Cyclops Shares to Subsidiary.

Section 1.02 Acceptance. Subsidiary does hereby irrevocably accept the conveyance, assignment, transfer and delivery of all of Parent's right, title and interest in, to and under the Cyclops Shares from Parent and all of Parent's rights and obligations under the Loan Agreement with respect to the Contributed Amount and accrued interest thereon.

Section 1.03 Issuance of Subsidiary Shares. As consideration for the contribution set forth in Section 1.01, Subsidiary hereby issues and delivers, or causes to be issued and delivered, and Parent hereby accepts from Subsidiary such issuance and delivery of, [●] shares of Class B Common Stock, par value $0.01 per share, of Subsidiary ("Subsidiary Shares"), free and clear of all liens.

Section 1.04 Impact on Loan Agreement. By reason of the Contribution, Parent, Subsidiary and the Contributed Company acknowledge and agree that Parent shall retain its rights and obligations with respect to US $[●] of principal, together with accrued interest thereon, under the Loan Agreement, and shall continue to be treated as the Lender (as defined in the Loan Agreement) with respect thereto, and Subsidiary shall be treated as the Lender with respect to the Contributed Amount and accrued interest thereon (and Parent shall have no rights or obligations under the Loan Agreement with respect to the Contributed Amount). Except as set forth above, the Loan Agreement shall continue in full force and effect. The Contributed Company hereby acknowledges and agrees that it will make all payments in respect of the Contributed Amount and accrued interest thereon to the bank account(s) designated by Subsidiary.

ARTICLE II

REPRESENTATION AND WARRANTIES

Section 2.01 Representations and Warranties of Parent.

(a) Organization; Authorization. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly authorized by all necessary company action and has been duly and validly executed and delivered by Parent and constitutes the valid and binding obligation of Parent, enforceable against it in accordance with its terms.

(b) Non-Contravention. Except for applicable filings under federal and state securities laws, the execution and delivery of this Agreement by Parent and the consummation of the transactions contemplated hereby or thereby do not require Parent to file any notice, report or other filing with, or to obtain any consent, registration, approval, permit or authorization of or from, any governmental or regulatory authority of the United States, any State thereof or any foreign jurisdiction, and do not constitute a breach or violation of, or a default under, any provision of any mortgage, lien, lease, agreement, license, instrument, law, regulation, order, arbitration, award, judgment or decree to which Parent is a party or by which its property is bound, in any such case which could prevent, materially delay or materially burden the transactions contemplated by this Agreement.

(c) Title to Cyclops Shares. Parent represents and warrants that it owns, beneficially and of record, and has valid title to, and the right to transfer to Subsidiary, all of the Cyclops Shares, free and clear of all liens, and Subsidiary shall acquire, and have valid title to, the Cyclops Shares, free and clear of all liens. No person has any written or oral agreement, arrangement or understanding or option for, or any right or privilege (whether by law, preemption or contract) that is or is capable of becoming an agreement, arrangement or understanding or option for, the purchase or acquisition from Parent of any of the Cyclops Shares.

Section 2.02 Representations and Warranties of Subsidiary.

(a) Organization; Authorization. Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly authorized by all necessary company action and has been duly and validly executed and delivered by Subsidiary and constitutes the valid and binding obligation of Subsidiary, enforceable against it in accordance with its terms.

(b) Non-Contravention. Except for applicable filings under federal and state securities laws, the execution and delivery of this Agreement by Subsidiary and the consummation of the transactions contemplated hereby or thereby do not require Subsidiary to file any notice, report or other filing with, or to obtain any consent, registration, approval, permit or authorization of or from, any governmental or regulatory authority of the United States, any State thereof or any foreign jurisdiction, and do not constitute a breach or violation of, or a default under, any provision of any mortgage, lien, lease, agreement, license, instrument, law, regulation, order, arbitration, award, judgment or decree to which Subsidiary is a party or by which its property is bound, in any such case which could prevent, materially delay or materially burden the transactions contemplated by this Agreement.

(c) Issuance of Subsidiary Shares. Upon issuance of the Subsidiary Shares to Parent, such Subsidiary Shares will represent duly authorized, validly issued, fully paid and non-assessable shares of Class B Common Stock of Subsidiary and Parent shall be the record owner of such Subsidiary Shares.

ARTICLE III

FURTHER ASSURANCES

Section 3.01 Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

Section 4.02 Tax Treatment. The parties hereto agree to file any tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with and actions necessary to obtain the Intended Tax Treatment, unless otherwise required by a final determination within the meaning of Section 1313 of the Code (or any comparable provisions of state, local or non-U.S. law).

Section 4.03 Severability; Amendment and Waiver.

(a) Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(b) This Agreement may be amended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto or, in the case of a waiver, by the party hereto waiving compliance.

(c) No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 4.04 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no provision of this Agreement shall be deemed to confer upon any third party any remedy, claim, liability, reimbursement, cause of action or other right.

Section 4.05 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.

Section 4.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

Section 4.08 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 4.09 Counterparts. This Agreement may be executed in two or more counterparts (which may be delivered by facsimile or similar electronic transmission). Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

Intel Overseas Funding Corporation

By: _____
Name:
Title:

Mobileye Global Inc.

By: _____
Name:
Title:

Cyclops Holdings Corporation

By: _____
Name:
Title:

Exhibit 10.9

MOBILEYE GLOBAL INC.

2022 EQUITY INCENTIVE PLAN

1. PURPOSE

The purpose of this Mobileye Global Inc. 2022 Equity Incentive Plan (the "Plan") is to advance the interests of Mobileye Global Inc., a Delaware corporation, and its Subsidiaries (hereinafter collectively the "Corporation"), by stimulating the efforts of employees and Consultants who are selected to be Participants on behalf of the Corporation, aligning the long-term interests of Participants with those of stockholders, heightening the desire of Participants to continue in working toward and contributing to the success of the Corporation, assisting the Corporation in competing effectively with other enterprises for the services of new employees necessary for the continued improvement of operations, and to attract, motivate and retain the best available individuals for service to the Corporation. This Plan permits the grant of stock options, stock appreciation rights, restricted stock and restricted stock units, each of which shall be subject to such conditions based upon continued employment or service, passage of time or satisfaction of performance criteria as shall be specified pursuant to the Plan.

2. DEFINITIONS

(a) "Award" means a stock option, stock appreciation right, restricted stock or restricted stock unit granted to a Participant pursuant to the Plan.

(b) "Board of Directors" means the Board of Directors of the Corporation.

(c) "Code" shall mean the Internal Revenue Code of 1986, as such is amended from time to time, and any reference to a section of the Code shall include any successor provision of the Code.

(d) "Committee" shall mean the committee appointed by the Board of Directors from among its members to administer the Plan pursuant to Section 3.

(e) "Consultant" means any person, including any adviser, engaged by the Corporation or a Subsidiary of the Corporation to render services to such entity if the consultant or adviser: (i) renders bona fide services to the Corporation or the Subsidiary; (ii) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Corporation's securities; and (iii) is a natural person.

(f) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, and any reference to a section of the Exchange Act shall include any successor provision of the Exchange Act.

(g) "market value" means, as of any date, the value of Shares determined as follows: (i) the common stock of the Corporation is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of the Nasdaq Stock Market, its market value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable; (ii) if the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the market value of a Share will be the mean between the high bid and low asked prices for the common stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (iii) in the absence of an established market for the common stock, the market value will be determined in good faith by the Committee.

(h) "Outside Director" shall mean a member of the Board of Directors who is not otherwise an employee of the Corporation.

(i) "Participants" shall mean those individuals to whom Awards have been granted from time to time and any authorized transferee of such individuals.

(j) "Performance Award" means an Award the grant, issuance, retention, vesting and/or settlement of which is subject to satisfaction of one or more of the Performance Criteria specified in Section 10(b) or any other performance criteria.

(k) "Plan" means this Mobileye Global Inc. 2022 Equity Incentive Plan.

(l) "Share" shall mean a share of common stock, $0.01 par value, of the Corporation or the number and kind of shares of stock or other securities which shall be substituted or adjusted for such shares as provided in Section 11.

(m) "Subsidiary" means any corporation or entity in which the Corporation owns or controls, directly or indirectly, fifty percent (50%) or more of the voting power or economic interests of such corporation or entity.

3. ADMINISTRATION

(a) *Composition of Committee.* This Plan shall be administered by the Committee or prior to the date the Corporation becomes subject to the reporting requirements of Rule 13 or 15(d) of the Exchange Act, the Board of Directors. Effective as of the date the Corporation becomes subject to the reporting requirements of Rule 13 or 15(d) of the Exchange Act, the Committee shall consist of two or more Outside Directors who shall be appointed by the Board of Directors. The Board of Directors shall fill vacancies on the Committee and may from time to time remove or add members of the Committee. The Board of Directors, in its sole discretion, may exercise any authority of the Committee under this Plan in lieu of the Committee's exercise thereof, and in such instances references herein to the Committee shall refer to the Board of Directors.

(b) *Delegation and Administration.* The Committee may delegate to one or more separate committees (any such committee a "Subcommittee") composed of one or more directors of the Corporation (who may but need not be members of the Committee) the ability to grant Awards and take the other actions described in Section 3(c) with respect to Participants who are not executive officers, and such actions shall be treated for all purposes as if taken by the Committee. The Committee may delegate to a Subcommittee of one or more officers of the Corporation the ability to grant Awards and take the other actions described in Section 3(c) with respect to Participants (other than any such officers themselves) who are not directors or executive officers, provided however that the resolution so authorizing such officer(s) shall specify the total number of Shares, rights or options such Subcommittee may so award, and such actions shall be treated for all purposes as if taken by the Committee. Any action by any such Subcommittee within the scope of such delegation shall be deemed for all purposes to have been taken by the Committee, and references in this Plan to the Committee shall include any such Subcommittee. The Committee may delegate the day to day administration of the Plan to an officer or officers of the Corporation or one or more agents, and such administrator(s) may have the authority to execute and distribute agreements or other documents evidencing or relating to Awards granted by the Committee under this Plan, to maintain records relating to the grant, vesting, exercise, forfeiture or expiration of Awards, to process or oversee the issuance of Shares upon the exercise, vesting and/or settlement of an Award, to interpret the terms of Awards and to take such other actions as the Committee may specify. Any action by any such administrator within the scope of its delegation shall be deemed for all purposes to have been taken by the Committee and references in this Plan to the Committee shall include any such administrator, provided that the actions and interpretations of any such administrator shall be subject to review and approval, disapproval or modification by the Committee.

(c) *Powers of the Committee.* Subject to the express provisions and limitations set forth in this Plan, the Committee shall be authorized and empowered to do all things necessary or desirable, in its sole discretion, in connection with the administration of this Plan, including, without limitation, the following:

(i) to prescribe, amend, and rescind rules and regulations relating to the Plan, including the forms of Award Agreement and manner of acceptance of an Award, and to take or approve such further actions as it determines necessary or appropriate to the administration of the Plan and Awards, such as correcting a defect or supplying any omission, or reconciling any inconsistency so that the Plan or any Award Agreement complies with applicable law, regulations and listing requirements and so as to avoid unanticipated consequences or address unanticipated events (including any temporary closure of an applicable stock exchange or a national market system upon which Shares are traded, disruption of communications or natural catastrophe) deemed by the Committee to be inconsistent with the purposes of the Plan or any Award Agreement, provided that no such action shall be taken absent stockholder approval to the extent required under Section 13;

(ii) to determine which persons are eligible to be Participants, to which of such persons, if any, Awards shall be granted hereunder and the timing of any such Awards, and to grant Awards;

(iii) to grant Awards to Participants and determine the terms and conditions thereof, including the number of Shares subject to Awards and the exercise or purchase price of such Shares and the circumstances under which Awards become exercisable or vested or are forfeited or expire, which terms may but need not be conditioned upon the passage of time, continued employment or service, the satisfaction of performance criteria, the occurrence of certain events, or other factors;

(iv) to establish or verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting and/or ability to retain any Award;

(v) to prescribe and amend the terms of the agreements or other documents evidencing Awards made under this Plan (which need not be identical);

(vi) to determine whether, and the extent to which, adjustments are required pursuant to Section 11;

(vii) to cancel any Award, without consideration and without requirement of the consent of the Participant to whom such Award has been granted, in the event that the Committee has determined that such Award is without any economic value in excess of nominal or par value or prospect of future value;

(viii) to interpret and construe this Plan, any rules and regulations under this Plan and the terms and conditions of any Award granted hereunder, and to make exceptions to any such provisions in good faith and for the benefit of the Corporation; and

(ix) to make all other determinations deemed necessary or advisable for the administration of this Plan.

(d) *Effect of Change in Status.* The Committee shall have the discretion to determine the effect upon an Award and upon an individual's status as an employee under the Plan (including whether a Participant shall be deemed to have experienced a termination of employment or other change in status) and upon the vesting, expiration or forfeiture of an Award in the case of (i) any individual who is employed by an entity that ceases to be a Subsidiary of the Corporation, (ii) any leave of absence approved by the Corporation or a Subsidiary, (iii) any transfer between locations of employment with the Corporation or a Subsidiary or between the Corporation and any Subsidiary or between any Subsidiaries, (iv) any change in the Participant's status from an employee to a Consultant or member of the Board of Directors, or vice versa, and (v) at the request of the Corporation or a Subsidiary, any employee who becomes employed by any partnership, joint venture, corporation or other entity not meeting the requirements of a Subsidiary.

(e) *Determinations of the Committee.* All decisions, determinations and interpretations by the Committee regarding this Plan shall be final and binding on all persons. The Committee may consider such factors as it deems relevant to making such decisions, determinations and interpretations including, without limitation, the recommendations or advice of any director, officer or employee of the Corporation and such attorneys, consultants and accountants as it may select. Any decision or action by the Committee may be contested only by a Participant or other holder of an Award and only on the grounds that such decision or action was arbitrary or capricious or was unlawful, and any review of such decision or action shall be limited to determining whether the Committee's decision or action was arbitrary or capricious or was unlawful.

4. PARTICIPANTS

Awards under the Plan may be granted to any person who is an employee, Consultant or Outside Director of the Corporation. Outside Directors may be granted Awards only pursuant to Section 9 of the Plan. The status of the Chairman of the Board of Directors as an employee or Outside Director shall be determined by the Committee.

5. EFFECTIVE DATE AND EXPIRATION OF PLAN

(a) *Effective Date.* This Plan was approved by the Board of Directors on January 30, 2022 and became effective on .

(b) *Expiration Date*. The Plan shall remain available for the grant of Awards until January 30, 2032 or such earlier date as the Board of Directors may determine; provided, however, that ISOs (as defined below) may not be granted under the Plan after the 10th anniversary of the date of the Board of Directors' most recent approval of the Plan. The expiration of the Committee's authority to grant Awards under the Plan will not affect the operation of the terms of the Plan or the Corporation's and Participants' rights and obligations with respect to Awards granted on or prior to the expiration date of the Plan.

6. SHARES SUBJECT TO THE PLAN

(a) *Aggregate Limits.* Subject to adjustment as provided in Section 11, the aggregate number of Shares authorized for issuance pursuant to Awards under the Plan is . The Shares subject to the Plan may be either Shares reacquired by the Corporation, including Shares purchased in the open market, as applicable, or authorized but unissued Shares. Any Shares subject to an Award which for any reason expires or terminates unexercised or is not earned in full may again be made subject to an Award under the Plan. Notwithstanding the preceding sentence, the following Shares may not again be made available for issuance as Awards under the Plan: (i) Shares not issued or delivered as a result of the net settlement of an outstanding Stock Appreciation Right, (ii) Shares used to pay the exercise price or withholding taxes related to an outstanding Award, or (iii) Shares repurchased on the open market, if applicable, with the proceeds of the option exercise price.

(b) *Tax Code Limits.* Notwithstanding anything to the contrary in this Plan, the foregoing limitations shall be subject to adjustment under Section 11. The aggregate number of Shares issued pursuant to incentive stock options granted under the Plan shall not exceed , which limitation shall be subject to adjustment under Section 11 only to the extent that such adjustment is consistent with adjustments permitted of a plan authorizing incentive stock options under Section 422 of the Code.

7. PLAN AWARDS

(a) *Award Types.* The Committee, on behalf of the Corporation, is authorized under this Plan to grant, award and enter into the following arrangements or benefits under the Plan provided that their terms and conditions are not inconsistent with the provisions of the Plan: stock options, stock appreciation rights, restricted stock and restricted stock units. Such arrangements and benefits are sometimes referred to herein as "Awards." The Committee, in its discretion, may determine that any Award granted hereunder shall be a Performance Award.

(i) *Stock Options.* A "Stock Option" is a right to purchase a number of Shares at such exercise price, at such times, and on such other terms and conditions as are specified in or determined pursuant to the document(s) evidencing the Award (the "Option Agreement"). The Committee may grant Stock Options intended to be eligible to qualify as incentive stock options ("ISOs") pursuant to Section 422 of the Code and Stock Options that are not intended to qualify as ISOs ("Non-qualified Stock Options"), as it, in its sole discretion, shall determine.

(ii) *Stock Appreciation Rights.* A "Stock Appreciation Right" or "SAR" is a right to receive, in cash or stock (as determined by the Committee), value with respect to a specific number of Shares equal to or otherwise based on the excess of (i) the market value of a Share at the time of exercise over (ii) the exercise price of the right, subject to such terms and conditions as are expressed in the document(s) evidencing the Award (the "SAR Agreement").

(iii) *Restricted Stock.* A "Restricted Stock" Award is an award of Shares, the grant, issuance, retention and/or vesting of which is subject to such conditions as are expressed in the document(s) evidencing the Award (the "Restricted Stock Agreement").

(iv) *Restricted Stock Unit.* A "Restricted Stock Unit" Award is an award of a right to receive, in cash or stock (as determined by the Committee) the market value of one Share, the grant, issuance, retention and/or vesting of which is subject to such conditions as are expressed in the document(s) evidencing the Award (the "Restricted Stock Unit Agreement").

(b) *Grants of Awards.* An Award may consist of one of the foregoing arrangements or benefits or two or more of them in tandem or in the alternative.

8. EMPLOYEE, CONSULTANT PARTICIPANT AWARDS

(a) *Grant, Terms and Conditions of Stock Options and SARs*

The Committee may grant Stock Options or SARs at any time and from time to time prior to the expiration of the Plan to eligible Participants selected by the Committee. No Participant shall have any rights as a stockholder with respect to any Shares subject to Stock Options or SARs hereunder until said Shares have been issued. Each Stock Option or SAR shall be evidenced only by such agreements, notices and/or terms or conditions documented in such form (including by electronic communications) as may be approved by the Committee. Each Stock Option grant will expressly identify the Stock Option as an ISO or as a Non-qualified Stock Option. Stock Options or SARs granted pursuant to the Plan need not be identical but each must contain or be subject to the following terms and conditions:

(i) *Price.* The purchase price (also referred to as the exercise price) under each Stock Option or SAR granted hereunder shall be established by the Committee. The purchase price per Share shall not be less than 100% of the market value of a Share on the date of grant. The exercise price of a Stock Option shall be paid in cash or in such other form if and to the extent permitted by the Committee, including without limitation by delivery of already owned Shares, withholding (either actually or by attestation) of Shares otherwise issuable under such Stock Option and/or by payment under a broker-assisted sale and remittance program acceptable to the Committee.

(ii) *No Repricing.* Other than in connection with a change in the Corporation's capitalization or other transaction as described in Section 11(a) through (d) of the Plan, the Corporation shall not, without stockholder approval, reduce the purchase price of a Stock Option or SAR and, at any time when the purchase price of a Stock Option or SAR is above the market value of a Share, the Corporation shall not, without stockholder approval (except in the case of a transaction described in Section 11(a) through (d) of the Plan), cancel and re-grant or exchange such Stock Option or SAR for a new Award with a lower (or no) purchase price or for cash.

(iii) *No Reload Grants.* Stock Options shall not be granted under the Plan in consideration for and shall not be conditioned upon the delivery of Shares to the Corporation in payment of the exercise price and/or tax withholding obligation under any other stock option.

(iv) *Duration, Exercise and Termination of Stock Options and SARs.* Each Stock Option or SAR shall be exercisable at such time and in such installments during the period prior to the expiration of the Stock Option or SAR as determined by the Committee. The Committee shall have the right to make the timing of the ability to exercise any Stock Option or SAR subject to continued employment or service, the passage of time and/or such performance requirements as deemed appropriate by the Committee. At any time after the grant of a Stock Option, the Committee may reduce or eliminate any restrictions on the Participant's right to exercise all or part of the Stock Option.

Each Stock Option or SAR must expire within a period of not more than ten (10) years from the grant date. In each case, the Option Agreement or SAR Agreement may provide for expiration prior to the end of the stated term of the Award in the event of the termination of employment or service of the Participant to whom it was granted.

(v) *Suspension or Termination of Stock Options and SARs.* If at any time (including after a notice of exercise has been delivered) the Committee, including any Subcommittee or administrator authorized pursuant to Section 3(b) (any such person, an "Authorized Officer"), reasonably believes that a Participant, other than an Outside Director, has committed an act of misconduct as described in this Section, the Authorized Officer may suspend the Participant's right to exercise any Stock Option or SAR pending a determination of whether an act of misconduct has been committed. If the Committee or an Authorized Officer determines a Participant, other than an Outside Director, has committed an act of embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation, breach of fiduciary duty or deliberate disregard of Corporation rules resulting in loss, damage or injury to the Corporation, or if a Participant makes an unauthorized disclosure of any Corporation trade secret or confidential information, engages in any conduct constituting unfair competition, induces any customer to breach a contract with the Corporation or induces any principal for whom the Corporation acts as agent to terminate such agency relationship, the Committee or an Authorized Officer may determine that neither the Participant nor his or her estate shall be entitled to exercise any Stock Option or SAR whatsoever. In addition, for any Participant who is designated as an "executive officer" by the Board of Directors, if the Committee determines that the Participant engaged in an act of embezzlement, fraud or breach of fiduciary duty during the Participant's employment that contributed to an obligation to restate the Corporation's financial statements ("Contributing Misconduct"), the Committee may require the Participant to repay to the Corporation, in cash and upon demand, the Option Proceeds (as defined below) resulting from any sale or other disposition (including to the Corporation) of Shares issued or issuable upon exercise of a Stock Option or SAR if the sale or disposition was effected during the twelve-month period following the first public issuance or filing with the SEC of the financial statements required to be restated. The term "Option Proceeds" means, with respect to any sale or other disposition (including to the Corporation) of Shares issuable or issued upon exercise of a Stock Option or SAR, an amount determined appropriate by the Committee to reflect the effect of the restatement, up to the amount equal to the number of Shares sold or disposed of multiplied by the difference between the market value per Share at the time of such sale or disposition and the exercise price. The return of Option Proceeds is in addition to and separate from any other relief available to the Corporation due to the executive officer's Contributing Misconduct. Any determination by the Committee or an Authorized Officer with respect to the foregoing shall be final, conclusive and binding on all interested parties. For any Participant who is an executive officer, the determination of the Committee or of the Authorized Officer shall be subject to the approval of the Board of Directors.

(vi) *Conditions and Restrictions Upon Securities Subject to Stock Options or SARs.* Subject to the express provisions of the Plan, the Committee may provide that the Shares issued upon exercise of a Stock Option or SAR shall be subject to such further conditions or agreements as the Committee in its discretion may specify prior to the exercise of such Stock Option or SAR, including, without limitation, conditions on vesting or transferability, forfeiture or repurchase provisions. The obligation to make payments with respect to SARs may be satisfied through cash payments or the delivery of Shares, or a combination thereof as the Committee shall determine. The Committee may establish rules for the deferred delivery of Common Stock upon exercise of a Stock Option or SAR with the deferral evidenced by use of Restricted Stock Units equal in number to the number of Shares whose delivery is so deferred.

(vii) *Other Terms and Conditions.* Stock Options and SARs may also contain such other provisions, which shall not be inconsistent with any of the foregoing terms, as the Committee shall deem appropriate.

(viii) *ISOs.* Stock Options intending to qualify as ISOs may only be granted to employees of the Corporation within the meaning of the Code, as determined by the Committee. No ISO shall be granted to any person if immediately after the grant of such Award, such person would own stock, including stock subject to outstanding Awards held by him or her under the Plan or any other plan established by the Corporation, amounting to more than ten percent (10%) of the total combined voting power or value of all classes of stock of the Corporation. To the extent that the Option Agreement specifies that a Stock Option is intended to be treated as an ISO, the Stock Option is intended to qualify to the greatest extent possible as an "incentive stock option" within the meaning of Section 422 of the Code, and shall be so construed; provided, however, that any such designation shall not be interpreted as a representation, guarantee or other undertaking on the part of the Corporation that the Stock Option is or will be determined to qualify as an ISO. If and to the extent that any Shares are issued under a portion of any Stock Option that exceeds the $100,000 limitation of Section 422 of the Code, such Shares shall not be treated as issued under an ISO notwithstanding any designation otherwise. Certain decisions, amendments, interpretations and actions by the Committee and certain actions by a Participant may cause a Stock Option to cease to qualify as an ISO pursuant to the Code and by accepting a Stock Option the Participant agrees in advance to such disqualifying action.

(b) Grant, Terms and Conditions of Restricted Stock and Restricted Stock Units

The Committee may grant Restricted Stock or Restricted Stock Units at any time and from time to time prior to the expiration of the Plan to eligible Participants selected by the Committee. A Participant shall have rights as a stockholder with respect to any Shares subject to a Restricted Stock Award hereunder only to the extent specified in this Plan or the Restricted Stock Agreement evidencing such Award. Awards of Restricted Stock or Restricted Stock Units shall be evidenced only by such agreements, notices and/or terms or conditions documented in such form (including by electronic communications) as may be approved by the Committee. Awards of Restricted Stock or Restricted Stock Units granted pursuant to the Plan need not be identical but each must contain or be subject to the following terms and conditions:

(i) *Terms and Conditions.* Each Restricted Stock Agreement and each Restricted Stock Unit Agreement shall contain provisions regarding (a) the number of Shares subject to such Award or a formula for determining such, (b) the purchase price of the Shares, if any, and the means of payment for the Shares, (c) the performance criteria, if any, and level of achievement versus these criteria that shall determine the number of Shares granted, issued, retainable and/or vested, (d) such terms and conditions on the grant, issuance, vesting and/or forfeiture of the Shares as may be determined from time to time by the Committee, (e) restrictions on the transferability of the Shares and (f) such further terms and conditions as may be determined from time to time by the Committee, in each case not inconsistent with this Plan.

(ii) *Sale Price.* Subject to the requirements of applicable law, the Committee shall determine the price, if any, at which Shares of Restricted Stock or Restricted Stock Units shall be sold or awarded to a Participant, which may vary from time to time and among Participants and which may be below the market value of such Shares at the date of grant or issuance.

(iii) *Share Vesting.* The grant, issuance, retention and/or vesting of Shares under Restricted Stock or Restricted Stock Unit Awards shall be at such time and in such installments as determined by the Committee or under criteria established by the Committee. The Committee shall have the right to make the timing of the grant and/or the issuance, the ability to retain and/or the vesting of Shares under Restricted Stock or Restricted Stock Unit Awards subject to the Participant's continued employment or service, passage of time and/or such performance criteria and level of achievement versus these criteria, as deemed appropriate by the Committee, which criteria may be based on financial performance and/or personal performance evaluations. No condition that is based on performance criteria and level of achievement versus such criteria shall be based on performance over a period of less than one year.

(iv) *Termination of Employment/Service.* The Restricted Stock or Restricted Stock Unit Agreement may provide for the forfeiture or cancellation of the Restricted Stock or Restricted Stock Unit Award, in whole or in part, in the event of the termination of employment or service of the Participant to whom it was granted.

(v) *Restricted Stock Units.* Except to the extent this Plan or the Committee specifies otherwise, Restricted Stock Units represent an unfunded and unsecured obligation of the Corporation and do not confer any of the rights of a stockholder until Shares are issued thereunder. Settlement of Restricted Stock Units upon expiration of the deferral or vesting period shall be made in Shares or otherwise as determined by the Committee. Dividends or dividend equivalent rights shall be payable in cash or in additional shares with respect to Restricted Stock Units only to the extent specifically provided for by the Committee and subject to the limitations of Section 10(c). Until a Restricted Stock Unit is settled, the number of Shares represented by a Restricted Stock Unit shall be subject to adjustment pursuant to Section 11. Any Restricted Stock Units that are settled after the Participant's death shall be distributed to the Participant's designated beneficiary(ies) or, if none was designated, the Participant's estate.

(vi) *Suspension or Termination of Restricted Stock and Restricted Stock Units*. If at any time the Committee, including any Subcommittee or administrator authorized pursuant to Section 3(b) (any such person, an "Authorized Officer"), reasonably believes that a Participant, other than an Outside Director, has committed an act of misconduct as described in this Section, the Authorized Officer may suspend the vesting of Shares under the Participant's Restricted Stock or Restricted Stock Unit Awards pending a determination of whether an act of misconduct has been committed. If the Committee or an Authorized Officer determines a Participant, other than an Outside Director, has committed an act of embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation, breach of fiduciary duty or deliberate disregard of Corporation rules resulting in loss, damage or injury to the Corporation, or if a Participant makes an unauthorized disclosure of any Corporation trade secret or confidential information, engages in any conduct constituting unfair competition, induces any customer to breach a contract with the Corporation or induces any principal for whom the Corporation acts as agent to terminate such agency relationship, the Committee or an Authorized Officer may determine that the Participant's Restricted Stock or Restricted Stock Unit Agreement shall be forfeited and cancelled. In addition, for any Participant who is designated as an "executive officer" by the Board of Directors, if the Committee determines that the Participant engaged in an act of embezzlement, fraud or breach of fiduciary duty during the Participant's employment that contributed to an obligation to restate the Corporation's financial statements ("Contributing Misconduct"), the Committee may require the Participant to repay to the Corporation, in cash and upon demand, the Restricted Stock Proceeds (as defined below) resulting from any sale or other disposition (including to the Corporation) of Shares issued or issuable upon the vesting of Restricted Stock or a Restricted Stock Unit if the sale or disposition was effected during the twelve-month period following the first public issuance or filing with the SEC of the financial statements required to be restated. The term "Restricted Stock Proceeds" means, with respect to any sale or other disposition (including to the Corporation) of Shares issued or issuable upon vesting of Restricted Stock or a Restricted Stock Unit, an amount determined appropriate by the Committee to reflect the effect of the restatement, up to the amount equal to the market value per Share at the time of such sale or other disposition multiplied by the number of Shares or units sold or disposed of. The return of Restricted Stock Proceeds is in addition to and separate from any other relief available to the Corporation due to the executive officer's Contributing Misconduct. Any determination by the Committee or an Authorized Officer with respect to the foregoing shall be final, conclusive and binding on all interested parties. For any Participant who is an executive officer, the determination of the Committee or of the Authorized Officer shall be subject to the approval of the Board of Directors.

9. OUTSIDE DIRECTOR AWARDS

The number of Awards granted to each Outside Director in a fiscal year of the Corporation ("Outside Director Awards") is limited, so that the grant date fair value of all Outside Director Awards granted by the Board of Directors combined with all cash-based compensation earned in the same fiscal year, may not exceed $500,000. Notwithstanding anything to the contrary in this Plan, the foregoing limitation shall be subject to adjustment under Section 11. The number of Shares subject to each Outside Director Award, or the formula pursuant to which such number shall be determined, the type or types of Awards included in the Outside Director Awards, the date of grant and the vesting, expiration and other terms applicable to such Outside Director Awards shall be specified from time to time by the Board of Directors, subject to the terms of this Plan, including the terms specified in Section 8. If the Board of Directors reasonably believes that an Outside Director has committed an act of misconduct as specified in Section 8(a)(v) or 8(b)(vi), the Board of Directors may suspend the Outside Director's right to exercise any Stock Option or SAR and/or the vesting of any Restricted Stock or Restricted Stock Unit Award pending a determination of whether an act of misconduct has been committed. If the Board of Directors determines that an Outside Director has committed an act of misconduct, neither the Outside Director nor his or her estate shall be entitled to exercise any Stock Option or SAR whatsoever and shall forfeit any unvested Restricted Stock or Restricted Stock Unit Award.

10. OTHER PROVISIONS APPLICABLE TO AWARDS

(a) *Transferability.* Unless the agreement or other document evidencing an Award (or an amendment thereto authorized by the Committee) expressly states that the Award is transferable as provided hereunder, no Award granted under this Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Securities Act of 1933. Further, until the Corporation becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Board of Directors or the Committee, as applicable, determines that it is, will, or may no longer be relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant..

(b) *Performance Criteria.* For purposes of this Plan, the term "Performance Criteria" shall mean any one or more of the following performance criteria or any other performance criteria, either individually, alternatively or in any combination, applied to either the Corporation as a whole or to a business unit or Subsidiary, either individually, alternatively or in any combination, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, on a U.S. generally accepted accounting principles ("GAAP") or non-GAAP basis, in each case as specified by the Committee in the Award: (a) cash flow, (b) earnings per share, (c) earnings before one or more of interest, taxes, depreciation and amortization, (d) return on equity, (e) total stockholder return, (f) share price performance, (g) return on capital, (h) return on assets or net assets, (i) revenue, (j) income or net income, (k) operating income or net operating income, (l) operating profit or net operating profit, (m) gross margin, operating margin or profit margin, (n) return on operating revenue, (o) return on invested capital, (p) market segment share, (q) product release schedules, (r) new product innovation, (s) product cost reduction through advanced technology, (t) brand recognition/acceptance, (u) product ship targets, or (v) customer satisfaction. The Committee may appropriately adjust any evaluation of performance under a Performance Criteria to exclude any of the following events that occurs during a performance period: (i) asset write-downs, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in or provisions under tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals for reorganization and restructuring programs, (v) any infrequently occurring or other unusual items, either under applicable accounting provisions or described in management's discussion and analysis of financial condition and results of operations appearing in the Corporation's annual report to stockholders for the applicable year, and (vi) any other events as the Committee shall deem appropriate, if such adjustment is timely approved in connection with the establishment of Performance Criteria. Notwithstanding satisfaction of any completion of any Performance Criteria, to the extent specified at the time of grant of an Award, the number of Shares, Stock Options, SARs, Restricted Stock Units or other benefits granted, issued, retainable and/or vested under an Award on account of satisfaction of such Performance Criteria may be reduced by the Committee on the basis of such further considerations as the Committee in its sole discretion shall determine.

(c) *Dividends.* Unless otherwise provided by the Committee, no adjustment shall be made in Shares issuable under Awards on account of cash dividends that may be paid or other rights that may be issued to the holders of Shares prior to their issuance under any Award. The Committee shall specify whether dividends or dividend equivalent amounts shall be credited and/or payable to any Participant with respect to the Shares subject to any Award; provided, however, that in no event will dividends or dividend equivalents be credited or payable in respect of Stock Options or SARs. Notwithstanding the foregoing, dividends or dividend equivalents credited/payable in connection with an Award that is not yet vested shall be subject to the same restrictions and risk of forfeiture as the underlying Award and shall not be paid until the underlying Award vests.

(d) *Documents Evidencing Awards.* The Committee shall, subject to applicable law, determine the date an Award is deemed to be granted. The Committee or, except to the extent prohibited under applicable law, its delegate(s) may establish the terms of agreements or other documents evidencing Awards under this Plan and may, but need not, require as a condition to any such agreement's or document's effectiveness that such agreement or document be executed by the Participant, including by electronic signature or other electronic indication of acceptance, and that such Participant agree to such further terms and conditions as specified in such agreement or document. The grant of an Award under this Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in this Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the agreement or other document evidencing such Award.

(e) *Additional Restrictions on Awards.*

(i) Either at the time an Award is granted or by subsequent action, the Committee may, but need not, impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant or other subsequent transfers by a Participant of any Shares issued under an Award, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant or Participants, and (c) restrictions as to the use of a specified brokerage firm for receipt, resales or other transfers of such Shares.

(ii) In connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities, Participants shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and Participant shall execute an agreement reflecting the foregoing as may be requested by the underwriters in connection with such offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

(f) *Subsidiary Awards*. In the case of a grant of an Award to any Participant employed by or providing services to a Subsidiary, such grant may, if the Committee so directs, be implemented by the Corporation issuing any subject Shares to the Subsidiary, for such lawful consideration as the Committee may determine, upon the condition or understanding that the Subsidiary will transfer the Shares to the Participant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. Notwithstanding any other provision hereof, such Award may be issued by and in the name of the Subsidiary and shall be deemed granted on such date as the Committee shall determine.

(g) *Compensation Recovery*. This provision applies to any policy adopted by any exchange on which the securities of the Corporation are listed pursuant to Section 10D of the Exchange Act, as applicable. To the extent any such policy requires the repayment of incentive-based compensation received by a Participant, whether paid pursuant to an Award granted under this Plan or any other plan of incentive-based compensation maintained in the past or adopted in the future by the Corporation, by accepting an Award under this Plan, the Participant agrees to the repayment of such amounts to the extent required by such policy and applicable law.

11. ADJUSTMENT OF AND CHANGES IN THE COMMON STOCK

(a) The existence of outstanding Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, exchanges, or other changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation or any issuance of Shares or other securities or subscription rights thereto, or any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Shares or other securities of the Corporation or the rights thereof, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise. Further, except as expressly provided herein or by the Committee, (i) the issuance by the Corporation of shares of stock or any class of securities convertible into shares of stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Corporation convertible into such shares or other securities, (ii) the payment of a dividend in property other than Shares, or (iii) the occurrence of any similar transaction, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to Stock Options or other Awards theretofore granted or the purchase price per Share, unless the Committee shall determine, in its sole discretion, that an adjustment is necessary or appropriate provided, however, that the Administrator will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Corporation is relying upon the exemption afforded thereby with respect to the Award.

(b) If the outstanding Shares or other securities of the Corporation, or both, for which the Award is then exercisable or as to which the Award is to be settled shall at any time be changed or exchanged by declaration of a stock dividend, stock split, combination of shares, extraordinary dividend of cash and/or assets, recapitalization, reorganization or any similar equity restructuring transaction (as that term is used in Accounting Standards Codification 718) affecting the Shares or other securities of the Corporation, the Committee shall equitably adjust the number and kind of Shares or other securities that are subject to this Plan and to the limits under Sections 6 and 9 and that are subject to any Awards theretofore granted, and the exercise or settlement prices of such Awards, so as to maintain the proportionate number of Shares or other securities subject to such Awards without changing the aggregate exercise or settlement price, if any.

(c) No right to purchase fractional Shares shall result from any adjustment in Stock Options or SARs pursuant to this Section 11. In case of any such adjustment, the Shares subject to the Stock Option or SAR shall be rounded down to the nearest whole share.

(d) Any other provision hereof to the contrary notwithstanding (except Section 11(a)), in the event the Corporation is a party to a merger or other reorganization, outstanding Awards shall be subject to the agreement of merger or reorganization. Such agreement may provide, without limitation, for the assumption of outstanding Awards by the surviving corporation or its parent, for their continuation by the Corporation (if the Corporation is a surviving corporation), for accelerated vesting and accelerated expiration, or for settlement in cash.

12. LISTING OR QUALIFICATION OF COMMON STOCK

In the event that the Committee determines in its discretion that the listing or qualification of the Shares available for issuance under the Plan on any securities exchange or quotation or trading system or under any applicable law or governmental regulation is necessary as a condition to the issuance of such Shares, a Stock Option or SAR may not be exercised in whole or in part and a Restricted Stock or Restricted Stock Unit Award shall not vest or be settled unless such listing, qualification, consent or approval has been unconditionally obtained.

13. TERMINATION OR AMENDMENT OF THE PLAN

The Board of Directors may amend, alter or discontinue the Plan and the Board of Directors or the Committee may to the extent permitted by the Plan amend any agreement or other document evidencing an Award made under this Plan, including pursuant to Section 3(c)(vii), provided, however, that the Corporation shall submit for stockholder approval any amendment (other than an amendment pursuant to the adjustment provisions of Section 11) required to be submitted for stockholder approval by an applicable stock exchange or a national market system upon which Shares are traded or that otherwise would:

(a) Increase the maximum number of Shares for which Awards may be granted under this Plan;

(b) Reduce the price at which Stock Options may be granted below the price provided for in Section 8(a);

(c) Reduce the option price of outstanding Stock Options;

(d) Extend the term of this Plan;

(e) Change the class of persons eligible to be Participants; or

(f) Increase the limits in Section 6.

In addition, no such amendment or alteration shall be made which would impair the rights of any Participant, without such Participant's consent, under any Award theretofore granted, provided that no such consent shall be required with respect to any amendment or alteration made pursuant to Section 3(c)(vii) or if the Committee otherwise determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Corporation, the Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such Award, or that any such diminishment has been adequately compensated.

14. WITHHOLDING

To the extent required by applicable federal, state, local or foreign law, the Committee may and/or a Participant shall make arrangements satisfactory to the Corporation for the satisfaction of any withholding tax obligations that arise with respect to any Stock Option, SAR, Restricted Stock or Restricted Stock Unit Award, or any sale of Shares. The Corporation shall not be required to issue Shares or to recognize the disposition of such Shares until such obligations are satisfied. To the extent permitted or required by the Committee, these obligations may or shall be satisfied by having the Corporation withhold a portion of the Shares of stock that otherwise would be issued to a Participant under such Award or by tendering Shares previously acquired by the Participant equal to an amount no greater than the maximum statutory tax rate applicable to such Participant in all relevant jurisdictions, and in all cases reduced by the amount of any withholding obligation a Participant satisfies by cash payment to the Corporation.

15. GENERAL PROVISIONS

(a) *Employment At Will.* Neither the Plan nor the grant of any Award nor any action by the Corporation, any Subsidiary or the Committee shall be held or construed to confer upon any person any right to be continued in the employ of or service to the Corporation or a Subsidiary. The Corporation and each Subsidiary expressly reserve the right to discharge, without liability but subject to his or her rights under this Plan, any Participant whenever in the sole discretion of the Corporation or a Subsidiary, as the case may be, it may determine to do so.

(b) *Governing Law.* This Plan and any agreements or other documents hereunder shall be interpreted and construed in accordance with the laws of the State of Delaware and applicable federal law. The Committee may provide that any dispute as to any Award shall be presented and determined in such forum as the Committee may specify, including through binding arbitration. Any reference in this Plan or in the agreement or other document evidencing any Award to a provision of law or to a rule or regulation shall be deemed to include any successor law, rule or regulation of similar effect or applicability.

(c) *Unfunded Plan.* Insofar as it provides for Awards, the Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are granted Awards under this Plan, any such accounts will be used merely as a bookkeeping convenience. The Corporation shall not be required to segregate any assets which may at any time be represented by Awards, nor shall this Plan be construed as providing for such segregation, nor shall the Corporation or the Committee be deemed to be a trustee of stock or cash to be awarded under the Plan.

(d) *Third Party Administrator.* In connection with a Participant's participation in the Plan, the Corporation may use the services of a third party administrator, including a brokerage firm administrator, and the Corporation may provide this administrator with personal information about a Participant, including a Participant's name, social security number and address, as well as the details of each Award, and this administrator may provide information to the Corporation concerning the exercise of a Participant's rights and account data as it relates to Awards under the Plan.

(e) *Investment Representations*. As a condition to the exercise of an Award, the Corporation may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Corporation, such a representation is required.

16. NON-EXCLUSIVITY OF PLAN

Neither the adoption of this Plan by the Board of Directors nor the submission of this Plan to the shareholders of the Corporation for approval shall be construed as creating any limitations on the power of the Board of Directors or the Committee to adopt such other incentive arrangements as either may deem desirable, including, without limitation, the granting of stock options, stock appreciation rights, restricted stock or restricted stock units otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

17. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

This Plan, the grant and exercise of Awards thereunder, and the obligation of the Corporation to sell, issue or deliver Shares under such Awards, shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any governmental or regulatory agency as may be required. The Corporation shall not be required to register in a Participant's name or deliver any Shares prior to the completion of any registration or qualification of such Shares under any federal, state or local law or any ruling or regulation of any government body which the Committee shall determine to be necessary or advisable. To the extent the Corporation is unable to or the Committee deems it infeasible to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Corporation's counsel to be necessary or advisable for the lawful issuance and sale of any Shares hereunder, the Corporation shall be relieved of any liability with respect to the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained. No Stock Option shall be exercisable and no Shares shall be issued and/or transferable under any other Award unless a registration statement with respect to the Shares underlying such Stock Option is effective and current or the Corporation has determined that such registration is unnecessary.

18. LIABILITY OF CORPORATION

The Corporation shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Corporation has been unable to obtain from any regulatory body having jurisdiction the authority deemed by the Corporation's counsel to be necessary to the lawful issuance and sale of any Shares hereunder; and (b) any tax consequence expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Stock Option or other Award granted hereunder.

Exhibit 10.10

MOBILEYE GLOBAL INC.
2022 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

1. Terms of Restricted Stock Unit. This Restricted Stock Unit Agreement, including any appendix attached hereto (this Restricted Stock Unit Agreement and such appendix, together, this "**Agreement**"), the Restricted Stock Unit Notice of Grant delivered online by logging into the E*TRADE Financial Corporation website (or the website of the applicable vendor as may be in effect from time to time) (the "**Notice of Grant**") and the Mobileye Global Inc. 2022 Equity Incentive Plan (the "**2022 Plan**"), as such may be amended from time to time, constitute the entire understanding between you, Mobileye Global Inc. (the "**Corporation**") and the Subsidiary that employs you or you provide services for (the "**Employer**"), regarding the Restricted Stock Units ("**RSUs**") identified in your Notice of Grant. The RSUs granted to you are effective as of the grant date set forth in the Notice of Grant (the "**Grant Date**"). If there is any conflict between the terms in this Agreement and the 2022 Plan, the terms of the 2022 Plan will prevail. Capitalized terms not explicitly defined in this Agreement or in the Notice of Grant but defined in the 2022 Plan will have the same definitions as in the 2022 Plan.

2. Acceptance. If you are instructed by the administrators of the 2022 Plan to accept this Agreement and you fail to do so in the manner specified by the administrators within the earlier of (i) the first vest date or (ii) 180 days following the Grant Date, the RSUs identified in your Notice of Grant will be cancelled, except as otherwise determined by the Corporation in its sole discretion.

3. Vesting of RSUs. Provided that you remain continuously employed by, or continuously provide services to, the Corporation or a Subsidiary from the Grant Date specified in the Notice of Grant through each vesting date specified in the Notice of Grant, the RSUs allocated to each vesting date will vest and be converted into the right to receive the number of shares of the Corporation's Common Stock, $0.01 par value (the "**Common Stock**"), except as otherwise provided in this Agreement. In the event a vesting date for any RSUs falls on a weekend or any other day on which the applicable stock exchange or national market system upon which the Common Stock is traded ("**Exchange**") is not open, such RSUs will vest on the vesting date specified in the Notice of Grant, but the Market Value (as defined in the 2022 Plan) of such vested RSUs, including for purposes of tax withholding and reporting, will be determined as of the next following Exchange trading day; provided, however, that if you are designated by the Board of Directors to be an "officer" as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934 (a "**Section 16 Officer**"), the foregoing shall not apply, and your affected RSUs' will vest on the next following Exchange trading day and the Market Value of such vested RSUs will be determined as of the date the RSUs vested. The number of shares of Common Stock into which RSUs convert as specified in the Notice of Grant will be adjusted for stock splits and similar matters as specified in and pursuant to the 2022 Plan.

RSUs will vest to the extent provided in and in accordance with the terms of the Notice of Grant and this Agreement. If your status as an employee, Consultant or Outside Director terminates for any reason except death or Disablement (defined below), prior to the vesting dates set forth in your Notice of Grant, your unvested RSUs will be cancelled.

4. Conversion into Common Stock. Shares of Common Stock will be issued or become free of restrictions as soon as practicable following vesting of the RSUs, provided that you have satisfied your tax withholding obligations as specified under Section 9 of this Agreement and you have completed, signed and returned any documents and taken any additional action that the Corporation deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The shares of Common Stock will be issued in your name (or may be issued to your executor or personal representative, in the event of your death or Disablement), and may be effected by recording shares on the stock records of the Corporation or by crediting shares in an account established on your behalf with a brokerage firm or other custodian, in each case as determined by the Corporation. In no event will the Corporation be obligated to issue a fractional share.

Notwithstanding the foregoing, (i) the Corporation will not be obligated to deliver any shares of the Common Stock during any period when the Corporation determines that the conversion of a RSU or the delivery of shares hereunder would violate any laws of the United States or your country of residence and/or employment and/or may issue shares subject to any restrictive legends that, as determined by the Corporation's counsel, is necessary to comply with securities or other regulatory requirements, and (ii) the date on which shares are issued may include a delay in order to provide the Corporation such time as it determines appropriate to address tax withholding and other administrative matters.

5. Suspension or Termination of RSU for Misconduct. If at any time the Committee of the Board of Directors established pursuant to the 2022 Plan (the "**Committee**"), including any Subcommittee or "Authorized Officer" (as defined in Section 8(b)(vi) of the 2022 Plan) notifies the Corporation that they reasonably believe that you have committed an act of misconduct as described in Section 8(b)(vi) of the 2022 Plan (embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or any Subsidiary, breach of fiduciary duty or deliberate disregard of Corporation rules resulting in loss, damage or injury to the Corporation or any Subsidiary, an unauthorized disclosure of any Corporation trade secret or confidential information, any conduct constituting unfair competition, inducing any customer to breach a contract with the Corporation or any Subsidiary or inducing any principal for whom the Corporation or any Subsidiary acts as agent to terminate such agency relationship), the vesting of your RSUs may be suspended pending a determination of whether an act of misconduct has been committed. If the Corporation determines that you have committed an act of misconduct, all RSUs not vested as of the date the Corporation was notified that you may have committed an act of misconduct will be cancelled and neither you nor any beneficiary will be entitled to any claim with respect to the RSUs whatsoever. Any determination by the Committee or an Authorized Officer with respect to the foregoing will be final, conclusive, and binding on all interested parties.

6. Termination of Employment/Service. Except as expressly provided otherwise in this Agreement, if your employment by, or service with, the Corporation or any Subsidiary terminates for any reason, whether voluntarily or involuntarily, other than on account of death or Disablement (as defined in Section 8), all RSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise. For purposes of this Section 6, your employment or service with any partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Corporation or a Subsidiary is a party will be considered employment or service for purposes of this provision if either (a) the entity is designated by the Committee as a Subsidiary for purposes of this provision or (b) you are specifically designated as an employee, Consultant or Outside Director of a Subsidiary for purposes of this provision.

For purposes of this provision, your employment or service is not deemed terminated if, prior to 60 days after the date of termination from the Corporation or a Subsidiary, you are rehired by the Corporation or a Subsidiary on a basis that would make you eligible for future RSU grants by the Corporation. In addition, your transfer from the Corporation to any Subsidiary or from any one Subsidiary to another, or from a Subsidiary to the Corporation is not deemed a termination of employment or service.

7. Death. Except as expressly provided otherwise in this Agreement, if you die while employed by, or providing services to, the Corporation or any Subsidiary, your RSUs will become 100% vested.

8. Disablement. Except as expressly provided otherwise in this Agreement, if your employment or service terminates as a result of Disablement, your RSUs will become 100% vested upon the later of the date of your termination due to your Disablement or the date of determination of your Disablement. For purposes of this Agreement, "**Disablement**" will mean a physical condition arising from an illness or injury, which renders you incapable of performing work in your regular occupation, as determined by the Corporation. Your regular occupation is the occupation you routinely perform at the time your Disablement began.

9. Tax Withholding.

(a) To the extent RSUs are subject to tax withholding obligations, the taxable amount generally will be based on the Market Value on the date of the taxable event. RSUs are taxable in accordance with the existing or future tax laws of the country or countries in which you are subject to tax such as the country or countries in which you reside and/or are employed on the Grant Date, vest dates, or during the vesting period. Your RSUs may be taxable in more than one country, based on your country of citizenship and/or the countries in which you resided or were employed on the Grant Date, vest date or during the vesting or other relevant period.

(b) You will make arrangements satisfactory to the Corporation (or the Subsidiary that employs you, if your Subsidiary is involved in the administration of the 2022 Plan) for the payment and satisfaction of any income tax, social security tax, payroll tax, social taxes, applicable national or local taxes, or payment on account of other tax related to withholding obligations that arise by reason of granting or vesting of RSUs or sale of Common Stock shares from vested RSUs (whichever is applicable).

(c) The Corporation will not be required to issue or lift any restrictions on shares of the Common Stock pursuant to your RSUs or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied.

(d) Unless provided otherwise by the Committee, these obligations will be satisfied by the Corporation withholding a number of shares of Common Stock that would otherwise be issued under the RSUs that the Corporation determines has a Market Value sufficient to meet the maximum tax withholding obligations in all relevant jurisdictions, reduced by the amount of any withholding obligation you have already satisfied by cash payment to the Corporation. In the event that the Committee provides that these obligations will not be satisfied under the method described in the previous sentence, you authorize E*TRADE Financial Corporate Services, Inc. and E*TRADE Securities LLC ("**E*Trade**"), or any successor plan administrator, to sell a number of shares of Common Stock that are issued under the RSUs, which the Corporation determines is sufficient to generate an amount that meets the tax withholding obligations plus additional shares to account for rounding and market fluctuations, and to pay such tax withholding to the Corporation for remittance to the appropriate tax authorities. The shares may be sold as part of a block trade with other Participants in which all Participants receive an average price.

(e) You are ultimately liable and responsible for all taxes owed by you in connection with your RSUs, regardless of any action the Corporation takes or any transaction pursuant to this Section 9 with respect to any tax withholding obligations that arise in connection with the RSUs. The Corporation makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the RSUs or the subsequent sale of any of the shares of Common Stock underlying the RSUs that vest. The Corporation does not commit and is under no obligation to structure the RSU program to reduce or eliminate your tax liability.

10. Rights as Stockholder. Your RSUs may not be otherwise sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Securities Act of 1933. Any attempt to transfer, assign, hypothecate or otherwise dispose of your RSUs other than as permitted above, will be void and unenforceable against the Corporation.

You will have the rights of a stockholder only after shares of the Common Stock have been issued to you following vesting of your RSUs and satisfaction of all other conditions to the issuance of those shares as set forth in this Agreement. RSUs will not entitle you to any rights of a stockholder of Common Stock and there are no voting or dividend rights with respect to your RSUs. RSUs will remain terminable pursuant to this Agreement at all times until they vest and convert into shares. As a condition to having the right to receive shares of Common Stock pursuant to your RSUs, you acknowledge that unvested RSUs will have no value for purposes of any aspect of your employment or service relationship with the Corporation or a Subsidiary.

11. Disputes. Any question concerning the interpretation of this Agreement, your Notice of Grant, the RSUs or the 2022 Plan, any adjustments required to be made thereunder, and any controversy that may arise under this Agreement, your Notice of Grant, the RSUs or the 2022 Plan will be determined by the Committee (including any person(s) to whom the Committee has delegated its authority) in its sole and absolute discretion. Such decision by the Committee will be final and binding unless determined pursuant to Section 14(f) to have been arbitrary and capricious.

12. Amendments. The 2022 Plan and RSUs may be amended or altered by the Committee or the Board of Directors to the extent provided in the 2022 Plan.

13. ***Data Privacy. You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document and any other RSU grant materials ("Data") by and among, as applicable, the Corporation, the Employer and any other Subsidiary for the exclusive purpose of implementing, administering and managing your participation in the 2022 Plan.***

You hereby understand that the Corporation holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Corporation, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, administering and managing the 2022 Plan. You hereby understand that Data will be transferred to E*Trade and any other third parties assisting in the implementation, administration and management of the 2022 Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You hereby understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Corporation, E*Trade and any other possible recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purpose of implementing, administering and managing your participation in the 2022 Plan, including any requisite transfer of such Data as may be required to another broker or other third party with whom you may elect to deposit any shares of Common Stock acquired under your RSUs. You hereby understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the 2022 Plan. You hereby understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Corporation would not be able to grant you RSUs or other equity awards or administer or maintain such awards. Therefore, you hereby understand that refusing or withdrawing your consent may affect your ability to participate in the 2022 Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you hereby understand that you may contact the human resources representative responsible for your country at the local or regional level.

Finally, upon request of the Corporation or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Corporation and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the 2022 Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the 2022 Plan if you fail to provide any such consent or agreement requested by the Corporation and/or the Employer.

14. The 2022 Plan and Other Terms.

(a) Any prior agreements, commitments or negotiations concerning the RSUs are superseded by this Agreement and your Notice of Grant. You hereby acknowledge that a copy of the 2022 Plan has been made available to you.

(b) The grant of RSUs to an employee, Consultant or Outside Director in any one year, or at any time, does not obligate the Corporation or any Subsidiary to make a grant in any future year or in any given amount and should not create an expectation that the Corporation or any Subsidiary might make a grant in any future year or in any given amount.

(c) In connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities, Participant hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Corporation's initial public offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

(d) Notwithstanding any other provision of this Agreement, if any changes in law or the financial or tax accounting rules applicable to the RSUs covered by this Agreement will occur, the Corporation may, in its sole discretion, (i) modify this Agreement to impose such restrictions or procedures with respect to the RSUs (whether vested or unvested), the shares issued or issuable pursuant to the RSUs and/or any proceeds or payments from or relating to such shares as it determines to be necessary or appropriate to comply with applicable law or to address, comply with or offset the economic effect to the Corporation of any accounting or administrative matters relating thereto, or (ii) cancel and cause a forfeiture with respect to any unvested RSUs at the time of such determination.

(e) Nothing contained in this Agreement creates or implies an employment contract or term of employment upon which you may rely.

(f) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock, an essential term of this Agreement is that it will be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the RSUs granted hereunder will be brought in the state or federal courts of competent jurisdiction in the State of California.

(g) Notwithstanding anything to the contrary in this Agreement or the applicable Notice of Grant, your RSUs are subject to reduction by the Corporation if you change your employment classification from a full-time employee to a part-time employee, or from a full-time employee to a Consultant or Outside Director.

(h) RSUs are not part of your employment or service contract (if any) with the Corporation or any Subsidiary, your salary or fees, your normal or expected compensation, or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity.

(i) In consideration of the grant of RSUs, no claim or entitlement to compensation or damages will arise from termination of your RSUs or diminution in value of the RSUs or Common Stock acquired through vested RSUs resulting from termination of your active employment by the Corporation or any Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and you hereby release the Corporation and its Subsidiaries from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then you will be deemed irrevocably to have waived your entitlement to pursue such claim.

(j) Notwithstanding any terms or conditions of the 2022 Plan to the contrary, in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the RSUs and vest in RSUs under the 2022 Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), your right to sell shares of Common Stock that converted from vested RSUs after termination of employment, if any, will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

(k) Notwithstanding any provision of this Agreement, the Notice of Grant or the 2022 Plan to the contrary, if, at the time of your termination of employment with the Corporation or any of its Subsidiaries, you are a "specified employee" as defined in Section 409A of the Internal Revenue Code ("**Code**"), and one or more of the payments or benefits received or to be received by you pursuant to the RSUs would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under the RSUs until the earliest of (A) the date which is six (6) months after your "separation from service" for any reason, other than death or "disability" (as such terms are used in Section 409A(a)(2) of the Code), (B) the date of your death or "disability" (as such term is used in Section 409A(a)(2)(C) of the Code) or (C) the effective date of a "change in the ownership or effective control" of the Corporation (as such term is used in Section 409A(a)(2)(A)(v) of the Code). Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. The RSUs are intended to comply with or be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent; provided, that the Corporation does not guarantee you any particular tax treatment of the RSUs. In addition, if any provision of the RSUs would cause you to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, the Corporation may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(l) Copies of the Corporation's Annual Report to Stockholders for its latest fiscal year and the Corporation's latest quarterly report are available, without charge, on the Corporation's website and at the Corporation's business office.

(m) The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding your participation in the 2022 Plan, or his or her acquisition or sale of the underlying shares of Common Stock. You understand and agree that you are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the 2022 Plan before taking any action related to the 2022 Plan.

(n) In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(o) You acknowledge that a waiver by the Corporation of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

15. Appendix. The RSUs and the shares of Common Stock acquired under the 2022 Plan shall be subject to any special terms and conditions for your country set forth in the Appendix to this Agreement. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent that the Corporation determines that application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

16. Imposition of Other Requirements. The Corporation reserves the right to impose other requirements on the RSUs and on any shares of Common Stock acquired upon vesting of the RSUs, to the extent that the Committee determines it is necessary for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

* * * * *

By acknowledging this grant of an award or your acceptance of this Agreement in the manner specified by the administrator, you, Mobileye Global Inc. and the Employer agree that the RSUs identified in your Notice of Grant are governed by the terms of this Agreement, the Notice of Grant and the 2022 Plan. You further acknowledge that you have read and understood the terms of the RSUs set forth in this Agreement, the Notice of Grant and the 2022 Plan.

APPENDIX TO THE

MOBILEYE GLOBAL INC.
2022 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms used and not defined in this Appendix will have the meaning given to them in the Restricted Stock Unit Agreement (the "**Agreement**") and/or the Mobileye Global Inc. 2022 Equity Incentive Plan (the "**2022 Plan**"), as applicable.

Terms and Conditions

This Appendix, which is part of the Agreement, contains additional or different terms and conditions that govern the RSUs if you are residing and/or employed outside of the United States. The terms and conditions in **Part A** apply to all Participants outside of the United States. The country-specific terms and conditions in **Part B** apply to Participants located in any of the countries listed in **Part B**.

If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the RSUs are granted to you or are considered a resident of another country for local law purposes, the Corporation will determine to what extent the terms and conditions herein will apply to you.

Notifications

This Appendix also includes information regarding securities laws and certain other issues of which you should be aware with respect to your participation in the 2022 Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of May 2022. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the 2022 Plan because the information may be out of date at vesting and settlement of the RSUs, upon the subsequent sale of the shares of Common Stock or upon the receipt of any dividends.

In addition, the information is general in nature and may not apply to your particular situation, and the Corporation is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

A. **NON-U.S. PROVISIONS**

1. Nature of Grant. The following provision supplements Section 14 of the Restricted Stock Unit Agreement. In accepting the RSUs, you acknowledge, understand and agree that:

(a) the 2022 Plan is established voluntarily by the Corporation, is discretionary in nature and may be modified, amended, suspended or terminated by the Corporation at any time, to the extent permitted by the 2022 Plan;

(b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;

(c) all decisions with respect to future restricted stock units or other grants, if any, will be at the sole discretion of the Corporation;

(d) the grant of RSUs and your participation in the 2022 Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Corporation, the Employer, or any parent or Subsidiary and shall not interfere with the ability of the Corporation, the Employer, or any parent or Subsidiary to terminate your employment;

(e) you are voluntarily participating in the 2022 Plan;

(f) the RSUs and the shares of Common Stock subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the RSUs and the shares of Common Stock subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(i) notwithstanding any terms or conditions of the 2022 Plan to the contrary, for purposes of your RSUs, your employment or consulting services will be considered terminated as of the date you are no longer actively providing services to the Corporation or any Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are providing service or the terms of your service agreement, if any) and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are providing service or the terms of your service agreement, if any). The Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your RSU grant (including whether you may still be considered to be providing services while on a leave of absence); and

(j) neither the Corporation nor the Employer nor any parent or Subsidiary will be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to you pursuant to the RSUs or the subsequent sale of any shares of Common Stock subject to the RSUs acquired under the 2022 Plan.

2. Language. You acknowledge that you are proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document related to the RSUs translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall control.

3. Electronic Delivery and Participation. The Corporation may, in its sole discretion, decide to deliver any documents related to RSUs granted under the 2022 Plan or future RSUs that may be granted under the 2022 Plan by electronic means or request your consent to participate in the 2022 Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the 2022 Plan through any on-line or electronic system established and maintained by the Corporation or a third party designated by the Corporation.

4. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that you may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions, including the United States, your country and the broker's country, which may affect your ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (*e.g.*, RSUs) or rights links to the value of shares of Common Stock under the 2022 Plan during such times as you considered to have "inside information" regarding the Corporation (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Corporation insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions and that you should speak to your personal advisor on this matter.

5. Exchange Control, Foreign Asset/Account and/or Tax Reporting Requirements. You acknowledge that there may be certain exchange control, foreign asset/account and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock or cash received from participating in the 2022 Plan (including the proceeds from the sale of shares of Common Stock and the receipt of any dividends) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or related transactions to the tax or other authorities in your country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the 2022 Plan to your country within a certain time after receipt. You acknowledge that it is your responsibility to comply with such regulations and that you should speak to your personal advisor on this matter.

B. COUNTRY-SPECIFIC PROVISIONS

GERMANY

Control of 2022 Plan. For the avoidance of doubt, the 2022 Plan shall only control unless otherwise stipulated in this Section.

Definition of Disability. The definition of "disability" or "Disablement" for purposes of the RSUs and the 2022 Plan shall, for the avoidance of doubt, be interpreted as understood and interpreted by German law.

Eligible Participant. The Corporation's discretion to award rights under the 2022 Plan to eligible Participants shall be exercised in a way complying with German law, in particular with the labor law principle of equal treatment (*arbeitsrechtlicher Gleichbehandlungsgrundsatz*) and with the prohibition of discrimination (*Diskriminierungsverbot*).

Leaves of Absences. The Corporation's discretion to grant awards under the 2022 Plan shall be exercised in a manner complying with German law, in particular with the labor law principle of equal treatment (*arbeitsrechtlicher Gleichbehandlungsgrundsatz*) and with the prohibition of discrimination (*Diskriminierungsverbot*). For the avoidance of doubt, any sick leave or other leave of absence as used in the 2022 Plan shall be interpreted and applied as compliant with German law.

Clawback. For the avoidance of doubt, any clawback shall only be made as permitted under German law requisites.

Remedies. For the avoidance of doubt, remedies shall only be claimed as permitted under German law requisites.

No Legal Claim. Participant acknowledges and agrees that the Award is a voluntary one-time benefit, and that Participant does not have a legal claim for further grants.

Board and Committee Discretion and Decisions. The discretion of the Committee under the 2022 Plan, the Agreement and this Section, including their interpretation, shall always be exercised reasonably (*nach billigem Ermessen*) as defined under German law.

Consent to Personal Data Processing and Transfer. The following provisions shall apply in lieu of Section 14 of the Agreement: It shall be a term and condition of each award under the 2022 Plan that Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Corporation and certain Subsidiaries of the Corporation (all together, the "Company Entities") hold certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the only purpose of managing and administering the 2022 Plan ("Data"). The Company Entities will transfer Data to any third parties assisting the Corporation in the implementation, administration and management of the 2022 Plan. The Company Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Corporation in the implementation, administration and management of the 2022 Plan are the following: However, from time to time, the Company Entities may retain additional or different third parties for any of the purposes mentioned on which the Corporation will inform Participant and seek the additional consent of Participant. Participant hereby authorizes the Company Entities to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the 2022 Plan, including any requisite transfer of such Data as may be required for the administration of the 2022 Plan on behalf of Participant to a third party with whom Participant may have elected to have payment made pursuant to the 2022 Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Corporation through its local Human Resources Director; however, withdrawing the consent may affect Participant's ability to participate in the 2022 Plan and receive the benefits under the Agreement. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the 2022 Plan and any subsequent claims or rights.

Taxes and Other Withholding. For the avoidance of doubt, any withholding and payment obligations under the 2022 Plan and the Agreement shall be made by the relevant member of the Company Entities employing Participant when due and any taxes should always include German social security contributions (including Participant's portion) and mandatory withholding and pay obligations in accordance with German law.

Tax Consequences. Any tax consequences arising from the vesting or distribution or otherwise pursuant to an Award shall be borne solely by Participant (including, without limitation, Participant's individual income tax and Participant's social security contributions, if applicable). The Company Entities shall be entitled to (a) withhold Participant's social security contributions and individual income tax (if required) according to the requirements under applicable laws, rules and regulations, including withholding taxes at source and (b) report the income and requested details in respect of any award to the competent tax and social security authorities. Furthermore, Participant shall agree to indemnify the Company Entities and hold them harmless against and from any and all liability for any such tax or other payment or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to Participant.

ISRAEL

Terms and Conditions

Capital Gains Track Requirements. By accepting the award of RSUs, you acknowledge and agree that the award is subject to the 2022 Plan, the Israel Sub-Plan and Sections 102(b)(2) and (3) of the Income Tax Ordinance (New Version) – 1961, the Rules, and the Trust Agreement (as defined in the Israel Sub-Plan), a copy of which has been made available to you. You confirm that (a) you are familiar with the terms and provisions of Section 102 of the ITO, particularly the Capital Gains Track described in subsection (b)(2) and (3) thereof, and agrees not to require the Trustee to release the award or to sell or transfer the award to you or any third party unless permitted to do so by applicable law (b) the terms and restrictions set forth in the Israel Sub-Plan will apply to the award in all respects, including without limitation with respect to mandatory tax withholding requirements, and the rights and authorities of the Company, its Affiliates and the Trustee with respect thereto, and (c) the Company, its affiliates, assignees and successors shall be under no duty to ensure, and no representation or commitment is made, that an award qualifies or shall qualify under any particular tax treatment.

You further acknowledge and agree that the RSUs and any Shares issued upon vesting thereof shall be deposited with the Trustee, or shall be subject to a supervisory trustee arrangement approved by the ITA for the Trustee, in order to comply with the requirements of the capital gains track under Sections 102(b)(2) and (3) of the ITO.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation to the 2022 Plan, the RSUs or Shares issued thereunder.

Data Privacy. The following provision supplements Section 14 of the 2022 Plan:

You hereby authorize the Corporation, the Trustee and their representatives to collect, use and transfer all relevant information regarding your participation in the 2022 Plan to all Company personnel and agents and or third parties involved in the administration of the 2022 Plan and/or in the event of a corporate financing, merger, acquisitions and/or business transfers, including transfers outside of Israel and further transfers thereafter.

JAPAN

Terms and Conditions

No Registration. An award of RSUs representing a right to receive a number of Shares under the 2022 Plan will be offered in Japan by a private placement to small number of subscribers (*shoninzu muke kanyu*), as provided under Article 23-13, Paragraph 4 of the Financial Instruments and Exchange Law of Japan ("FIEL"), and accordingly, the filing of a securities registration statement pursuant to Article 4, Paragraph 1 of the FIEL has not been made, and such Award may not be assigned or transferred by Participant.

Exhibit 10.11

MOBILEYE GLOBAL INC.
2022 EQUITY INCENTIVE PLAN

OPTION AGREEMENT

1. Option Grant; Terms Of Option. This Option Agreement (this "**Agreement**"), the Notice of Grant delivered online by logging into the E*TRADE Financial Corporation website (or the website of the applicable vendor as may be in effect from time to time) (the "**Notice of Grant**") and the Mobileye Global Inc. 2022 Equity Incentive Plan (the "**2022 Plan**"), as such may be amended from time to time, constitute the entire understanding between you, Mobileye Global Inc. (the "**Corporation**"), and the Subsidiary that employs you or you provide services for (the "**Employer**"), regarding the stock option grant ("**Option**") identified in your Notice of Grant. The Option granted to you is effective as of the grant date set forth in the Notice of Grant (the "**Grant Date**"). If there is any conflict between the terms in this Agreement and the 2022 Plan, the terms of the 2022 Plan will prevail. Capitalized terms not explicitly defined in this Agreement or in the Notice of Grant but defined in the 2022 Plan will have the same definitions as in the 2022 Plan.

If you are instructed by the administrators of the 2022 Plan to accept this Agreement and you fail to do so in the manner specified by the administrators within 180 days of the Grant Date, the Option identified in your Notice of Grant will be cancelled, except as otherwise determined by the Corporation in its sole discretion.

2. Nonqualified Stock Option. The Option is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**") and will be interpreted accordingly.

3. Option Price. The exercise price of the option (the "**Exercise Price**"), as set forth in the Notice of Grant, is 100% of the closing price of a share of the common stock of the Corporation, $0.01 par value (the "**Common Stock**"), as reported on the applicable stock exchange or national market system upon which the Common Stock is traded ("**Exchange**") on the Grant Date**.**

4. Vesting Terms. Provided that you remain continuously employed by, or continuously provide services to, the Corporation or a Subsidiary from the Grant Date specified in the Notice of Grant through each vesting date specified in the Notice of Grant, the Shares underlying the Option allocated to each vesting date will vest and become exercisable, except as otherwise provided in this Agreement.

5. Term of Option and Exercise of Option. To the extent the option becomes vested and exercisable pursuant to the terms set forth in this Agreement and has not been previously exercised, and subject to termination or acceleration as provided in this Agreement and the requirements set forth in this Agreement, the Notice of Grant and the 2022 Plan, you may exercise the option to purchase up to the number of shares of the Common Stock set forth in the Notice of Grant. Notwithstanding anything to the contrary in Sections 6 through 9 hereof, no part of the Option may be exercised after ten (10) years from the date of grant.

The process for exercising the Option (or any part thereof) is governed by this Agreement, the Notice of Grant, the 2022 Plan and your agreements with the Corporation's stock plan administrator. Exercises of stock options will be processed and shares of the Common Stock will be issued as soon as practicable. The option price may be paid (a) in cash, (b) by arrangement with the Corporation's stock plan administrator which is acceptable to the Corporation where payment of the option price is made pursuant to an irrevocable direction to the broker to deliver all or part of the proceeds from the sale of the shares of the Common Stock issuable under the option to the Corporation, (c) by delivery of any other lawful consideration approved in advance by the Committee of the Board of Directors established pursuant to the 2022 Plan (the "**Committee**") or its delegate, or (d) in any combination of the foregoing. Fractional shares may not be exercised. You will have the rights of a stockholder only after the shares of the Common Stock have been issued. For administrative or other reasons, the Corporation may from time to time suspend the ability of service providers to exercise options for limited periods of time.

Notwithstanding the above, the Corporation shall not be obligated to deliver any shares of the Common Stock during any period when the Corporation determines that the exercisability of the Option or the delivery of shares hereunder would violate any federal, state or other applicable laws.

Notwithstanding anything to the contrary in this Agreement or the applicable Notice of Grant, the Corporation may reduce the unvested portion of your Option if you change classification from a full-time to a part-time employee, or from a full-time employee to a Consultant or Outside Director.

IF AN EXPIRATION DATE DESCRIBED HEREIN FALLS ON A WEEKDAY, YOU MUST EXERCISE YOUR OPTIONS BEFORE 3:45 P.M. NEW YORK TIME ON THE EXPIRATION DATE.

IF AN EXPIRATION DATE DESCRIBED HEREIN FALLS ON A WEEKEND OR ANY OTHER DAY ON WHICH THE EXCHANGE IS NOT OPEN, YOU MUST EXERCISE YOUR OPTIONS BEFORE 3:45 P.M. NEW YORK TIME ON THE LAST EXCHANGE BUSINESS DAY PRIOR TO THE EXPIRATION DATE.

6. Suspension or Termination of Option for Misconduct. If at any time the Committee, including any Subcommittee or "Authorized Officer" (as defined in Section 8(a)(v) of the 2022 Plan) notifies the Corporation that they reasonably believe that you have committed an act of misconduct as described in Section 8(a)(v) of the 2022 Plan (embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or any Subsidiary, breach of fiduciary duty or deliberate disregard of Corporation rules resulting in loss, damage or injury to the Corporation or any Subsidiary, an unauthorized disclosure of any Corporation trade secret or confidential information, any conduct constituting unfair competition, inducing any customer to breach a contract with the Corporation or any Subsidiary or inducing any principal for whom the Corporation or any Subsidiary acts as agent to terminate such agency relationship), the vesting of your option and your right to exercise your option, to the extent it is vested, may be suspended pending a determination of whether an act of misconduct has been committed. If the Corporation determines that you have committed an act of misconduct, your option shall be cancelled and neither you nor any beneficiary shall be entitled to any claim with respect to your option whatsoever. Any determination by the Committee or an Authorized Officer with respect to the foregoing shall be final, conclusive, and binding on all interested parties.

7. Termination of Employment/Service. Except as expressly provided otherwise in this Agreement, if your employment by, or service with, the Corporation or any Subsidiary terminates for any reason, whether voluntarily or involuntarily, other than on account of death, Disablement (as defined in Section 9), or discharge for misconduct, you may exercise any portion of the option that had vested on or prior to the date of termination at any time prior to ninety (90) days after the date of such termination, but in no event later than the expiration date. The Option shall terminate on the 90th day to the extent that it is unexercised. The portion of the Option that is unvested as of the date of termination shall be cancelled on the date of such termination, regardless of whether such termination is voluntary or involuntary.

For purposes of this Section 7, your employment or service is not deemed terminated if, prior to sixty (60) days after the date of termination from the Corporation or a Subsidiary, you are rehired by the Corporation or a Subsidiary on a basis that would make you eligible for future Corporation stock option grants, nor would your transfer from Corporation to any Subsidiary or from any one Subsidiary to another, or from a Subsidiary to the Corporation be deemed a termination of employment or service. Further, your employment or service with any partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Corporation or a Subsidiary is a party shall be considered employment or service for purposes of this provision if either (a) the entity is designated by the Committee as a Subsidiary for purposes of this provision or (b) you are designated as an employee or other service provider of a Subsidiary for purposes of this provision.

8. Death. Except as expressly provided otherwise in this Agreement, if you die while employed by or providing services to the Corporation or any Subsidiary, the executor of your will or administrator of your estate may exercise the Option, to the extent not previously exercised, and whether or not vested on the date of death, at any time prior to 365 days from the date of death or until the expiration date of the Option, if earlier.

Except as expressly provided otherwise in this Agreement, if you die prior to ninety (90) days after terminating your employment or service with the Corporation and its Subsidiaries, the executor of your will or administrator of your estate may exercise the option, to the extent not previously exercised and to the extent the option had vested on or prior to the date of your termination, at any time prior to 365 days from the date of such termination or until the expiration date of the Option, if earlier.

The Option shall terminate on the applicable expiration date described in this Section 8, to the extent that it is unexercised.

9. Disablement. Except as expressly provided otherwise in this Agreement, following your termination due to Disablement, you may exercise the Option, to the extent not previously exercised, and whether or not the Option had vested on or prior to the date of termination, at any time prior to 365 days from the later of the date of your termination due to your Disablement or the date of determination of your Disablement as described in this Section 9, but in no event later than the expiration date of the Option; provided, however, that while the claim of Disablement is pending, options that were unvested at termination may not be exercised and options that were vested at termination may be exercised only during the period set forth in Section 7 hereof. The Option shall terminate on the 365th day from the date of determination of Disablement, to the extent that it is unexercised. For purposes of this Agreement, "**Disablement**" will mean a physical condition arising from an illness or injury, which renders you incapable of performing work in your regular occupation, as determined by the Corporation. Your regular occupation is the occupation you routinely perform at the time your Disablement began.

10. Income Taxes Withholding. Nonqualified stock options are taxable upon exercise. To the extent required by applicable federal, state or other law, you shall make arrangements satisfactory to the Corporation (or the Subsidiary that employs you, as applicable) for the satisfaction of any withholding tax obligations that arise by reason of an option exercise and, if applicable, any sale of shares of the Common Stock. The Corporation shall not be required to issue shares of the Common Stock or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied. Unless provided otherwise by the Committee, these obligations will be satisfied by having the Corporation withhold a portion of the shares of the Common Stock that otherwise would be issued to you upon exercise of the option.

11. Transferability of Option. The Option may not be transferred by you in any manner other than by will or by the laws of descent or distribution, or as set forth in Section 10(a) of the 2022 Plan. The Option may be exercised only by you or, upon your death, only by the executor of your will or administrator of your estate in accordance with Section 8 above. The terms of this Agreement shall be binding upon your executors, administrators, heirs, successors and assigns.

12. Disputes. Any question concerning the interpretation of this Agreement, your Notice of Grant, the Option or the 2022 Plan, any adjustments required to be made thereunder, and any controversy that may arise under this Agreement, your Notice of Grant, the Option or the 2022 Plan will be determined by the Committee (including any person(s) to whom the Committee has delegated its authority) in its sole and absolute discretion. Such decision by the Committee will be final and binding unless determined pursuant to Section 15 to have been arbitrary and capricious.

13. Amendments. The 2022 Plan and the Option may be amended or altered by the Committee or the Board of Directors to the extent provided in the 2022 Plan.

14. **Data Privacy**. ***You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document and any other Option grant materials ("Data") by and among, as applicable, the Corporation, the Employer and any other Subsidiary for the exclusive purpose of implementing, administering and managing your participation in the 2022 Plan.***

You hereby understand that the Corporation holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Corporation, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, administering and managing the 2022 Plan. You hereby understand that Data will be transferred to E*TRADE Financial Corporate Services, Inc. and E*TRADE Securities LLC ("E*Trade") and any other third parties assisting in the implementation, administration and management of the 2022 Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You hereby understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Corporation, E*Trade and any other possible recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purpose of implementing, administering and managing your participation in the 2022 Plan, including any requisite transfer of such Data as may be required to another broker or other third party with whom you may elect to deposit any shares of Common Stock acquired under your Option. You hereby understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the 2022 Plan. You hereby understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Corporation would not be able to grant you Options or other equity awards or administer or maintain such awards. Therefore, you hereby understand that refusing or withdrawing your consent may affect your ability to participate in the 2022 Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you hereby understand that you may contact the human resources representative responsible for your country at the local or regional level.

Finally, upon request of the Corporation or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Corporation and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the 2022 Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the 2022 Plan if you fail to provide any such consent or agreement requested by the Corporation and/or the Employer.

15. The 2022 Plan and Other Agreements; Other Matters.

(a) The provisions of this Agreement and the 2022 Plan are incorporated into the Notice of Grant by reference. You hereby acknowledge that a copy of the 2022 Plan has been made available to you.

This Agreement, the Notice of Grant and the 2022 Plan constitute the entire understanding between you and the Corporation regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

The grant of an option to a Participant in any one year, or at any time, does not obligate the Corporation or any Subsidiary to make a grant in any future year or in any given amount and should not create an expectation that the Corporation or any Subsidiary might make a grant in any future year or in any given amount.

(b) Options are not part of your employment or service contract (if any) with the Corporation or any Subsidiary, your salary or fees, your normal or expected compensation, or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity.

(c) In consideration of the grant of the Option, no claim or entitlement to compensation or damages will arise from termination of your Option or diminution in value of the Option or Common Stock acquired through vested and exercise of the Option resulting from termination of your active employment by, or service with, the Corporation or any Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and you hereby release the Corporation and its Subsidiaries from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then you will be deemed irrevocably to have waived your entitlement to pursue such claim.

(d) Nothing contained in this Agreement creates or implies an employment contract or term of employment upon which you may rely.

(e) To the extent that the Option refers to the Common Stock of the Corporation, and as required by the laws of your residence or employment, only authorized but unissued shares thereof shall be utilized for delivery upon exercise by the holder in accord with the terms hereof.

(f) Copies of the Corporation's Annual Report to Stockholders for its latest fiscal year and the Corporation's latest quarterly report are available, without charge, on the Corporation's website and at the Corporation's business office.

(g) Because this Agreement relates to terms and conditions under which you may purchase Common Stock of the Corporation, a Delaware corporation, an essential term of this Agreement is that it shall be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the Option granted hereunder shall be brought in the state or federal courts of competent jurisdiction in the State of California.

(h) The Option shall be subject to the terms of Section 13 of the 2022 Plan, including the amendment of this Agreement to the extent permitted by the 2022 Plan.

(i) The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding your participation in the 2022 Plan, or your acquisition or sale of the underlying shares of Common Stock. You understand and agree that you should consult with your own personal tax, legal and financial advisors regarding your participation in the 2022 Plan before taking any action related to the 2022 Plan.

(j) In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(k) You acknowledge that a waiver by the Corporation of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

16. Appendix. The Option and the shares of Common Stock acquired under the 2022 Plan shall be subject to any special terms and conditions for your country set forth in the Appendix to this Agreement. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent that the Corporation determines that application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

17. Imposition of Other Requirements. The Corporation reserves the right to impose other requirements on the Option and on any shares of Common Stock acquired upon vesting and exercise of the Option in accordance with Section 11(e) of the 2022 Plan, including the imposition of a lock-up period as described in Section 11(e)(ii) of the 2022 Plan in connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities.

* * * * *

By acknowledging this grant of an award or your acceptance of this Agreement in the manner specified by the administrator, you, Mobileye Global Inc. and the Employer agree that the Option identified in your Notice of Grant are governed by the terms of this Agreement, the Notice of Grant and the 2022 Plan. You further acknowledge that you have read and understood the terms of the Option set forth in this Agreement, the Notice of Grant and the 2022 Plan.

APPENDIX TO THE

MOBILEYE GLOBAL INC.
2022 EQUITY INCENTIVE PLAN

OPTION AGREEMENT

Capitalized terms used and not defined in this Appendix will have the meaning given to them in the Option Agreement (the "**Agreement**") and/or the Mobileye Global Inc. 2022 Equity Incentive Plan (the "**2022 Plan**"), as applicable.

Terms and Conditions

This Appendix, which is part of the Agreement, contains additional or different terms and conditions that govern the Option if you are residing and/or employed outside of the United States. The terms and conditions in **Part A** apply to all participants outside of the United States. The country-specific terms and conditions in **Part B** apply to participants located in any of the countries listed in Part B.

If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the Option is granted to you or are considered a resident of another country for local law purposes, the Corporation will determine to what extent the terms and conditions herein will apply to you.

Notifications

This Appendix also includes information regarding securities laws and certain other issues of which you should be aware with respect to your participation in the 2022 Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of May 2022. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the 2022 Plan because the information may be out of date at the time you exercise the Option, upon the subsequent sale of the shares of Common Stock or upon the receipt of any dividends.

In addition, the information is general in nature and may not apply to your particular situation, and the Corporation is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

A. **NON-U.S. PROVISIONS**

1. Nature of Grant. The following provision supplements Section 15 of the Option Agreement. In accepting the Option, you acknowledge, understand and agree that:

(a) the 2022 Plan is established voluntarily by the Corporation, is discretionary in nature and may be modified, amended, suspended or terminated by the Corporation at any time, to the extent permitted by the 2022 Plan;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;

(c) all decisions with respect to future stock options or other grants, if any, will be at the sole discretion of the Corporation;

(d) the grant of the Option and your participation in the 2022 Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Corporation, the Employer, or any parent or Subsidiary and shall not interfere with the ability of the Corporation, the Employer, or any parent or Subsidiary to terminate your employment;

(e) you are voluntarily participating in the 2022 Plan;

(f) the Option and the shares of Common Stock subject to the Option are not intended to replace any pension rights or compensation;

(g) the Option and the shares of Common Stock subject to the Option, and the income from and value of the same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

(h) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(i) If the underlying shares of Common Stock do not increase in value, the Option will have no value;

(j) If you exercise the Option and acquire shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the Exercise Price;

(k) notwithstanding any terms or conditions of the 2022 Plan to the contrary, unless otherwise provided in the Agreement, for purposes of the Option, your employment will be considered terminated as of the date you are no longer actively providing services to the Corporation or any Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are providing service or the terms of your service agreement, if any) and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are providing service or the terms of your service agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the Option grant (including whether you may still be considered to be providing services while on a leave of absence); and

(l) neither the Corporation nor the Employer nor any parent or Subsidiary will be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the Option or the subsequent sale of any shares of Common Stock subject to the Option acquired under the 2022 Plan.

2. Language. You acknowledge that you are proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document related to the Option translated into a language other than English and if the meaning of the translated version differs from the English version, the English version shall control.

3. Electronic Delivery and Participation. The Corporation may, in its sole discretion, decide to deliver any documents related to the Option granted under the 2022 Plan or future stock options that may be granted under the 2022 Plan by electronic means or request your consent to participate in the 2022 Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the 2022 Plan through any on-line or electronic system established and maintained by the Corporation or a third party designated by the Corporation.

4. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that you may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions, including the United States, your country and the broker's country, which may affect your ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (*e.g.*, the Option) or rights links to the value of shares of Common Stock under the 2022 Plan during such times as you considered to have "inside information" regarding the Corporation (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Corporation insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions and that you should speak to your personal advisor on this matter.

5. Exchange Control, Foreign Asset/Account and/or Tax Reporting Requirements. You acknowledge that there may be certain exchange control, foreign asset/account and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock or cash received from participating in the 2022 Plan (including the proceeds from the sale of shares of Common Stock and the receipt of any dividends) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or related transactions to the tax or other authorities in your country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the 2022 Plan to your country within a certain time after receipt. You acknowledge that it is your responsibility to comply with such regulations and that you should speak to your personal advisor on this matter.

B. **COUNTRY-SPECIFIC PROVISIONS**

ISRAEL

Terms and Conditions

Capital Gains Track Requirements. By accepting the Option, you acknowledge and agree that the award is subject to the 2022 Plan, the Israel Sub-Plan and Sections 102(b)(2) and (3) of the Income Tax Ordinance (New Version) – 1961, the Rules, and the Trust Agreement (as defined in the Israel Sub-Plan), a copy of which has been made available to you. You confirm that (a) you are familiar with the terms and provisions of Section 102 of the ITO, particularly the Capital Gains Track described in subsection (b)(2) and (3) thereof, and agree not to require the Trustee to release the award or to sell or transfer the award to you or any third party unless permitted to do so by applicable law (b) the terms and restrictions set forth in the Israel Sub-Plan will apply to the award in all respects, including without limitation with respect to mandatory tax withholding requirements, and the rights and authorities of the Company, its Subsidiaries and the Trustee with respect thereto, and (c) the Company, its Subsidiaries, assignees and successors shall be under no duty to ensure, and no representation or commitment is made, that an award qualifies or shall qualify under any particular tax treatment.

You further acknowledge and agree that the Option and any Shares issued upon exercise thereof shall be deposited with the Trustee, or shall be subject to a supervisory trustee arrangement approved by the ITA for the Trustee, in order to comply with the requirements of the capital gains track under Sections 102(b)(2) and (3) of the ITO.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation to the 2022 Plan, the Option or Shares issued thereunder.

Data Privacy. The following provision supplements Section 14 of the 2022 Plan:

You hereby authorize the Corporation, the Trustee and their representatives to collect, use and transfer all relevant information regarding your participation in the 2022 Plan to all Company personnel and agents and or third parties involved in the administration of the 2022 Plan and/or in the event of a corporate financing, merger, acquisitions and/or business transfers, including transfers outside of Israel and further transfers thereafter.

EMPLOYMENT AGREEMENT

This Employment Agreement, dated as of July 24, 2014, is between Mobileye Vision Technologies Ltd., a private limited liability company incorporated under the laws of the State of Israel, whose address is 13 Hartom Street, Jerusalem, Israel (the "**Company**"), and Amnon Shashua, with the ID number and address set forth on the signature page hereto ("**Executive**").

1. Position And Responsibilities

1.1 Position. Executive's employment with the Company started on September 1, 2000 and all his rights with respect to seniority shall be based on such date. Executive shall continue to be employed by the Company to render services to the Company in the position of Chief Technology Officer of the Company and in respect of his duties as such, shall report to the Board of Directors of the Company (the "**Board**"), and will also hold the position of Chief Technology Officer, executive director (*uitvoerende bestuurder*) and Chairman of Mobileye N.V., the Company's parent company (the "**Parent**"), reporting in such capacity to the entire Board of Directors of the Parent (the "**Parent's Reportee**"), including the non-executive directors (*niet-uitvoerende bestuurders*) of the Parent's Reportee in their supervisory capacity. Executive shall perform such duties as are customary in the foregoing positions, or as directed by the Board and the Parent's Reportee, respectively, without any additional compensation for the performance of his duties as Chief Technology Officer, director and Chairman of the Parent. Executive shall abide by the Company's and the Parent's rules and practices, as adopted or modified from time to time in the Board's and the Parent's Reportee's sole discretion.

It is agreed that Executive's position is a management one and/or one that requires a special degree of personal trust, as defined in the Working Hours and Rest Law, 1951. Therefore, Executive shall not be granted any other compensation or payment other than as expressly specified under this Agreement. Executive undertakes not to claim that the Working Hours and Rest Law applies to his employment with the Company. Executive acknowledges the legitimacy of the Company's requirement to work "overtime" or during "weekly rest-hours" without being entitled to "overtime compensation" or "weekly rest-hour compensation" (as these terms are defined in the Working Hours and Rest Law), and Executive undertakes to comply with such requirements of the Company, to the extent reasonably possible. Executive acknowledges that the compensation to which Executive is entitled pursuant to this Agreement constitutes adequate compensation for his work during "overtime" or "weekly rest-hours".

This Agreement is considered as a personal employment agreement. Nothing herein shall derogate from any right Executive may have, if at all, in accordance with any law, expansion order, collective bargaining agreement, employment agreement or any other agreement with respect to the terms of Executive's employment, if relevant. Any previously signed employment agreement will be terminated upon signing this Agreement.

1.2 Other Activities. Subject to the exception contained in the next sentence, Executive shall devote his full business time, attention and skill to perform any assigned duties, services and responsibilities while employed by the Company, for the furtherance of the Company's and the Parent's business, in a diligent, loyal and conscientious manner. Executive may devote time and attention, not to exceed 50 hours per month, to teaching and graduate student supervision, at the Hebrew University and at to other business activities unrelated to the Company and the Parent, provided however, that such business activities shall not involve any business that competes directly or indirectly with the business of the Company or any of its

affiliates or the Parent. Except in compliance with the prior sentence or upon the prior written consent of the Parent, Executive will not, during the term of this Agreement, (i) accept any other employment, or (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that might interfere with Executive's duties and responsibilities hereunder, or create a conflict of interest with the Company or the Parent.

1.3 No Conflict. Executive represents and warrants that Executive's execution of this Agreement, Executive's continuing employment with the Company, and the performance of Executive's duties under this Agreement does not and will not violate any obligations Executive may have to any other employer, person or entity, including any obligations with respect to proprietary or confidential information of any other person or entity.

2. Compensation And Benefits

2.1 Base Salary. In consideration of the services to be rendered under this Agreement, the Company shall pay Executive a monthly salary of 40,000 New Israeli Shekels ("**NIS**") ("**Base Salary**"). The Base Salary shall be paid in accordance with the Company's regularly established payroll practice. Executive's Base Salary and all other payments and entitlements under this Agreement or any applicable law shall be reduced by withholdings required by law. Executive's Base Salary will be reviewed from time to time in accordance with the established procedures of the Company for adjusting salaries for senior executives and may be increased but not decreased in the sole discretion of the Board of Directors of the Parent. References herein to Base Salary shall mean the Base Salary as in effect from time-to-time.

2.2 Stock Options. The Company may recommend to the Board (or the board of directors of the Parent) that Executive be provided with options to purchase ordinary shares of the Parent from time to time, which option grants shall be subject to approval by the Board of Directors of the Parent or any committee thereof in accordance with the Parent's then current practices. The Company agrees that upon termination of Executive's employment or services as director of the Parent by the Company or by the Parent for any reason other than for Cause (as defined below), all unvested options granted to Executive shall immediately vest and be exercisable in accordance with their terms, and any option agreement with respect to options that may be granted to Executive shall provide for such accelerated vesting.

2.3 Benefits. Executive shall be eligible to participate in the benefits made generally available by the Company to similarly situated employees, in accordance with the benefit plans established by the Company, and as may be amended from time to time in the Company's sole discretion, provided however, that such benefits shall not be less than the current benefits of Executive. The Company shall provide Executive with an automobile for his benefit and use and pay all operating costs related thereto. It is agreed that any tax payment in connection with the provision of the automobile or the cellular phone or food allowance benefit shall be grossed up by the Company.

2.4 Pension Arrangements. The Company shall insure the following payments to Executive under an accepted 'manager's insurance scheme' (the "**Managers Insurance Policy**") or pension fund (the "**Pension Fund**"), as shall be elected by Executive, as follows:

- Manager Insurance Policy: (i) Severance - an amount equal to 8⅓% of the Base Salary; (ii) Pension - an amount equal to 5% of the Base Salary. In addition the Company will deduct a sum equal to 5% of the Base Salary as Executive's contribution; (iii) Disability - subject to the Company's insurer's consent to

underwrite such policy for Executive, the Company will contribute an amount of up to 2½% of the Base Salary towards disability insurance, under normal and acceptable conditions, which would insure 75% of the Base Salary.

- Pension Fund: Severance - an amount equal to 8⅓% of the Base Salary; Pension - an amount equal to 5% of Executive's Base Salary. In addition the Company will deduct a sum equal to 5% of Executive's Base Salary as Executive's contribution.

Executive hereby instructs the Company to transfer to the Managers Insurance Policy and/or the Pension Fund the amounts that constitutes Executive's part from Executive's Base Salary.

In the event Executive chooses to combine plans, the above percentage will apply to such portion of the Base Salary which Executive has allocated towards Manager's Insurance Policy and Pension Fund.

2.5 'Keren Hishtalmut' Fund. The Company and Executive shall maintain a 'Keren Hishtalmut' Fund (the "**Keren Hishtalmut Fund**"). The Company shall contribute to such Keren Hishtalmut Fund an amount equal to $7^1/_2$% of 80% of the Base Salary, and Executive shall contribute to the Keren Hishtalmut Fund an amount equal to $2^1/_2$% of 80% of the Base Salary. Executive hereby instructs the Company to transfer to such Keren Hishtalmut Fund the amount of Executive's contribution from each Base Salary.

In the event of payments to the Keren Hishtalmut Fund that exceed the amounts equal to the aforesaid percentages of the Effective Salary as defined in Section 3(e) of the Income Tax Ordinance, such additional amount shall be recognized as ordinary income for Tax purposes on the date of contribution to such Keren Hishtalmut Fund.

2.6 Vacation. Subject to the provisions of the Annual Vacation Law, 1951 (the "**Vacation Law**"), Executive shall be entitled to 24 working days as vacation days (the "**Vacation Days**") in each calendar year. Executive shall be entitled to carry forward the unused Vacation Days and redeem a number of Vacation Days all in accordance with the terms set out in the Vacation Law and Company policy.

2.7 Severance Pay. In addition to any payment that Executive may be entitled to under this Agreement and/or any applicable law, Executive shall be entitled to Severance Pay in accordance with the Severance Pay Law.

2.8 Sick Leave. Executive shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.

2.9 Expenses. The Company shall reimburse Executive for reasonable travel and other business expenses incurred by Executive in the performance of Executive's duties hereunder in accordance with the Company's expense reimbursement guidelines, as they may be amended in the Company's or the Parent's sole discretion.

3. Term of Employment. The employment of Executive shall be for at least 60 months following the date of this Agreement.

It is agreed by the parties that in any event of termination of employment by the Company, for any reason other than for "Cause" (as defined below), or in any event of termination of employment by Executive in circumstances that entitle Executive to receive severance pay and all benefits as if he were terminated by

the Company ("**Deemed Dismissal**"), whether during the 60 month period or thereafter, then Executive shall be entitled to receive from the Company, in addition to any severance payments, his Base Salary and all other benefits and entitlements under this Agreement and any other agreement (written, oral or implied) (together the "**Monthly Compensation Package**") for a period of two months following such date of termination.

Notwithstanding anything stated above, it is agreed by the parties that in any event of termination (either by the Company or by Executive in circumstances of Deemed Dismissal) as a result of Change of Control (as defined below), Executive shall be entitled to receive the greater of: (a) Monthly Compensation Package for a period of 12 months following such date of termination; or (b) Monthly Compensation Package for the remaining period from the date of termination until the expiration of the initial term of this Agreement (60 months).

For the purposes of this Agreement, "**Change of Control**" shall mean the sale of all or substantially all the assets of the Company or the Parent; any merger, consolidation or acquisition of the Company or the Parent with, by or into another corporation, entity or person; or any change in the ownership of more than 50% of the voting capital stock of the Company or the Parent in one or more related transactions, in each case excluding any such transaction entered into primarily for the purpose of an internal reorganization and which does not result in any material change in the ultimate beneficial ownership of the Company or the Parent.

In addition, the Company agrees that upon termination of Executive's employment by the Company for any reason other than for Cause or in any event of Deemed Dismissal, all unvested options granted to Executive (whether before or after the date hereof) shall immediately vest and be exercisable in accordance with their terms, and any option agreement with respect to options that may be granted to Executive shall provide for such accelerated vesting.

The Company may terminate Executive's employment with the Company at any time for Cause. For purposes of this Agreement, "Cause" shall mean (i) Executive's material failure to carry out or comply with any lawful and reasonable directive of the Board or the Board of Directors of the Parent consistent with the terms of this Agreement, or willful failure to substantially perform his duties and responsibilities under this Agreement that, in either case, is not promptly remedied within 30 days after the Board or the Board of Directors of the Parent gives written notice specifying such refusal or failure in reasonable detail; (ii) Executive performs any act that entitles the Company legally to dismiss him under Israeli law without paying him any severance pay in connection with such dismissal; and (iii) Executive's conviction for a felony, which conviction is not subject to any further right of appeal.

4. Termination Obligations

4.1 Transfer of Duties. In any event of termination, Executive may be required by the Company to provide services to the Company (including the transfer of his duties) for a period which will not be longer than 60 days following the date of notice of termination.

4.2 Return of Property. Executive agrees that all property (including without limitation all equipment, tangible proprietary information, documents, records, notes, contracts and computer-generated materials) furnished to or created or prepared by Executive incident to Executive's employment belongs to the Company and shall be promptly returned to the Company upon termination of Executive's employment.

4.3 Resignation and Compensation. Following any termination of employment, Executive shall cooperate with the Company in the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees. Executive shall also cooperate with the Company in the defense of any action brought by any third party against the Company that relates to Executive's employment by the Company.

5. Inventions and Proprietary Information; Prohibition On Third Party Information

5.1 Proprietary Information Agreements. Executive confirms he has executed and delivered each of the agreements listed on Schedule A hereto and each such agreement remains in full force and effect.

5.2 Executive agrees that it may be difficult to measure damage to the Company from any breach of Executive of the promises set forth in this Section 5 or in the agreements identified on Schedule A ("Proprietary Information Agreements"), and that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Executive agrees that if he breaches any provision of this Section 5 or of the Proprietary Information Agreements, the Company will be entitled, in addition to all other remedies it may have, to an injunction or other appropriate orders to restrain any such breach by Executive without showing or proving any actual damage sustained by the Company.

5.3 Non-Disclosure of Third Party Information. Executive represents and warrants and covenants that Executive shall not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others at any time, including but not limited to any proprietary information or trade secrets of any former employer, if any; and Executive acknowledges and agrees that any violation of this provision shall be grounds for Executive's termination and could subject Executive to potentially substantial civil liabilities and criminal penalties. Executive further specifically and expressly acknowledges that no officer or other employee or representative of the Company has requested or instructed Executive to disclose or use any such third party proprietary information or trade secrets.

6. Email policy. Unless otherwise is provided under this Agreement, Executive will use the Company's equipment for the purpose of Executive's employment only. Thus, Executive shall not have any right to use the email box for private purposes and shall not be entitled to store any private material on Executive's personal computer/laptop for personal purposes. Executive shall be entitled to use Internet-related email services (such as Gmail, YahooMail, etc.) and cloud storage services. Executive acknowledges and agrees as follows: (i) the Company shall have the right to allow other employees and other third parties to use Executive's personal computer/laptop; (ii) the Company shall have the right to conduct inspections on any and all of the Company's computers, including inspections of electronic mail transmissions, internet usage and inspections of their content. For the avoidance of any doubt, it is hereby clarified that all examination's finding shall be the Company's sole property; (iii) in light of Executive's undertaking that the sole use of Executive's personal computer/laptop and email shall be for business purposes, Executive has no right for privacy in any and all computer and email material; (iv) at any and all times, Executive will transfer to the Company Executive's log-on passwords to Executive's personal computer/laptop and to the Company's email account.

7. Limited Agreement Not To Compete

Executive undertakes that during the term of employment with the Company and for a period of 18 months thereafter: (i) Executive shall not engage, establish, open or in any manner whatsoever become

involved, anywhere in the world, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which is reasonably likely to involve or require the use of any of the Company's Major Assets, as defined below. Executive confirms that engagement, establishment, opening or involvement, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company as conducted during the term of employment or contemplated, during such term, to be conducted, is likely to require the use of all or a portion of the Company's Major Assets; provided, however, that Executive may own equity securities of a public company in an amount not to exceed 2% of the issued and outstanding equity securities of such company; (ii) Executive shall not, directly or indirectly, solicit, hire or retain as an employee, consultant or otherwise, any employee of the Company or induce or attempt to induce any such employee to terminate or reduce the scope of his employment with the Company; and (iii) Executive shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any consultant, service provider, agent, distributor, customer or supplier of the Company to terminate, reduce or modify the scope of such person's engagement with the Company.

Executive acknowledges that in light of Executive's position with the Company and in view of Executive's exposure to, and involvement in, the Company's sensitive and valuable proprietary information, property (including, intellectual property) and technologies, as well as its goodwill and business plans (the "**Company's Major Assets**"), the provisions of this Section above are reasonable and necessary to legitimately protect the Company's Major Assets, and are being undertaken by Executive as a condition to the employment of Executive by the Company. Executive confirms that Executive has carefully reviewed the provisions of this Section, fully understands the consequences thereof and has assessed the respective advantages and disadvantages to Executive of entering into this undertaking.

For purposes of this Agreement the Company is currently engaged in the business of designing and developing software and related technologies for camera-based Advanced Driver Assistance Systems.

8. Amendments; Waivers; Remedies. This Agreement may not be amended or waived except by a writing signed by Executive and by a duly authorized representative of the Company which is approved by the Board of Directors of the Parent. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

9. Director & Officer Insurance; Indemnification Agreement. The Company shall purchase and maintain, or cause the Parent to purchase and maintain, a customary director and officer insurance policy covering Executive for the term of his tenure and thereafter until the expiration of the statute of limitation with respect to any possible claim against him, and enter into a customary agreement with Executive providing for the indemnification of Executive for potential personal liability for actions taken in his capacity as an officer or director of the Company, the Parent, their respective subsidiaries or any other entity on behalf of any of them.

10. Assignment; Binding Effect

10.1 Assignment. The performance of Executive is personal hereunder, and Executive agrees that Executive shall have no right to assign and shall not assign or purport to assign any rights or obligations

under this Agreement. This Agreement may not be assigned or transferred by the Company; except in connection with the consolidation, merger or sale of the Company or a sale of any or all or substantially all of its assets.

10.2 Binding Effect. Subject to the foregoing restriction on assignment by Executive, this Agreement shall inure to the benefit of and be binding upon each of the parties; the affiliates, officers, directors, agents, successors and assigns of the Company; and the heirs, devisees, spouses, legal representatives and successors of Executive.

11. Notices. Any notice under this Agreement must be in writing and addressed to the Company at its headquarters at Har Hotzvim, 13 Hartom Street, P.O. Box 45157, Jerusalem 97775, Israel, Attention: CEO, or to Executive at the address set forth on the signature page hereto. Notices under this Agreement shall be effective upon (a) hand delivery, when personally delivered; (b) written verification of receipt, when delivered by overnight courier or certified or registered mail; or (c) acknowledgment of receipt of electronic transmission, when delivered via electronic mail or facsimile. Executive shall be obligated to notify the Company in writing of any change in Executive's address. Notice of change of address shall be effective only when done in accordance with this paragraph.

12. Severability. If any provision of this Agreement shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court or arbitrator of competent jurisdiction to exceed the maximum time period or scope that such court or arbitrator deems enforceable, then such court or arbitrator shall reduce the time period or scope to the maximum time period or scope permitted by law.

13. Governing Law. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Israel applicable to contracts made and performed therein.

14. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular.

15. Obligations Survive Termination Of Employment. Executive agrees that any and all of Executive's obligations under this Agreement, including but not limited to Sections 5 and 7 and Schedule A, shall survive the termination of employment and the termination of this Agreement.

16. Authority. Each party represents and warrants that such party has the right, power and authority to enter into and execute this Agreement and to perform and discharge all of the obligations hereunder; and that this Agreement constitutes the valid and legally binding agreement and obligation of such party and is enforceable in accordance with its terms.

17. Entire Agreement. This Agreement (including the agreements referenced in Schedule A attached hereto, which are incorporated herein by reference) is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether

written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Executive acknowledges and represents that Executive has had the opportunity to consult legal counsel concerning this Agreement, that Executive has read and understands this Agreement, that Executive is fully aware of its legal effect, and that Executive has entered into it freely based on Executive's own judgment and not on any representations or promises other than those contained in this Agreement.

In Witness Whereof, the parties have duly executed this Agreement as of the date first written above.

MOBILEYE VISION TECHNOLOGIES LTD.

By: Ziv Aviram

Title: Executive Board Member

Signature: _____

By: Pini Segal

Title: VP Finance & Human Resources

Signature: _____

By: Amnon Shashua

ID _____

Address: _____

Signature: _____

Exhibit 10.13

Corporate Headquarters
Intel Corporation
2200 Mission College Blvd
Santa Clara, CA, 95054-1549

June 1, 2022

Dear Amnon,

I am very excited about the opportunity that lies ahead for Mobileye and Intel. As we discussed, upon completion of Mobileye's IPO, you will become the CEO of the new public company (Mobileye), reporting to me. Below outlines the parameters of how I am thinking about your going forward compensation.

Typical compensation for a public company CEO includes both cash and annual equity grants, where annual equity grants represent a substantial portion of the arrangement. Our intention is to follow a similar model for your compensation. Based on our review of the external benchmarks of comparable companies, we determined that $15,000,000 in target total compensation is a very strong compensation arrangement for you and consistent with other CEOs for comparable companies.

In addition to the annual target compensation, we think it is important to give you the opportunity to reinvest in Mobileye. If you invest in Mobileye with your own capital up to $10,000,000, we are prepared to match it 3:1 through a Mobileye equity grant that will vest 50% in year four and 50% in year five.

Below is a summary of the components of your compensation that we've discussed with you:

§ **Target Total Compensation**: $15,000,000

– Annual base salary: $800,000
– Annual equity grant: $14,200,000

§ **Matching equity grant:** 3:1 matching on your Mobileye investment up to $10,000,000

– The specific terms of the buy-in will need to be established

We will continue to prepare the specific terms of your compensation in the coming weeks, but this letter outlines the key components of your going forward compensation, which is subject to the completion of the IPO. Our expectation is that any governance-related items would comply with typical market practice and that future compensation actions will be determined by the Mobileye Board or its designated compensation committee.

Please reach out to Christy or me with any questions or concerns here.

Sincerely,

/s/ Pat Gelsinger
Pat Gelsinger
Chief Executive Officer

Accepted and Agreed

/s/ Amnon Shashua
Amnon Shashua

DATE: June 3, 2022

MOBILEYE NV.
EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of 01/09/2015 (the "**Effective Date**"), by and between **Mobileye NV.**, an foreign Dutch company registered also in the Israeli corporate register with its principal offices at 13 Hartum st., Jerusalem, Israel (the "**Company**"), and Anat Heller [redacted] an individual whose address at [redacted] (the "**Employee**").

WITNESSETH:

WHEREAS, the Company desires to employ the Employee as its Controller, and the Employee desires to be employed by the Company in that position on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. EXCLUSIVITY OF THE CONTRACT

1.1. This contract is a personal employment contract and therefore, save as expressly otherwise provided herein:

1.1.1. For the purposes of this Agreement and with respect to the employment of the Employee by the Company, no terms or provisions of any current or future (a) general collective labor agreements and/or arrangements, (b) special collective labor agreements, (c) existing or future Extension Orders; (d) any industry custom or practice (e) any other agreements between the Company and its employees, shall apply to this Agreement or to the employment relationship between the Company and the Employee.

1.1.2. The Employee shall not be entitled to any payment, right or benefit which is not expressly mentioned in this contract, including, but without prejudice to the generality of the foregoing, any payments, rights, retirement conditions or other benefits whatsoever, to which the employees of the Company or of any company under its control are now or in future entitled, which are not mentioned in this contract.

1.1.3. Any results of negotiations conducted between the Employee's Committee or the Employee's Representative and the Company shall not apply to the Employee and shall not amend, add or detract from the terms and conditions contained herein.

1.2. The Employee hereby represents in favor of the Company that no provision of any law, regulation, agreement or other document prohibits him from entering this Agreement. Neither the execution nor delivery of this Agreement nor the performance by the Employee of his duties and other obligations hereunder violate or will violate

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any prior employment agreement, contract, or other instrument to which the Employee is a party or by which he is bound.

1.3. The Employee undertakes to keep the contents of this Agreement confidential and not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the Company.

2. THE EMPLOYEE'S DUTIES AND OBLIGATIONS

2.1. The Employee shall from 01/09/2015 (hereinafter "Date of Commencement of Employment") serve as Controller and shall report to Ofer M. The Employee shall observe and comply with all resolutions, regulations and directions from time to time made or given by the Company.

2.2. The six month period commencing from the Date of Commencement of Employment shall be considered to be a trial period ("Trial Period").

2.3. The Employee shall use his best endeavors to promote the interests of the Company. The Employee shall devote all of his business and professional time, attention, energy, skill, learning and best efforts to the affairs of the Company and shall perform his duties provided for hereunder at such locations as is directed by the Company. The Employee shall use his best endeavors to protect the good name of the Company and shall not perform any act that shall bring the Company into disrepute.

2.4. In the event that the Employee shall discover that he has or might have at some point in the future any direct or indirect personal interest in any of the Company's business or a conflict of interest with the duties required of him by virtue of his employment with the Company, immediately upon such discovery the Employee shall so inform the board of directors of the Company in writing.

2.5. The Employee shall not during the term of this Agreement engage directly or indirectly in rendering services of a business, professional or commercial nature to any other person, firm, or corporation, whether or not such services are rendered for gain, profit or other pecuniary advantage.

2.6. The Employee shall not directly or indirectly accept any commission, rebate, discount, or gratuity in cash or in kind, from any person who has or is likely to have a business relationship with the Company.

3. SCOPE OF EMPLOYMENT & OVERTIME PAYMENT

3.1. The Employee shall carry out his duty according to the accustomed hours of the Company for Employees serving in his role or in that scale and as determined by the Employee's supervisor as defined in section 2.1. It is clarified that all salaries payments as well employee benefits and the supplementary payments in this agreement will be compensated proportionally to the percentage of employment status as shall be

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determined from time to time (hereinafter: **"The Part-Time Percentage"**). Unless agreed upon differently, the Percentage shall be 100%.

3.2. In addition to section 3.1 aforementioned, the Employee will be required, from time to time and in accordance with the Company needs, to work overtime and on days of rest (hereinafter: "**overtime**").The overtime norm must not, at any circumstances, exceed 40 hours per month.

3.3. The Employee shall be entitled to compensation for overtime worked by him in the total sum of __5806___NIS (hereinafter: "**overtime payment**"). The overtime payment shall be calculated as follows: the salary as was set on section 4.1 divided by 186 hours (each month) multiplied by the overtime norm as was set on section 3.2 aforementioned and multiplied by 1.333 (the average between 125% overtime compensation to 150% overtime compensation).

3.4. It is hereby clarified and agreed upon that the Employee will not be entitled to work overtime exceeding the norm specified in section 3.2 above, without written permission given by his supervisor – as defined in section 2.1- in advance. Should a written permission be given, the Employee will be entitled to additional overtime payment regarding the overtime hours exceeding the norm specified in section 3.2 above, in accordance with reported hours and as was permitted by his supervisor.

4. SALARY

4.1. In consideration for the performance of all his duties on behalf of the Company according to this contract, the Employee shall be entitled to a monthly global salary (the "**Salary**") of __20300_____ New Israeli Shekels ("**NIS**"), and also to supplementary payments (i.e. overtime payment), to social benefits and to senior employees insurance, as specified in section 5 below (hereinafter: **"The Benefits"**).

4.2. It is understood and agreed upon the parties that the Salary, the supplementary payments and The Benefits are in gross values and shall be subject to tax deduction at source, as required by any relevant law.

4.3. It is understood and agreed upon the parties that the Salary, the supplementary payments and the Benefits shall be deemed as the full and total consideration that the Employee is entitled to, either according to this contract or according to any law applicable, due to the fulfillment of his obligations according to this contract, including overtime work and work at rest days.

4.4. The Employee shall devote his full working hours, attention, diligence and energy to his employment under this Agreement.

4.5. The Salary and the Benefits for each preceding month shall be paid in the next month not later than the 9th day of the month. The Company shall make the appropriate payments on behalf of the Employee, out of the money that was deducted from the

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Salary, the supplementary payments or from the Benefits, to the income tax authorities, the Institute of National Insurance and any other relevant authority.

5. BENEFITS

5.1. Keren Hishtalmut Fund.

5.1.1. At the end of each month during the employment of the Employee hereunder (or such other day as is consistent with the Company's general practices), the Company shall pay an amount equal to $7^{1/2}$% of the Employee's "**Insurant Salary**" for the preceding month, but in no event an amount which exceeds the amount deductible by the Company for tax purposes, to a Keren Hishtalmut Fund as recognized by the Income Tax Authorities designated by the Company, or if agreed to by the Company, designated by the Employee (the "**Fund**"), and shall deduct from the Salary of the Employee an amount equal to up to $2^{1/2}$% of the **Insurant Salary** for the preceding month and pay the same on behalf of the Employee, to the Fund.

5.1.2. It is hereby clarified that for the purposes of section 5.1 only, the expression "Insurant Salary" shall be interpreted as the outcome of the following sum: 80% multiplying [Salary plus Overtime payment plus Convalescence pay plus Travel expenses plus High tech Bonus].

5.2. Convalescence Pay. The Employee shall be entitled to convalescence pay equal to 255 NIS per month.

5.3. Transportation Expenses. The Employee shall be entitled to reimbursement of transportation expenses that shall not exceed __495___ NIS.

5.4. Special High-Tech Bonus. The Employee shall be entitled to a monthly global special high-tech bonus equal to __**2144**____NIS (hereinafter: The **"High-Tech Bonus"**). The High-Tech Bonus shall be paid to the employee together with the salary.

5.5. Severance Pay and Managers Insurance.

5.5.1. At the end of each month during the employment of Employee hereunder (or such other day as is consistent with the Company's general practices), the Company shall pay the following sums:

5.5.1.1. A sum, equal to 5% of the sum of the Insurant Salary for the preceding month to a Managers Insurance (Bituach Minahalim) policy (the "**Policy**") through an agency to be selected by the Company, or if agreed to by the Company, selected by the Employee toward a pension fund. In addition, at the beginning of each month the Company shall deduct from the Salary of the

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Employee an amount equal to 5% of the Insurant Salary for the preceding month, and shall pay such amount on behalf of the Employee to such Policy.

5.5.1.2. A sum, equal to eight percent and one third of a percent (8.33%) of the Insurant Salary to a Severance fund, chosen by the Company (Hereinafter: "**The Severance Policy**"). The sum mentioned in this section shall be deemed as substitution for severance pay, according to Article 15 of the Severance Pay Act, 5723-1963.

5.5.1.3. It is hereby clarified that for the purposes of section 5.5 only, the expression "Insurant Salary" shall be interpreted as the outcome of the following sum: [Salary plus Overtime payment plus High tech Bonus].

5.5.2. Payments by the Company towards the Policy under this section 5.5 shall be on account of and not in addition to any statutory obligation to pay severance pay.

5.5.3. The Employee hereby declares that the payments under this section 5.5 are done on his authority and consent.

5.6. Transfer of Policy and Fund. All sums accumulated as premiums in respect of the Policy, with the exception of sums accumulated in lieu of severance pay, and the Fund (whether paid by the Company or by the Employee), shall entirely belong to the Employee, and the Company shall take all such actions as are necessary to effect the same. The Company undertakes that upon the termination by the Company, or the Employee, of the Employee's employment with the Company, it shall take all such actions and complete all such forms as are necessary to fully, automatically and unconditionally release the Policy and the Keren Hishtalmut Fund to the Employee or as the Employee shall direct. Notwithstanding the aforesaid in this sub-section, in the event of termination of the agreement by the Company for just cause, the Company may release or withhold the severance Policy at its sole and absolute discretion.

5.7. Vacation days. The employee will be entitled to 24 business days vacation in each calendar year. It is hereby understood that it is in the interests of each of the parties that the Employee takes advantage of the vacation days granted to him for purposes of rest and relaxation and that the Company may, in its sole discretion, require the Employee to take advantage of any days vacation as may become owing to him. Notwithstanding anything to the contrary stated herein, vacation days may be carried forward from one calendar year to the next to the extent permitted by law, provided that the Employee shall not be entitled to accumulate more than 25 days vacation entitlement at any one time. The Company may, in its sole discretion, allow the redemption (for payment) of cumulated vacation days, but it hereby agreed that the Company is under no obligation to do so. Vacation days will be coordinated with the management and are contingent upon the Company's approval. For purposes of this Section 5.7 a "Business Day" shall mean any Sunday through Friday during which the Company is open for business.

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The Employee hereby acknowledges and agrees that the Company will be entitled to determine, in its discretion, mandatory vacations, during Sukkot and/or Passover holidays, or otherwise. If, at any time, the mandatory vacation days exceed the remaining vacation days accrued for the benefit of Employee, the Employee agrees and hereby requests in advance from the Company to allow him/her to accumulate negative vacation days up to a cap allowed by the Company and the rest of such excess days shall be regarded as leave without pay ("LWOP"). Company shall have the sole discretion to decide if and to what extent to accept such request on a 'case by case' basis. If the Company does not agree to accumulate negative vacation days for any reason, or – if the Company does allow such accumulation but ultimately it becomes unfeasible for any reason, whether by law or otherwise, the Employee agrees and hereby requests in advance that such excess leave days will be regarded as LWOP. In addition, and in any other event that Employee accumulated vacation days in excess of the total vacation days available for Employee's benefit, the Employee agrees and hereby requests in advance that such vacation days in excess will be regarded as LWOP. If, at the time of termination of Employee's employment for any reason, Employee has accrued negative vacation days, the Employee agrees that all amounts due from the Employee in relation to such negative vacation days will be deducted by the Company from Employee's salary and/or from any other amount payable by the Company to the Employee or with respect to Employee's employment.

5.8. Sick Leave. The Employee shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.

5.9. Expense Reimbursement. The Company will reimburse the Employee for any documented, out-of-pocket expenses from time to time properly incurred by the Employee in connection with his employment by the Company and approved in advance by the management of the company in its absolute discretion.

6. RESERVE DUTY

The Employee shall bring to the notice of the Company any call-up order for reserve duty upon receipt of the order. The Employee shall continue to receive the salary provided for hereunder during periods of military reserve duty. The Employee hereby assigns and undertakes to pay to the Company any amounts received from the National Insurance Institute as compensation for such reserve duty service.

7. CONFIDENTIALITY, NON-COMPETITION, TECHNOLOGY ASSIGNMENT

7.1. The Employee agrees to maintain the terms and conditions contained in this Agreement in strict confidence and shall not disclose to any third party, including any other employee of the Company, without the prior written consent of the Company.

7.2. The Employee shall execute an Employee Proprietary Information and Inventions Agreement in the form of the Agreement attached hereto as Annex A (the "Proprietary Information Agreement").

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7.3. Employee agrees that it would be difficult to measure damage to the Company from any breach of Employee of the promises set forth in this Section 6 or in the Proprietary Information Agreement, and that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Employee agrees that if he breaches any provision of this Section 6 or of the Proprietary Information Agreement, the Company will be entitled, in addition to all other remedies it may have, to an injunction or other appropriate orders to restrain any such breach by Employee without showing or proving any actual damage sustained by the Company.

8. TERMINATION

8.1. The Company and the Employee shall be entitled to terminate this Agreement for any reason by giving [thirty] days' prior written notice of termination to the other party ("Prior Notice").

8.2. The Company may in its discretion terminate the Employee's employment immediately (that is, without giving notice as specified in Section 8.1 above) by giving him notice together with payment of such sum as would have been payable to him in respect of the notice period specified in Section 8.1 ("Payment in Lieu of Notice"). The employment of the Employee shall be deemed to have ceased on the date of the receipt of the Payment in Lieu of Notice.

8.3. The Company shall be entitled to terminate this Agreement immediately for the following reasons:

(i) The Employee commits a material breach of the Proprietary Information Agreement, as shall be determined in the reasonable opinion of the directors of the Company; or

(ii) The employee commits a material breach of this Agreement and for a period of [ten] consecutive days fails to cure such breach; or

(iii) The Employee performs any act that entitles the Company legally to dismiss him without paying him any severance pay in connection with such dismissal; or

(iv) for purposes of this Agreement, "disability" means a physical or mental infirmity which impairs the Employee's ability to substantially perform his duties under this Agreement which continues for a period of at least ninety (90) consecutive days; or

(v) The Employee is convicted of a crime of moral turpitude or dishonesty; or

(vi) During the Trial Period.

8.4. In the event that the Employee does not deliver to the Employer the Prior Notice as required by section 8.1, the Employee shall pay compensation to the Employer of an amount equal to the salary to which the Employee would have been entitled during the period of the Prior Notice. The Employer shall be entitled to deduct such sum from any monies due and payable to the Employee.

8.5. In the event that this Agreement shall be terminated in circumstances which would entitle the Employee to receive severance pay under the Severance Pay Law 5723-1963, the Employer shall transfer the Policy to the Employee.

8.6. Subject to the receipt by the Employee of Prior Notice from the Employer, the Employee hereby undertakes in favor of the Company that prior to termination of this

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Agreement for any reason, he shall train his successor and provide him with orderly explanations of all information and knowledge required to enable such successor to perform the duties in a manner similar to the manner in which the Employee performed such duties. The Company shall be entitled to cancel and revoke the provisions of this subsection.

8.7. In the event that the employment of the Employee is terminated, the Employee shall immediately return all documents, information, reports, possessions or other assets belonging to the Employer.

9. MISCELLANEOUS

9.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict of law.

9.2. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith or with any other term, condition or provision hereof, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

9.3. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Agreement.

9.4. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

9.5. This Agreement together with the Proprietary Information Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement and the Proprietary Information Agreement.

9.6. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

9.7. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Mobileye NV.

By: _____

Title: _____

PINI SEGAL
VP FINANCE & HR
MOBILEYE

Ofer Maharshak
Senior VP, CFO
Mobileye

_____

(the "**Employee**")

MOBILEYE VISION TECHNOLOGIES LTD.
EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of 1/10/2016 (the "**Effective Date**"), by and between **Mobileye Vision Technologies Ltd.**, an Israeli company with its principal offices at 13 Hartum st., Jerusalem, Israel (the "**Company**"), and Erez Dagan (I.D. Number [redacted] an individual whose address at [redacted] (the "**Employee**").

WITNESSETH:

WHEREAS, Employee and employer relations exist between the parties since 2/2/2003;

And WHEREAS, starting from 1/10/2016 the Company desires to employ the Employee as its SVP Advanced Technologies and Strategy, and the Employee desires to be employed by the Company in that position on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. EXCLUSIVITY OF THE CONTRACT

1.1. This contract is a personal employment contract and therefore, save as expressly otherwise provided herein:

1.1.1. For the purposes of this Agreement and with respect to the employment of the Employee by the Company, no terms or provisions of any current or future (a) general collective labor agreements and/or arrangements, (b) special collective labor agreements, (c) existing or future Extension Orders; (d) any industry custom or practice (e) any other agreements between the Company and its employees, shall apply to this Agreement or to the employment relationship between the Company and the Employee.

1.1.2. The Employee shall not be entitled to any payment, right or benefit which is not expressly mentioned in this contract, including, but without prejudice to the generality of the foregoing, any payments, rights, retirement conditions or other benefits whatsoever, to which the employees of the Company or of any company under its control are now or in future entitled, which are not mentioned in this contract.

1.1.3. Any results of negotiations conducted between the Employee's Committee or the Employee's Representative and the Company shall not apply to the Employee and shall not amend, add or detract from the terms and conditions contained herein.

1.2. The Employee hereby represents in favor of the Company that no provision of any law, regulation, agreement or other document prohibits him from entering this Agreement. Neither the execution nor delivery of this Agreement nor the performance by the Employee of his duties and other obligations hereunder violate or will violate

any prior employment agreement, contract, or other instrument to which the Employee is a party or by which he is bound.

1.3. The Employee undertakes to keep the contents of this Agreement confidential and not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the Company.

2. THE EMPLOYEE'S DUTIES AND OBLIGATIONS

2.1. The Employee shall from 1/10/16 serve as SVP Advanced Technologies and Strategy and shall report to Amnon Shashua. The Employee shall observe and comply with all resolutions, regulations and directions from time to time made or given by the Company.

2.2. The Employee shall use his best endeavors to promote the interests of the Company. The Employee shall devote all of his business and professional time, attention, energy, skill, learning and best efforts to the affairs of the Company and shall perform his duties provided for hereunder at such locations as is directed by the Company. The Employee shall use his best endeavors to protect the good name of the Company and shall not perform any act that shall bring the Company into disrepute.

2.3. In the event that the Employee shall discover that he has or might have at some point in the future any direct or indirect personal interest in any of the Company's business or a conflict of interest with the duties required of him by virtue of his employment with the Company, immediately upon such discovery the Employee shall so inform the board of directors of the Company in writing.

2.4. The Employee shall not during the term of this Agreement engage directly or indirectly in rendering services of a business, professional or commercial nature to any other person, firm, or corporation, whether or not such services are rendered for gain, profit or other pecuniary advantage.

2.5. The Employee shall not directly or indirectly accept any commission, rebate, discount, or gratuity in cash or in kind, from any person who has or is likely to have a business relationship with the Company.

3. SCOPE OF EMPLOYMENT & OVERTIME PAYMENT

3.1. The Employee shall carry out his duty according to the accustomed hours of the Company for Employees serving in his role or in that scale and as determined by the Employee's supervisor as defined in section 2.1. It is clarified that all salaries payments as well employee benefits and the supplementary payments in this agreement reflect a full time employment status however employee will be compensated proportionally to the percentage of his employment status as shall be determined from time to time (hereinafter: **"The Part-Time Percentage"**). Unless agreed upon differently, the Percentage shall be 100%.

3.2. In addition to section 3.1 aforementioned, the Employee will be required, from time to time and in accordance with the Company needs, to work overtime and on days of rest (hereinafter: "**overtime**").The overtime norm must not, at any circumstances, exceed 40 hours per month.

3.3. The Employee shall be entitled to compensation for overtime worked by him in the total sum of 14,015 NIS (hereinafter: "**overtime payment**"). The overtime payment shall be calculated as follows: the salary as was set on section 4.1 divided by 186 hours (each month) multiplied by the overtime norm as was set on section 3.2 aforementioned and multiplied by 1.333 (the average between 125% overtime compensation to 150% overtime compensation).

3.4. It is hereby clarified and agreed upon that the Employee will not be entitled to work overtime exceeding the norm specified in section 3.2 above, without written permission given by his supervisor – as defined in section 2.1- in advance. Should a written permission be given, the Employee will be entitled to additional overtime payment regarding the overtime hours exceeding the norm specified in section 3.2 above, in accordance with reported hours and as was permitted by his supervisor.

4. SALARY

4.1. In consideration for the performance of all his duties on behalf of the Company according to this contract, the Employee shall be entitled to a monthly global salary (the "**Salary**") of 49,000 New Israeli Shekels ("**NIS**"), and also to supplementary payments (i.e. overtime payment), to social benefits and to senior employees insurance, as specified in section 5 below (hereinafter: "**The Benefits**").

4.2. It is understood and agreed upon the parties that the Salary, the supplementary payments and The Benefits are in gross values and shall be subject to tax deduction at source, as required by any relevant law.

4.3. It is understood and agreed upon the parties that the Salary, the supplementary payments and the Benefits shall be deemed as the full and total consideration that the Employee is entitled to, either according to this contract or according to any law applicable, due to the fulfillment of his obligations according to this contract, including overtime work and work at rest days.

4.4. The Employee shall devote his full working hours, attention, diligence and energy to his employment under this Agreement.

4.5. The Salary and the Benefits for each preceding month shall be paid in the next month not later than the 9th day of the month. The Company shall make the appropriate payments on behalf of the Employee, out of the money that was deducted from the Salary, the supplementary payments or from the Benefits, to the income tax authorities, the Institute of National Insurance and any other relevant authority.

5. BENEFITS

5.1. Keren Hishtalmut Fund.

5.1.1. At the end of each month during the employment of the Employee hereunder (or such other day as is consistent with the Company's general practices), the Company shall pay an amount equal to $7^{1/2}$% of the Employee's "**Insured Salary**" for the preceding month, but in no event an amount which exceeds the amount deductible by the Company for tax purposes, to a Keren Hishtalmut Fund as recognized by the Income Tax Authorities designated by the Company, or if agreed to by the Company, designated by the Employee (the "**Fund**"), and shall deduct from the Salary of the Employee an amount equal to up to $2^{1/2}$% of the **Insured Salary** for the preceding month and pay the same on behalf of the Employee, to the Fund.

5.1.2. It is hereby clarified that for the purposes of section 5.1 only, the expression "Insured Salary" shall be interpreted as the outcome of the following sum: 80% multiplying [Salary plus Overtime payment plus Convalescence pay plus Travel expenses plus High tech Bonus].

5.2. Convalescence Pay. The Employee shall be entitled to convalescence pay equal to 255 NIS per month.

5.3. Transportation Expenses. The Employee shall be entitled to reimbursement of transportation expenses that shall not exceed 495 NIS.

5.4. Special High-Tech Bonus. The Employee shall be entitled to a monthly global special high-tech bonus equal to 6,235 NIS (hereinafter: The "**High-Tech Bonus**"). The High-Tech Bonus shall be paid to the employee together with the salary.

5.5. Severance Pay and Managers Insurance.

5.5.1. At the end of each month during the employment of Employee hereunder (or such other day as is consistent with the Company's general practices), the Company shall pay the following sums:

5.5.1.1. A sum, equal to 6.25% of the sum of the Insured Salary for the preceding month to a Managers Insurance (Bituach Minahalim) policy (the "**Policy**") through an agency to be selected by the Company, or if agreed to by the Company, selected by the Employee toward a pension fund. In addition, at the beginning of each month the Company shall deduct from the Salary of the Employee an amount equal to 5.75% of the Insured Salary for the preceding month, and shall pay such amount on behalf of the Employee to such Policy.

5.5.1.2. A sum, equal to eight percent and one third of a percent (8.33%) of the Insured Salary to a Severance fund, chosen by the Company (Hereinafter:

"**The Severance Policy**"). The sum mentioned in this section shall be deemed as substitution for severance pay, according to Article 15 of the Severance Pay Act, 5723-1963.

5.5.1.3. It is hereby clarified that for the purposes of section 5.5 only, the expression "Insured Salary" shall be interpreted as the outcome of the following sum: [Salary plus Overtime payment plus High tech Bonus].

5.5.2. Payments by the Company towards the Policy under this section 5.5 shall be on account of and not in addition to any statutory obligation to pay severance pay.

5.5.3. The Employee hereby declares that the payments under this section 5.5 are done on his authority and consent.

5.6. Transfer of Policy and Fund. All sums accumulated as premiums in respect of the Policy, with the exception of sums accumulated in lieu of severance pay, and the Fund (whether paid by the Company or by the Employee), shall entirely belong to the Employee, and the Company shall take all such actions as are necessary to effect the same. The Company undertakes that upon the termination by the Company, or the Employee, of the Employee's employment with the Company, it shall take all such actions and complete all such forms as are necessary to fully, automatically and unconditionally release the Policy and the Keren Hishtalmut Fund to the Employee or as the Employee shall direct. Notwithstanding the aforesaid in this sub-section, in the event of termination of the agreement by the Company for just cause, the Company may release or withhold the severance Policy at its sole and absolute discretion.

5.7. Vacation days. The employee will be entitled to 24 business days' vacation in each calendar year. It is hereby understood that it is in the interests of each of the parties that the Employee takes advantage of the vacation days granted to him for purposes of rest and relaxation and that the Company may, in its sole discretion, require the Employee to take advantage of any days vacation as may become owing to him. Notwithstanding anything to the contrary stated herein, vacation days may be carried forward from one calendar year to the next to the extent permitted by law, provided that the Employee shall not be entitled to accumulate more than 25 days' vacation entitlement at any one time. The Company may, in its sole discretion, allow the redemption (for payment) of cumulated vacation days, but it hereby agreed that the Company is under no obligation to do so. Vacation days will be coordinated with the management and are contingent upon the Company's approval. For purposes of this Section 5.7 a "Business Day" shall mean any Sunday through Friday during which the Company is open for business.

The Employee hereby acknowledges and agrees that the Company will be entitled to determine, in its discretion, mandatory vacations, during Sukkot and/or Passover holidays, or otherwise. If, at any time, the mandatory vacation days exceed the remaining vacation days accrued for the benefit of Employee, the Employee agrees and hereby requests in advance from the Company to allow him/her to accumulate negative vacation days up to a cap allowed by the Company and the rest of such excess days shall be regarded as leave without pay ("LWOP"). Company shall have

the sole discretion to decide if and to what extent to accept such request on a 'case by case' basis. If the Company does not agree to accumulate negative vacation days for any reason, or – if the Company does allow such accumulation but ultimately it becomes unfeasible for any reason, whether by law or otherwise, the Employee agrees and hereby requests in advance that such excess leave days will be regarded as LWOP. In addition, and in any other event that Employee accumulated vacation days in excess of the total vacation days available for Employee's benefit, the Employee agrees and hereby requests in advance that such vacation days in excess will be regarded as LWOP. If, at the time of termination of Employee's employment for any reason, Employee has accrued negative vacation days, the Employee agrees that all amounts due from the Employee in relation to such negative vacation days will be deducted by the Company from Employee's salary and/or from any other amount payable by the Company to the Employee or with respect to Employee's employment.

5.8. Sick Leave. The Employee shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.

5.9. Expense Reimbursement. The Company will reimburse the Employee for any documented, out-of-pocket expenses from time to time properly incurred by the Employee in connection with his employment by the Company and approved in advance by the management of the company in its absolute discretion.

6. RESERVE DUTY

The Employee shall bring to the notice of the Company any call-up order for reserve duty upon receipt of the order. The Employee shall continue to receive the salary provided for hereunder during periods of military reserve duty. The Employee hereby assigns and undertakes to pay to the Company any amounts received from the National Insurance Institute as compensation for such reserve duty service.

7. CONFIDENTIALITY, NON-COMPETITION, TECHNOLOGY ASSIGNMENT

7.1. The Employee agrees to maintain the terms and conditions contained in this Agreement in strict confidence and shall not disclose to any third party, including any other employee of the Company, without the prior written consent of the Company.

7.2. The Employee shall execute an Employee Proprietary Information and Inventions Agreement in the form of the Agreement attached hereto as Annex A (the "Proprietary Information Agreement").

7.3. Employee agrees that it would be difficult to measure damage to the Company from any breach of Employee of the promises set forth in this Section 7 or in the Proprietary Information Agreement, and that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Employee agrees that if he breaches any provision of this Section 7 or of the Proprietary Information Agreement, the Company will be entitled, in addition to all other remedies it may have, to an

injunction or other appropriate orders to restrain any such breach by Employee without showing or proving any actual damage sustained by the Company.

8. TERMINATION

8.1. The Company and the Employee shall be entitled to terminate this Agreement for any reason by giving thirty days' prior written notice of termination to the other party ("Prior Notice").

8.2. The Company may in its discretion terminate the Employee's employment immediately (that is, without giving notice as specified in Section 8.1 above) by giving him notice together with payment of such sum as would have been payable to him in respect of the notice period specified in Section 8.1 ("Payment in Lieu of Notice"). The employment of the Employee shall be deemed to have ceased on the date of the receipt of the Payment in Lieu of Notice.

8.3. The Company shall be entitled to terminate this Agreement immediately for the following reasons:

(i) The Employee commits a material breach of the Proprietary Information Agreement, as shall be determined in the reasonable opinion of the directors of the Company; or

(ii) The employee commits a material breach of this Agreement and for a period of ten consecutive days fails to cure such breach; or

(iii) The Employee performs any act that entitles the Company legally to dismiss him without paying him any severance pay in connection with such dismissal; or

(iv) for purposes of this Agreement, "disability" means a physical or mental infirmity which impairs the Employee's ability to substantially perform his duties under this Agreement which continues for a period of at least ninety (90) consecutive days; or

(v) The Employee is convicted of a crime of moral turpitude or dishonesty; or

8.4. In the event that the Employee does not deliver to the Employer the Prior Notice as required by section 8.1, the Employee shall pay compensation to the Employer of an amount equal to the salary to which the Employee would have been entitled during the period of the Prior Notice. The Employer shall be entitled to deduct such sum from any monies due and payable to the Employee.

8.5. In the event that this Agreement shall be terminated in circumstances which would entitle the Employee to receive severance pay under the Severance Pay Law 5723-1963, the Employer shall transfer the Policy to the Employee.

8.6. Subject to the receipt by the Employee of Prior Notice from the Employer, the Employee hereby undertakes in favor of the Company that prior to termination of this Agreement for any reason, he shall train his successor and provide him with orderly explanations of all information and knowledge required to enable such successor to perform the duties in a manner similar to the manner in which the Employee performed such duties. The Company shall be entitled to cancel and revoke the provisions of this subsection.

8.7. In the event that the employment of the Employee is terminated, the Employee shall immediately return all documents, information, reports, possessions or other assets belonging to the Employer.

9. MISCELLANEOUS

9.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict of law.

9.2. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith or with any other term, condition or provision hereof, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

9.3. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Agreement.

9.4. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

9.5. This Agreement together with the Proprietary Information Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement and the Proprietary Information Agreement.

9.6. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

9.7. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Erez Dagan	Mobileye Vision Technologies Ltd.
Date: 30/9/2016	Date:
Name: Erez Dagan	Name:
Title: Mr.	Title:
Signature:	Signature

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MOBILEYE VISION TECHNOLOGIES LTD.
EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of 1.8.99 (the **"Effective Date"**), by and between **MobilEye Vision Technologies Ltd.**, an Israeli company with its principal offices at 24 Mishol Hadkalim St., Jerusalem, Israel (the **"Company"**), and Gaby Hayon (Avni) (I.D. Number [redacted]) an individual whose address at [redacted] (the **"Employee"**).

WITNESSETH:

WHEREAS, the Company desires to employ the Employee as its R and D engineer, and the Employee desires to be employed by the Company in that position on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. EXCLUSIVITY OF THE CONTRACT

1.1 This contract is a personal employment contract and therefore, save as expressly otherwise provided herein:

1.1.1 For the purposes of this Agreement and with respect to the employment of the Employee by the Company, no terms or provisions of any current or future (a) general collective labor agreements and/or arrangements, (b) special collective labor agreements, (c) existing or future Extension Orders; (d) any industry custom or practice (e) any other agreements between the Company and its employees, shall apply to this Agreement or to the employment relationship between the Company and the Employee.

1.1.2 The Employee shall not be entitled to any payment, right or benefit which is not expressly mentioned in this contract, including, but without prejudice to the generality of the aforegoing, any payments, rights, retirement conditions or other benefits whatsoever, to which the employees of the Company or of any company under its control are now or in future entitled, which are not mentioned in this contract.

1.1.3 Any results of negotiations conducted between the Employee's Committee or the Employee's Representative and the Company shall not apply to the Employee and shall not amend, add or detract from the terms and conditions contained herein.

1.2 The Employee hereby represents in favor of the Company that no provision of any law, regulation, agreement or other document prohibits him from entering this Agreement. Neither the execution and delivery of this Agreement nor the performance by the Employee of his duties and other obligations hereunder violate or will violate any prior employment agreement, contract, or other instrument to which the Employee is a party or by which he is bound.

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1.3 The Employee undertakes to keep the contents of this Agreement confidential and not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the Company.

2. THE EMPLOYEE'S DUTIES AND OBLIGATIONS

2.1 The Employee shall from 1.8.99 (hereinafter "Date of Commencement of Employment") serve as R&D Eng. and shall report to VP R&D. The Employee shall observe and comply with all resolutions, regulations and directions from time to time made or given by the Company.

2.2 The six month period commencing from the Date of Commencement of Employment shall be considered to be a trial period ("Trial Period").

2.3 The Employee shall use his best endeavors to promote the interests of the Company. The Employee shall devote all of his business and professional time, attention, energy, skill, learning and best efforts to the affairs of the Company and shall perform his duties provided for hereunder at such locations as is directed by the Company. The Employee shall use his best endeavors to protect the good name of the Company and shall not perform any act that shall bring the Company into disrepute.

2.4 In the event that the Employee shall discover that he has or might have or might have at some point in the future any direct or indirect personal interest in any of the Company's business or a conflict of interest with the duties required of him by virtue of his employment with the Company, immediately upon such discovery the Employee shall so inform the board of directors of the Company in writing.

2.5 The Employee shall not during the term of this Agreement engage directly or indirectly in rendering services of a business, professional or commercial nature to any other person, firm, or corporation, whether or not such services are rendered for gain, profit or other pecuniary advantage.

2.6 The Employee shall not directly or indirectly accept any commission, rebate, discount, or gratuity in cash or in kind, from any person who has or is likely to have a business relationship with the Company.

3. SALARY

3.1 As compensation for the performance of his duties on behalf of the Company, the Company shall pay the Employee a monthly global salary (the **"Salary"**) of 15,000 New Israeli Shekels (**"NIS"**), divided into a basic salary of 75% of the Salary (the **"Basic Salary"**) and supplementary Salary (which supplementary salary shall include all travel expenses, recuperation pay (דמי הבראה) and all other additional payments which the Company is required to pay Employee by law) of 25% of the Salary (the **"Supplementary Salary"**), gross per month during his employment with the Company. The Basic Salary shall be payable in arrears within nine calendar days of the first day of the following calendar month.

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3.2 As the Employee is employed hereunder in a position involving a fiduciary relationship between the Employee and the Company, the Work and Rest Law (5711-1951), and any other law amending or replacing such law, shall not apply to the Employee or to his employment with the Company, and the Employee shall not be entitled to any compensation in respect of such law. The Employee acknowledges that the Compensation set for him hereunder includes within it compensation that would otherwise be due to the Employee pursuant to such law.

3.3 The Employee shall devote his full working hours, attention, diligence and energy to his employment under this Agreement; such hours shall include all hours that may be required for the proper performance of his duties hereunder.

3.4 The Company shall make the required statutory deductions from the Base Salary and from any other amounts paid to the Employee by the Company under this Agreement and make the appropriate payments on behalf of the Employee to the income tax authorities, the Institute of National Insurance and any other relevant authority.

4. BENEFITS

4.1 Severance Pay and Managers Insurance. At the end of each month during the employment of Employee hereunder (or such other day as is consistent with the Company's general practices), the Company shall pay the following amount of the Employee's monthly Salary for the preceding month to a Managers Insurance (Bituach Minahalim) policy (the "**Policy**") through an agency and with an insurance company to be selected by the Company, or if agreed to by the Company, selected by the Employee: $8^{1/3}$% of the Salary toward Severance; 5% of the Basic Salary toward a pension fund. In addition, at the beginning of each month the Company shall deduct from the Basic Salary of the Employee an amount equal to 5% of the Employee's monthly Basic Salary for the preceding month, and shall pay such amount on behalf of the Employee to such Policy. Payments by the Company towards the Policy under this section 4.1 shall be on account of and not in addition to any statutory obligation to pay severance pay.

4.2 Keren Hishtalmut Fund. In the event that the Employer decides to continue the employment of the Employee upon the completion of the first year of employment, then at the end of each month during the employment of the Employee hereunder (or such other day as is consistent with the Company's general practices), the Company shall pay an amount equal to $7^{1/2}$% of the Employee's monthly Basic Salary for the preceding month, but in no event an amount which exceeds the amount deductible by the Company for tax purposes, to a Keren Hishtalmut Fund as recognized by the Income Tax Authorities designated by the Company, or if agreed to by the Company, designated by the Employee (the "**Fund**"), and shall deduct from the Basic Salary of the Employee an amount equal to up to $2^{1/2}$% of the Employee's monthly Basic Salary for the preceding month and pay the same on behalf of the Employee, to the Fund.

4.3 Transfer of Policy and Fund. All sums accumulated as premiums in respect of the Policy, with the exception of sums accumulated in lieu of severance pay, and the Fund (whether paid by the Company or by the Employee), shall entirely belong to the Employee, and the Company shall take all such actions as are necessary to effect the same. The Company undertakes that upon the termination by the Company, or the Employee, of the Employee's employment with the Company, it shall take all such actions and complete all such forms as are necessary to fully, automatically and unconditionally release the Policy and the Keren Hishtalmut Fund to the

Employee or as the Employee shall direct. Notwithstanding the aforesaid in this sub-section, in the event of termination of the by the Company for just cause, the Company may release or withhold the severance portion in the Policy at its sole and absolute discretion.

4.4 Vacation days. The employee will be entitled to 17 business days vacation in each calendar year. It is hereby understood that it is in the interests of each of the parties that the Employee takes advantage of the vacation days granted to him for purposes of rest and relaxation and that the Company may, in its sole discretion, require the Employee to take advantage of any days vacation as may become owing to him. Notwithstanding anything to the contrary stated herein, vacation days may be carried forward from one calendar year to the next to the extent permitted by law, provided that the Employee shall not be entitled to accumulate more than 25 days vacation entitlement at any one time. The Company may, in its sole discretion, allow the redemption (for payment) of cumulated vacation days, but it hereby agreed that the Company is under no obligation to do so. Vacation days will be coordinated with the management and are contingent upon the Company's approval. For purposes of this Section 4.4 a "Business Day" shall mean any Sunday through Friday during which the Company is open for business.

4.5 Sick Leave. The Employee shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.

4.6 Expense Reimbursement. The Company will reimburse the Employee for any documented, out-of-pocket expenses from time to time properly incurred by the Employee in connection with his employment by the Company and approved in advance by the management of the company in its absolute discretion.

5. RESERVE DUTY

The Employee shall bring to the notice of the Company any call-up order for reserve duty upon receipt of the order. The Employee shall continue to receive the salary provided for hereunder during periods of military reserve duty. The Employee hereby assigns and undertakes to pay to the Company any amounts received from the National Insurance Institute as compensation for such reserve duty service.

6. CONFIDENTIALITY, NON-COMPETITION, TECHNOLOGY ASSIGNMENT

6.1 The Employee agrees to maintain the terms and conditions contained in this Agreement in strict confidence and shall not disclose to any third party, including any other employee of the Company, without the prior written consent of the Company.

6.2 The Employee shall execute an Employee Proprietary Information and Inventions Agreement in the form of the Agreement attached hereto as Annex A (the "Proprietary Information Agreement").

6.3 Employee agrees that it would be difficult to measure damage to the Company from any breach of Employee of the promises set forth in this Section 6 or in the Proprietary

Information Agreement, and that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Employee agrees that if he breaches any provision of this Section 6 or of the Proprietary Information Agreement, the Company will be entitled, in addition to all other remedies it may have, to an injunction or other appropriate orders to restrain any such breach by Employee without showing or proving any actual damage sustained by the Company.

7. TERMINATION

7.1 The Company and the Employee shall be entitled to terminate this Agreement for any reason by giving [thirty] days' prior written notice of termination to the other party ("Prior Notice").

7.2 The Company may in its discretion terminate the Employee's employment immediately (that is, without giving notice as specified in Section 7.1 above) by giving him notice together with payment of such sum as would have been payable to him in respect of the notice period specified in Section 8.1 ("Payment in Lieu of Notice"). The employment of the Employee shall be deemed to have ceased on the date of the receipt of the Payment in Lieu of Notice.

7.3 The Company shall be entitled to terminate this Agreement forthwith for the following reasons:

(i) the Employee commits a material breach of the Proprietary Information Agreement, as shall be determined in the reasonable opinion of the directors of the Company; or

(ii) the employee commits a material breach of this Agreement and for a period of [ten] consecutive days fails to cure such breach; or

(iii) the Employee performs any act that entitles the Company legally to dismiss him without paying him any severance pay in connection with such dismissal; or

(iv) for purposes of this Agreement, "disability" means a physical or mental infirmity which impairs the Employee's ability to substantially perform his duties under this Agreement which continues for a period of at least ninety (90) consecutive days; or

(v) the Employee is convicted of a crime of moral turpitude or dishonesty; or

(vi) during the Trial Period.

7.4 In the event that the Employee does not deliver to the Employer the Prior Notice as required by section 7.1, the Employee shall pay compensation to the Employer of an amount equal to the salary to which the Employee would have been entitled during the period of the Prior Notice. The Employer shall be entitled to deduct such sum from any monies due and payable to the Employee.

7.5 In the event that this Agreement shall be terminated in circumstances which would entitle the Employee to receive severance pay under the Severance Pay Law 5723-1963, the Employer shall transfer the Policy to the Employee.

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טכנולוגיות ראיה
בע"מ

7.6 Subject to the receipt by the Employee of Prior Notice from the Employer, the Employee hereby undertakes in favor of the Company that prior to termination of this Agreement for any reason, he shall train his successor and provide him with orderly explanations of all information and knowledge required to enable such successor to perform the duties in a manner similar to the manner in which the Employee performed such duties. The Company shall be entitled to cancel and revoke the provisions of this subsection.

7.7 In the event that the employment of the Employee is terminated, the Employee shall immediately return all documents, information, reports, possessions or other assets belonging to the Employer.

8. MISCELLANEOUS

8.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict of law.

8.2 The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith or with any other term, condition or provision hereof, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

8.3 The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Agreement.

8.4 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

8.5 This Agreement together with the Proprietary Information Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made either party which are not expressly set forth in this Agreement and the Proprietary Information Agreement.

8.6 This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

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בע"מ

8.7 Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MobilEye Vision Technologies Ltd.

By: Zim Avirar

מובילאיי
טכנולוגיות ראיה
בע"מ

Title: CEO

חן/ סא

(the "**Employee**")

MOBILEYE VISION TECHNOLOGIES LTD.
EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of 2/8/2010 (the "**Effective Date**"), by and between **MobilEye Vision Technologies Ltd.**, an Israeli company with its principal offices at 13 Hartum st., Jerusalem, Israel (the "**Company**"), and Shai Shalev-Shwartz (I.D. Number [redacted]) an individual whose address at [redacted] (the "**Employee**").

WITNESSETH:

WHEREAS, the Company desires to employ the Employee as its Consultant, and the Employee desires to be employed by the Company in that position on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. EXCLUSIVITY OF THE CONTRACT

1.1. This contract is a personal employment contract and therefore, save as expressly otherwise provided herein:

1.1.1. For the purposes of this Agreement and with respect to the employment of the Employee by the Company, no terms or provisions of any current or future (a) general collective labor agreements and/or arrangements, (b) special collective labor agreements, (c) existing or future Extension Orders; (d) any industry custom or practice (e) any other agreements between the Company and its employees, shall apply to this Agreement or to the employment relationship between the Company and the Employee.

1.1.2. The Employee shall not be entitled to any payment, right or benefit which is not expressly mentioned in this contract, including, but without prejudice to the generality of the foregoing, any payments, rights, retirement conditions or other benefits whatsoever, to which the employees of the Company or of any company under its control are now or in future entitled, which are not mentioned in this contract.

1.1.3. Any results of negotiations conducted between the Employee's Committee or the Employee's Representative and the Company shall not apply to the Employee and shall not amend, add or detract from the terms and conditions contained herein.

1.2. The Employee hereby represents in favor of the Company that no provision of any law, regulation, agreement or other document prohibits him from entering this Agreement. Neither the execution nor delivery of this Agreement nor the performance by the Employee of his duties and other obligations hereunder violate or will violate

any prior employment agreement, contract, or other instrument to which the Employee is a party or by which he is bound.

1.3. The Employee undertakes to keep the contents of this Agreement confidential and not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the Company.

2. THE EMPLOYEE'S DUTIES AND OBLIGATIONS

2.1. The Employee shall from 2/8/2010 (hereinafter "Date of Commencement of Employment") serve as Consultant and shall report to Amnon S.. The Employee shall observe and comply with all resolutions, regulations and directions from time to time made or given by the Company.

2.2. The six month period commencing from the Date of Commencement of Employment shall be considered to be a trial period ("Trial Period").

2.3. The Employee shall use his best endeavors to promote the interests of the Company. The Employee shall devote all of his business and professional time, attention, energy, skill, learning and best efforts to the affairs of the Company and shall perform his duties provided for hereunder at such locations as is directed by the Company. The Employee shall use his best endeavors to protect the good name of the Company and shall not perform any act that shall bring the Company into disrepute.

2.4. In the event that the Employee shall discover that he has or might have at some point in the future any direct or indirect personal interest in any of the Company's business or a conflict of interest with the duties required of him by virtue of his employment with the Company, immediately upon such discovery the Employee shall so inform the board of directors of the Company in writing.

2.5. The Employee shall not during the term of this Agreement engage directly or indirectly in rendering services of a business, professional or commercial nature to any other person, firm, or corporation, whether or not such services are rendered for gain, profit or other pecuniary advantage.

2.6. The Employee shall not directly or indirectly accept any commission, rebate, discount, or gratuity in cash or in kind, from any person who has or is likely to have a business relationship with the Company.

3. SCOPE OF EMPLOYMENT & OVERTIME PAYMENT

3.1. The Employee shall carry out his duty according to the accustomed hours of the Company for Employees serving in his role or in that scale and as determined by the Employee's supervisor as defined in section 2.1. It is clarified that all salaries payments as well employee benefits and the supplementary payments in this agreement

will be compensated proportionally to the percentage of employment status as shall be determined from time to time.

3.2. In addition to section 3.1 aforementioned, the Employee will be required, from time to time and in accordance with the Company needs, to work overtime and on days of rest (hereinafter: "**overtime**").The overtime norm must not, at any circumstances, exceed 40 hours per month.

3.3. The Employee shall be entitled to compensation for overtime worked by him in the total sum of _5406_ NIS (hereinafter: "**overtime payment**"). The overtime payment shall be calculated as follows: the salary as was set on section 4.1 divided by 186 hours (each month) multiplied by the overtime norm as was set on section 3.2 aforementioned and multiplied by 1.333 (the average between 125% overtime compensation to 150% overtime compensation).

3.4. It is hereby clarified and agreed upon that the Employee will not be entitled to work overtime exceeding the norm specified in section 3.2 above, without written permission given by his supervisor – as defined in section 2.1- in advance. Should a written permission be given, the Employee will be entitled to additional overtime payment regarding the overtime hours exceeding the norm specified in section 3.2 above, in accordance with reported hours and as was permitted by his supervisor.

4. SALARY

4.1. In consideration for the performance of all his duties on behalf of the Company according to this contract, the Employee shall be entitled to a monthly global salary (the "**Salary**") of __18,900_____ New Israeli Shekels ("**NIS**"), and also to supplementary payments (i.e. overtime payment), to social benefits and to senior employees insurance, as specified in section 5 below (hereinafter: **"The Benefits"**).

4.2. It is understood and agreed upon the parties that the Salary, the supplementary payments and The Benefits are in gross values and shall be subject to tax deduction at source, as required by any relevant law.

4.3. It is understood and agreed upon the parties that the Salary, the supplementary payments and the Benefits shall be deemed as the full and total consideration that the Employee is entitled to, either according to this contract or according to any law applicable, due to the fulfillment of his obligations according to this contract, including overtime work and work at rest days.

4.4. The Employee shall devote his full working hours, attention, diligence and energy to his employment under this Agreement.

4.5. The Salary and the Benefits for each preceding month shall be paid in the next month not later than the 9th day of the month. The Company shall make the appropriate

payments on behalf of the Employee, out of the money that was deducted from the Salary, the supplementary payments or from the Benefits, to the income tax authorities, the Institute of National Insurance and any other relevant authority.

5. BENEFITS

5.1. Convalescence Pay. The Employee shall be entitled to convalescence pay equal to 255 NIS per month.

5.2. Transportation Expenses. The Employee shall be entitled to reimbursement of transportation expenses that shall not exceed __495___ NIS.

5.3. Special High-Tech Bonus. The Employee shall be entitled to a monthly global special high-tech bonus equal to __1,944____NIS (hereinafter: The **"High-Tech Bonus"**). The High-Tech Bonus shall be paid to the employee together with the salary.

5.4. Sick Leave. The Employee shall be entitled to fully paid sick leave pursuant to the Sick Pay Law 5736 - 1976.

5.5. Expense Reimbursement. The Company will reimburse the Employee for any documented, out-of-pocket expenses from time to time properly incurred by the Employee in connection with his employment by the Company and approved in advance by the management of the company in its absolute discretion.

6. RESERVE DUTY

The Employee shall bring to the notice of the Company any call-up order for reserve duty upon receipt of the order. The Employee shall continue to receive the salary provided for hereunder during periods of military reserve duty. The Employee hereby assigns and undertakes to pay to the Company any amounts received from the National Insurance Institute as compensation for such reserve duty service.

7. CONFIDENTIALITY, NON-COMPETITION, TECHNOLOGY ASSIGNMENT

7.1. The Employee agrees to maintain the terms and conditions contained in this Agreement in strict confidence and shall not disclose to any third party, including any other employee of the Company, without the prior written consent of the Company.

7.2. The Employee shall execute an Employee Proprietary Information and Inventions Agreement in the form of the Agreement attached hereto as Annex A (the "Proprietary Information Agreement").

7.3. Employee agrees that it would be difficult to measure damage to the Company from any breach of Employee of the promises set forth in this Section 6 or in the Proprietary Information Agreement, and that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Employee agrees that if he breaches any provision of this Section 6 or of the Proprietary Information Agreement, the Company will be entitled, in addition to all other remedies it may have, to an injunction or other appropriate orders to restrain any such breach by Employee without showing or proving any actual damage sustained by the Company.

8. TERMINATION

8.1. The Company and the Employee shall be entitled to terminate this Agreement for any reason by giving [thirty] days' prior written notice of termination to the other party ("Prior Notice").

8.2. The Company may in its discretion terminate the Employee's employment immediately (that is, without giving notice as specified in Section 8.1 above) by giving him notice together with payment of such sum as would have been payable to him in respect of the notice period specified in Section 8.1 ("Payment in Lieu of Notice"). The employment of the Employee shall be deemed to have ceased on the date of the receipt of the Payment in Lieu of Notice.

8.3. The Company shall be entitled to terminate this Agreement immediately for the following reasons:

(i) The Employee commits a material breach of the Proprietary Information Agreement, as shall be determined in the reasonable opinion of the directors of the Company; or

(ii) The employee commits a material breach of this Agreement and for a period of [ten] consecutive days fails to cure such breach; or

(iii) The Employee performs any act that entitles the Company legally to dismiss him without paying him any severance pay in connection with such dismissal; or

(iv) for purposes of this Agreement, "disability" means a physical or mental infirmity which impairs the Employee's ability to substantially perform his duties under this Agreement which continues for a period of at least ninety (90) consecutive days; or

(v) The Employee is convicted of a crime of moral turpitude or dishonesty; or

(vi) During the Trial Period.

8.4. In the event that the Employee does not deliver to the Employer the Prior Notice as required by section 8.1, the Employee shall pay compensation to the Employer of an amount equal to the salary to which the Employee would have been entitled during the period of the Prior Notice. The Employer shall be entitled to deduct such sum from any monies due and payable to the Employee.

8.5. In the event that this Agreement shall be terminated in circumstances which would entitle the Employee to receive severance pay under the Severance Pay Law 5723-1963, the Employer shall transfer the Policy to the Employee.

8.6. Subject to the receipt by the Employee of Prior Notice from the Employer, the Employee hereby undertakes in favor of the Company that prior to termination of this Agreement for any reason, he shall train his successor and provide him with orderly explanations of all information and knowledge required to enable such successor to perform the duties in a manner similar to the manner in which the Employee performed such duties. The Company shall be entitled to cancel and revoke the provisions of this subsection.

8.7. In the event that the employment of the Employee is terminated, the Employee shall immediately return all documents, information, reports, possessions or other assets belonging to the Employer.

9. MISCELLANEOUS

9.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict of law.

9.2. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith or with any other term, condition or provision hereof, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

9.3. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Agreement.

9.4. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

9.5. This Agreement together with the Proprietary Information Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement and the Proprietary Information Agreement.

9.6. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require such successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

9.7. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MobilEye Vision Technologies Ltd.

By: PINI SEGAL
VP FINANCE & HR
MOBILEYE

Title: מובילאיי
טכנולוגיות ראיה
בע"מ

Shai Shalev-Shwartz

(the "**Employee**")

Exhibit 10.18

STOCK COMPENSATION RECHARGE AGREEMENT

This Stock Compensation Recharge Agreement (this "**Agreement**") is by and between Intel Corporation ("**Intel**"), a corporation organized under the laws of Delaware, and each of its subsidiaries listed as executing this Agreement on the signature page and in Annex B (each a "**Subsidiary**" and collectively the "**Subsidiaries**"). This Agreement is effective as of the effective date specified with respect to each Subsidiary on the signature page or in Annex B (the "**Effective Date**"). Intel and the Subsidiaries are each referred to as a "**Party**" and are collectively referred to as the "**Parties**."

RECITALS

A. **WHEREAS**, Intel has established various stock incentive programs for the benefit of its employees and the employees of the Subsidiaries;

B. **WHEREAS**, such programs include (i) the Employee Stock Purchase Plan, under which employees can purchase Intel stock at a discounted price ("**ESPP**"), (ii) stock options under the Equity Incentive Plan ("**Stock Options**"), and (iii) restricted stock units under the Equity Incentive Plan ("**RSUs**");

C. **WHEREAS**, from time to time, Intel offers the ESPP and grants Stock Options and RSUs, and may in the future offer or grant other forms of stock compensation, to Employees of the Subsidiaries, in order for the Subsidiaries to provide incentives to attract and retain qualified employees ("**Awards**" and each an "**Award**" and the respective equity securities of Intel underlying any particular Award shall hereinafter be referred to as the "**Equity Securities**");

D. **WHEREAS**, in cases in which the Effective Date is earlier than the date this Agreement is executed, the Parties wish to memorialize the arrangement, orally agreed to and consistent with the terms of this Agreement, that each Party has understood, accepted, and in its conduct and statements acted in accordance with since the Effective Date; and

E. **WHEREAS**, Intel and the Subsidiaries wish to enter into this Agreement, which requires the Subsidiaries to reimburse Intel for certain amounts relating to the Value of stock compensation provided to Employees in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

In this Agreement the following terms shall have the meanings set forth below:

a. "**Employee**" or "**Employees**" shall mean those employees of any Subsidiary who have received stock compensation under the Plans or who may, from time to time, be eligible for the Plans in the future.

b. "**Plan**" or "**Plans**" shall refer to the ESPP, the Equity Incentive Plan, any successors to either, and any other equity compensation plan that Intel adopts and makes available to compensate Employees.

c. "**Recharge Amount**" shall mean, unless otherwise agreed upon in writing between the Parties (i) with respect to a stock purchase under the ESPP, if the Employee pays the purchase price directly to the Subsidiary, then the "Recharge Amount" shall be the Value of the Equity Securities acquired at the time of purchase, but if the Employee pays the purchase price directly to Intel, then the "Recharge Amount" shall be the Value of the Equity Securities acquired at the time of purchase, less the price paid for the Equity Securities by the Employee, (ii) with respect to Stock Options, if the Employee pays the purchase price directly to the Subsidiary, then the "Recharge Amount" shall be the Value of the Equity Securities exercised under such Stock Options at the time of exercise, but if the Employee pays the purchase price directly to Intel, then the "Recharge Amount" shall be the Value of the Equity Securities exercised under such Stock Options at the time of exercise, less the purchase price paid by the Employee, and (iii) with respect to RSUs, the Value of the underlying Equity Securities on the vesting date. The Recharge Amount shall also include any other fees, social security or similar employment taxes, withheld amounts, or other expenses directly related to the Awards, as determined by Intel in its sole discretion.

d. "**Value**" shall have the same meaning as prescribed for fair market value in the relevant Plan, or such other price as determined by the Parties.

2. Provision of Stock Compensation.

Intel hereby acknowledges that it has offered or granted, and in the future may offer or grant, Awards under the Plans to such Employees as Intel in its sole discretion shall determine. Each Subsidiary shall be responsible for complying with the requirements, if any, of the laws of the Subsidiary's country in the performance of this Agreement.

3. Payment of Recharge Amount and Other Costs Associated with Awards.

a. Each Subsidiary acknowledges that the offer or grant by Intel of stock compensation under the Plans and the subsequent delivery and disposition of Equity Securities of Intel under the Plans are, and are intended by all Parties to be, compensation to Employees for services performed for a Subsidiary and represent a valuable incentive that helps the Subsidiaries attract, motivate, and induce continued service of Employees.

b. Each Subsidiary understands that it must pay Intel for providing stock compensation to Employees and hereby agrees to pay to Intel the Recharge Amount with respect to any Awards. Such Recharge Amount will be due with respect to any Employee who is employed by the relevant Subsidiary or former Employee who was most recently employed by the relevant Subsidiary at the time of the stock purchase under the ESPP, exercise of a Stock Option, or vesting of an RSU, as applicable.

c. Unless otherwise agreed by the Parties, within sixty (60) days after Intel provides an intercompany charge to the Subsidiary with respect to an Award, each Subsidiary shall pay to Intel the Recharge Amount, as determined pursuant to paragraph c. of Section 1, as set forth in the notification pursuant to Section 4 below. In the event that any Plans provide for other forms of equity compensation in addition to stock purchases under the ESPP, Stock Options, and RSUs, the Parties shall mutually agree to the Recharge Amount based on the methodology used for stock purchases under the ESPP, Stock Options, and RSUs

d. Except as may otherwise be agreed by the Parties hereto, all payments made under this Agreement shall be made in United States Dollars. At the discretion of Intel, Intel may assess interest on amounts not timely paid under this Agreement at the applicable federal short-term rate, compounding monthly, under section 1274(d) of the Internal Revenue Code of 1986, as amended, from the date due until payment is made.

e. The amount of the payment described in paragraph b. of this Section 3 shall be subject to any adjustments as shall be necessary to ensure compliance with the tax and other relevant foreign laws that apply to the applicable Subsidiary.

f. In the event that a Subsidiary is required under domestic law, rules or regulations to withhold taxes upon paying the Recharge Amount to Intel, the payment to Intel shall be the Recharge Amount net any withheld amounts. Upon request, the Subsidiary shall provide Intel with the certificate of tax withholding.

4. Notification of Recharge Event.

At the end of each calendar month, or such other period as may be mutually agreed, Intel shall notify the Subsidiaries of any event that obligates the Subsidiaries to make a payment to Intel under Section 3 above, together with computations and supporting documentation detailing the amount of the required payment.

5. No Third-Party Beneficiaries.

This Agreement is entered into between the Parties hereto for their exclusive mutual benefit. No person or entity shall be a third-party beneficiary under this Agreement.

6. Waiver.

No provision of, or a right created under, this Agreement may be waived or varied except with the written consent of both Parties.

7. Term and Termination.

This Agreement shall be effective as from the Effective Date and shall continue to be effective until:

a) terminated by either Party upon giving written notice to the other Party not less than 30 days prior to the date on which such termination is to become effective, provided however that Section 3 of this Agreement shall continue to be effective with respect to any Awards issued prior to the date of termination of this Agreement; or

b) termination of all of the Plans, provided however, that this Agreement shall continue to be effective with respect to any Awards granted prior to the date of termination of this Agreement and the Plans.

8. Assignment.

This Agreement may not be assigned by either Party without the prior written consent of the other Party, provided however, that Intel may, without the consent of the Subsidiaries, assign this Agreement, in whole or in part, to any of its affiliates.

9. Independent Entities

Each of the Parties to the Agreement is an independent enterprise. No Party is, and nothing in this Agreement shall constitute any Party as, the employer, principal, agent or partner of, or joint venture with, another Party.

10. Notice.

Every notice or other communication relating to this Agreement shall be in writing, and shall be so posted, delivered or sent by electronic mail or facsimile to the Party for whom it is intended at such address as may from time to time be indicated by it to the other Party.

11. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and all applicable laws of the United States. The place of jurisdiction for any suit, action or proceeding arising out of or in connection with this Agreement shall be the State of California.

12. Entire Agreement.

This Agreement and the other related agreements referred to herein (such as the Plans) set forth the entire agreement and understanding between the Parties. This Agreement supersedes any prior agreement between the Parties with respect to the same subject matter. Any amendment or modification to this Agreement shall be in writing and must be signed by both Intel and the Subsidiaries, except additional Intel subsidiaries can become additional parties to this Agreement, and may add any additional terms to this Agreement (and such terms are incorporated herein by reference), by executing a signature page substantially in the form of Annex A, attached hereto and incorporated herein by references, and numbered as Annex B-1, Annex B-2, etc.

13. Headings and Counterparts.

The headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement. Additionally, this Agreement may be executed in one or more counterparts and by the Parties to it in separate counterparts of which when executed each shall be an original but which shall together constitute one and the same agreement.

14. Reference to Singular/Plural.

In this Agreement any reference to the singular shall include the plural and vice versa.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

Intel Corporation

By: /s/ Sharon Heck
Sharon Heck
Corporate Vice President

Dated: 11/4/2021

Subsidiaries

Company	Company Name	Jurisdiction	Effective Date	Print Name	Title	Signature	Signature Date
607	Mobileye Vision Technologies Ltd.	Israel	8/8/2017	Amnon Shashua	Director	/s/ Amnon Shashua	11/09/21
607A	Mobileye B.V.	Netherlands	8/8/2017	Tiffany Silva	Managing Director	/s/ Tiffany Silva	11/4/2021
607B	Mobileye, Inc.	United States	8/8/2017	Amnon Shashua	Director		
607C	Mobileye Japan Ltd.	Japan	8/8/2017	Amnon Shashua	Director	/s/ Amnon Shashua	11/09/21
607D	Mobileye Germany GmbH	Germany	8/8/2017	Amnon Shashua	Director		
629	Moovit App Global Ltd.	Israel	6/1/2020	Tiffany Silva	Director	/s/ Tiffany Silva	11/4/2021
629B	Moovit, Inc.	United States	5/5/2020	Tiffany Silva	Secretary		

Exhibit 10.19

LOAN AGREEMENT

LOAN AGREEMENT, dated as of April 21, 2022 (this "Agreement"), between Intel Overseas Funding Corporation, a Delaware corporation (the "Lender"), and Cyclops Holdings Corporation, a Delaware corporation (the "Borrower").

W I T N E S S E T H:

WHEREAS, the Borrower has determined to make a pro rata dividend distribution to its sole stockholder, the Lender (the "Distribution"); and

WHEREAS, in furtherance of the Distribution, the Borrower shall distribute to the Lender US $3,500,000,000 in the form of an intercompany term loan.

THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms shall have the meanings ascribed to them below or in the Sections of this Agreement indicated below:

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Borrowing Date" means April 21, 2022.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in New York, NY are authorized by law to close.

"Dollar" or "US$" means the lawful currency of the United States of America.

"Event of Default" has the meaning ascribed to such term in Section 8.01.

"Governmental Authority" means the government of the United States, or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Loan" has the meaning ascribed to such term in Section 2.01.

"Maturity Date" shall mean April 21, 2025.

"PIK Interest" has the meaning ascribed to such term in Section 3.01.

"Subsidiary" means, with respect to any person, any corporation, partnership, limited liability company, joint venture or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity or otherwise has the right to vote a majority of the voting shares of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such person or one or more Subsidiaries of such person.

ARTICLE II

THE LOAN

Section 2.01 The Loan. (a) Subject to the terms and conditions hereof, the Borrower hereby agrees to pay the Lender an aggregate principal amount of (i) US $3,500,000,000 *plus* (ii) all accrued and capitalized PIK Interest thereon which shall constitute additional principal in accordance with Section 3.01(a) below (the "Loan").

(b) The aggregate principal amount of the Loan (including all accrued and capitalized PIK Interest thereon) shall be payable to the Lender, together with accrued and unpaid interest thereon, on or before the Maturity Date. The Borrower's obligation to repay the Loan shall be evidenced by this Agreement.

Section 2.02 Optional Prepayment. Subject to Section 4.01, the Borrower shall have the right, at its option, on any Business Day, to prepay the Loan in whole or in part, without premium or penalty. Each prepayment hereunder shall be accompanied by interest on the principal amount of the Loan being prepaid to the date of prepayment.

ARTICLE III

INTEREST

Section 3.01 Interest(a). (a) The Borrower also promises to pay interest on the unpaid principal amount of the Loan (including all accrued and capitalized PIK Interest thereon) at a per annum rate equal to 1.26%. All computations of interest shall be made on the basis of a 360-day year, for the actual number of days elapsed in the relevant period (including the first day but excluding the last day).

(b) Interest will be payable quarterly in cash in arrears on the last Business Day of each March, June, September and December (commencing with June 30, 2022) and shall also be payable upon (x) any prepayment of the Loan (whether in whole or in part) to the extent accrued on the amount being prepaid and (y) the Maturity Date; *provided* that prior to June 30, 2024, such interest shall be paid by being automatically added to the outstanding principal amount of the Loan ("PIK Interest") and such PIK Interest shall thereafter constitute principal for all purposes of this Agreement.

(c) After the occurrence and during the continuance of an Event of Default (as defined below), the Borrower shall pay interest on past due amounts owing by it hereunder at a rate that is 2.00% per annum in excess of the rate of interest otherwise payable under this Agreement, to the fullest extent permitted by applicable law. Accrued and unpaid interest on such amounts (including interest on past due interest) shall be due and payable upon written demand.

(d) In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by the Borrower or inadvertently received by the Lender, then such excess sum shall be credited as a payment of principal, unless the Borrower shall notify the Lender, in writing, that the Borrower elects to have such excess sum returned to it. It is the express intent hereof that the Borrower not pay and that Lender not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by the undersigned Borrower under applicable law.

ARTICLE IV

PAYMENTS

Section 4.01 Method of Payment. All payments hereunder shall be made to the Lender in lawful money of the United States in same day funds, subject to Section 9.10, without deduction, set-off or counterclaim, at the office of the Lender on the date when due, or as otherwise mutually agreed to by the Borrower and the Lender. If the Loan or any other amount due hereunder becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day, and interest shall be payable thereon at the rate herein specified during such extension. Each payment made hereunder shall be credited first to interest then due and the remainder of such payment shall be credited to principal, and interest shall thereupon cease to accrue upon the principal so credited.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01 Representations and Warranties. The Borrower represents and warrants to the Lender that:

(a) The Borrower is a duly incorporated and validly existing corporation in good standing under the laws of the jurisdiction of its organization, (ii) the Borrower has the requisite corporate power and authority to execute, deliver and perform this Agreement and (iii) each of the Borrower and its Subsidiaries is in compliance with all laws, orders, writs and injunctions, except, with respect to this clause (iii), to the extent that failure to be so in compliance would not have a material adverse effect on the business, operations, properties, assets, condition (financial or otherwise) of the Borrower and its Subsidiaries or the ability of the Borrower to comply with its obligations under this Agreement (such a material adverse effect, a "Material Adverse Effect").

(b) All authorizations, consents, approvals, registrations, exemptions and licenses with or from governmental authorities which are necessary for the borrowing hereunder, the execution and delivery of this Agreement and the performance by the Borrower of its obligations hereunder have been effected or obtained and are in full force and effect.

(c) This Agreement constitutes the duly authorized, legally valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to the effect of any applicable laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(d) The execution, delivery and performance by the Borrower of this Agreement does not and will not (i) contravene or violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect and applicable to the Borrower or any of its Subsidiaries, or any property of the Borrower or any of its Subsidiaries, or (ii) violate the Borrower's organizational documents or the organizational documents of any of its Subsidiaries.

ARTICLE VI

CONDITIONS TO EFFECTIVENESS

Section 6.01 Conditions to Effectiveness. This Agreement shall be effective upon execution by each of Borrower and the Lender.

ARTICLE VII

COVENANTS

Section 7.01 Affirmative Covenants. Until repayment in full of the Loan and performance of all other obligations of the Borrower hereunder, and unless otherwise amended by the Lender in accordance with Section 9.03, the Borrower shall:

(a) Notify the Lender promptly after the discovery by any officer of the Borrower of the occurrence of (i) any Event of Default, or any event which with the giving of notice or lapse of time, or both, would constitute an Event of Default; (ii) any material litigation or proceedings that are instituted against the Borrower or its Subsidiaries or any of their respective assets; and (iii) any other development in the business or affairs of the Borrower or its Subsidiaries which could have a Material Adverse Effect; in each case describing the nature thereof and the action the Borrower proposes to take with respect thereto;

(b) Pay and discharge, and cause each of its Subsidiaries to pay and discharge, all material taxes, assessments and governmental charges upon it, its income and its properties prior to the date on which penalties are attached thereto, unless and to the extent only that such taxes, assessments and governmental charges shall be contested in good faith and by appropriate proceedings by the Borrower or such Subsidiary, as the case may be, and that the Borrower or such Subsidiary shall have set aside on its books adequate reserves therefor;

(c) Maintain its existence, and qualify and remain qualified to do business in each material jurisdiction in which the character of the properties owned or leased by it therein or in which the transaction of its business makes such qualification necessary and cause each of its material Subsidiaries so to do;

(d) Comply with the requirements of all agreements, contracts, laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except if the failure to comply therewith could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(e) Not directly or indirectly convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or a substantial part of its business assets to any person or entity other than a Subsidiary, without the express written consent of the Lender; and

(f) Not directly or indirectly make any distribution or similar payment to the direct or indirect holders of its equity interests (i) if at the time proposed for such payment an Event of Default has occurred and is continuing (or would result therefrom); or (ii) if at the time proposed for such payment any accrued and unpaid interest or other amounts due and payable (including any outstanding principal that is then due and payable) remain outstanding under this Agreement, without the express written consent of the Lender.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.01 Events of Default. If one or more of the following events (each, an "Event of Default") shall occur:

(a) The Borrower fails to pay any amount of principal under this Agreement when due and payable;

(b) The Borrower fails to pay any amount of interest or any other amount required to be paid under this Agreement when due and payable and such default shall have continued unremedied for a period of five Business Days;

(c) The Borrower fails to perform or observe any term, covenant or agreement contained in this Agreement, and such default shall have continued unremedied for a period of 30 days after any officer of the Borrower becomes aware of such default;

(d) Any representation or warranty made by the Borrower herein or any statement or representation made in any certificate, report or opinion delivered in connection herewith shall prove to have been incorrect or misleading in any material respect when made;

(e) Any obligation of the Borrower (other than its obligations hereunder) for the payment of borrowed money in excess of US $10,000,000 is not paid when due or becomes or is declared to be due and payable prior to the expressed maturity thereof, or there shall have occurred an event which, with the giving of notice or lapse of time, or both, would cause any such obligation to become, or allow any such obligation to be declared to be, due and payable;

(f) The Borrower or any material Subsidiary makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver of or any trustee for the Borrower or any Subsidiary or any substantial part of its property, commences any proceeding relating to the Borrower or any Subsidiary under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against the Borrower or any Subsidiary any such proceeding which remains undismissed for a period of 30 days, or the Borrower or any Subsidiary by any act indicates its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver of or any trustee for the Borrower or any Subsidiary or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of 60 days;

(g) there is entered against the Borrower or any Subsidiary of the Borrower a final judgment or order for the payment of money in an aggregate amount exceeding $100,000,000 and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of 60 consecutive days; or

(h) this Agreement, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or the satisfaction in full of all the obligations hereunder, ceases to be in full force and effect; or the Borrower or any Subsidiary of the Borrower contests in writing the validity or enforceability of any provision of this Agreement; or the Borrower denies in writing that it has any or further liability or obligation under this Agreement (other than as a result of repayment in full of the obligations hereunder), or purports in writing to revoke or rescind this Agreement (other than in accordance with its terms);

then upon the happening of any of the foregoing Events of Default which shall be continuing, the Loan shall become and be immediately due and payable upon written declaration to that effect delivered by the Lender to the Borrower; *provided* that upon the happening of any event specified in subsection (f) of this Section 8.01, the Loan shall be immediately due and payable without declaration or other notice to the Borrower. The Borrower expressly waives any presentment, demand, protest or other notice of any kind.

No failure or delay on the part of Lender to exercise any right, power or privilege under this Agreement and no course of dealing between the Lender and the Borrower shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Agreement are cumulative to, and not exclusive of, any rights or remedies that the Lender would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Lender to any other or further action in any circumstances without notice or demand.

ARTICLE IX

MISCELLANEOUS

Section 9.01 APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 9.02 Expenses. The Borrower agrees to pay all out-of-pocket expenses incurred by the Lender, including reasonable fees and disbursements of counsel, in connection with the enforcement of this Agreement.

Section 9.03 Amendments. Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and is signed by the Borrower and the Lender.

Section 9.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that the Borrower may not assign any of its rights hereunder without the written consent of the Lender.

Section 9.05 Cumulative Rights and No Waiver. Each and every right granted to the Lender hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of the Lender to exercise, and no delay in exercising, any right will operate as a waiver thereof, nor will any single or partial exercise by the Lender of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 9.06 Consent to Jurisdiction. Any judicial proceeding brought against the Borrower with respect to this Agreement may be exclusively brought in the courts of the State of New York, and any appellate court from any thereof, and, by its execution and delivery of this Agreement, the Borrower (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. The Borrower consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with the provisions of Section 9.08 and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Lender to bring proceedings against the Borrower in the courts of any other jurisdiction.

Section 9.07 Waiver of Trial by Jury**. THE BORROWER AND THE LENDER HEREBY IRREVOCABLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.**

Section 9.08 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing (including email communication) and if served by personal delivery upon the party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by an international courier service, or if sent by email; *provided* that confirmation of successful transmission is received, to the person at the following address:

If to the Borrower, at: c/o Intel Corporation
2200 Mission College Boulevard
Mail Stop RNB4-151
Attention: Corporate Legal Group
Email: ****

If to the Lender, at: c/o Intel Corporation
2200 Mission College Boulevard
Mail Stop RNB4-151
Attention: Corporate Legal Group
Email: ****

or to such other address as either party may specify by written notice to the other party.

Section 9.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

Section 9.10 Tax Matters(a). (a) The parties shall cooperate and produce on a timely basis any tax forms or reports reasonably requested by the other party in connection with any payment made by the Borrower to the Lender under this Agreement. Each party shall provide reasonable cooperation to the other party, at the other party's expense, in connection with any official or unofficial tax audit or contest relating to payments made by the Borrower to the Lender under this Agreement.

(b) In addition, in the event any of the payments made by the Borrower pursuant to Section 4.01 become subject to withholding taxes under the laws of any jurisdiction, the Borrower shall deduct and withhold the amount of such taxes for the account of the Lender to the extent required by law, such payment to the Lender shall be reduced by the amount of taxes deducted and withheld, and the Borrower shall pay the amount of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to the Lender an official tax certificate or other evidence of such tax obligations, together with proof of payment from the relevant Governmental Authority of all amounts deducted and withheld sufficient to enable the Lender to claim such payment of taxes. The Borrower will provide the Lender with reasonable assistance to enable the Lender to recover such taxes as permitted by law.

Section 9.11 Assignments. The Borrower may not assign any of its rights or obligations hereunder without the prior written consent of the Lender. The Lender may transfer or otherwise assign its rights and obligations under this Agreement to any affiliate of the Lender.

Section 9.12 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 9.13 Interpretation. The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Borrower

CYCLOPS HOLDING CORPORATION

By: /s/ Sharon Lynn Heck
Sharon Lynn Heck
President

Lender

INTEL OVERSEAS FUNDING CORPORATION

By: /s/ Tiffany Doon Silva
Tiffany Doon Silva
Director

Exhibit 10.20

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets forth the mutual intent and agreement of

STMicroelectronics N.V. ("ST"), a company organized and existing under the laws of The Netherlands, having its registered offices at WTC Schiphol Airport, Schiphol Boulevard 265, 1118 BH Schiphol Airport Amsterdam The Netherlands, acting through its Swiss branch, with a registered office at 39, chemin du Champ-des-Filles, 1228 Plan-les-Ouates, Geneva, Switzerland

and

Mobileye Technologies Limitied ("Mobileye") having offices at Julia House 3, Themistokli Dervis street, Nicosia, Cyprus.

Hereinafter individually called a "Party" and collectively called the "Parties"

RECITALS

A. This MOU reflects the understandings reached by both parties on the terms and conditions of a cooperation which would include joint development and manufacturing of a product referred to as the "EyeQ2" and manufacturing services for an existing product referred to as the "EyeQ1".

B. This MOU would be later replaced by a definitive agreement (the "Final Agreement") which is anticipated to reflect more elaborately the terms agreed upon in the MOU and add missing items when necessary. In case of possible conflict on items that have been agreed upon in this MOU, the MOU interpretation would be prevail.

AGREEMENT

The negotiation points below represent issues that have been discussed by the Parties and are to be used as a basis for preparing the Final Agreement.

1.0 Manufacturing Service Obligations for EyeQ1.

As requested by Mobileye, ST is available to assume the manufacturing services for the EyeQ1 device currently manufactured in TSMC.

Mobileye would provide free of charge to ST the EyeQ1 mask set to allow ST to have the device produced by TSMC.

1.1 Additionally, ST will assume the assembly and test services for the EyeQ1 device using the test programs written by Mobileye and agreed between the Parties in advance of testing.

1.2 Mobileye would perform qualification tests for the EyeQ1 in order the device to meet automotive qualification following the AEC-Q100 rev. F. In the event of any deficiencies in the qualification, ST will work with Mobileye to address any gaps in the EyeQ1.

1.3 ST would perform a test program review and acceptance of the existing EyeQ1 test program procedure.

1.4 ST would sell the EyeQ1 to Mobileye with an appropriate warranty that is consistent with the following points:

1.4.1 Mobileye will be responsible for all product failures that are a result of the product not meeting the EyeQ1 specification including design and mask errors.

1.4.2 ST will be responsible for failures due to manufacturing, testing and assembly.

1.4.3 ST will be responsible for failure analysis and ongoing improvements of test program, to be agreed between the Parties.

1.5 EyeQ1 responsibility handover would be completed by end of 2005.

2.0 Development Activities for EyeQ2.

EyeQ2 is a custom product intended for automotive image recognition systems. Block diagrams are outlined in Appendix A.

Mobileye will be principally responsible for the design of EyeQ2. ST is available to support Mobileye in the form of specific IP delivery, including standard cell libraries and memory compilers. ST is also available to provide assistance in design for test and design for manufacturability. More specifically, Mobileye and ST intend to work together to develop the EyeQ2 following the business scheme below:

ST Duties. And Mobileye Duties, Technical responsibilities and Schedule are defined in the APPENDIX A

3.0 Product Exclusivity.

3.1 Both the EyeQ1 and EyeQ2 are products that are specifically for Mobileye.

3.2 Mobileye is partnering exclusively with ST on the EyeQ1 and EyeQ2.

4.0 Support of Technical Issues.

4.1 If products fail to perform to applicable specifications, the products will be returned via a FAR (Failure Analysis Request). As required for practical reasons by Mobileye, ST systems will accommodate a service for issuing Failure Analysis to Mobileye's end customers directly after having informed in writing Mobileye of the results of the FAR. Mobileye expressly agrees to automatically accept any FAR issued by ST.

A FAR may or may not result in a Return Material Authorization (RMA),

4.2 ST will perform initial failure analysis on products returned from Mobileye's end customers, in accordance with the FAR process set forth above. 8D reports will be created as appropriate and will be provided to Mobileye and Mobileye's end customers; Mobileye expressly agrees to automatically accept any 8D issued by ST.

Mobileye and will assist as required for application related problems, including providing application boards and consultation for the failure analysis team.

4.3 Applications support and technical assistance are the responsibility of Mobileye.

5.0 CONFIDENTIALITY

For the purpose of this article 5.0, Confidential Information shall mean any information disclosed by either party ("the Discloser") to the other ("the Recipient") in pursuance of this agreement.

Confidential Information in tangible form will be marked by the Discloser with a legend identifying it as "CONFIDENTIAL" and Confidential Information disclosed verbally or by demonstration will be identified as confidential at the time of disclosure, and summarized in a written document that is sent to the Recipient of the Confidential Information within thirty (30) days after the disclosure.

Each Party undertakes to use the same degree of care as it uses with respect its own information of a similar nature to avoid disclosing the Confidential Information received from the other Party unless the Discloser previously consented in writing to such disclosure.

This undertaking will not apply to any information that:

(a) is in the public domain at the time of disclosure to the Recipient or, thereafter enters the public domain without breach of the terms of this Agreement;

(b) is already known by the Recipient at the time of disclosure;

(c) is subsequently developed by or on behalf of the Recipient independently of the Discloser's Confidential Information;

(d) becomes known from a third party without breach of the terms of this Agreement.

ST and Mobileye shall not use the Confidential Information for another or other purposes than for the joint development and manufacturing of "EyeQ2" and manufacturing services for "EyeQ1".

Either Party may disclose any Confidential Information hereabove to its employees having the reasonable need for access to such Confidential Information in connection with or during the performance of this Agreement and the Parties shall ensure that such employees comply with the provisions of this article.

ST reserves the right and Mobileye agrees that ST may disclose the Confidential Information of Mobileye to any of the Affiliates on a "need to know" basis, and ST shall ensure that such Affiliates comply with the provisions of this MOU.

6.0 **Intellectual Property Rights**.

6.1 Each Party will continue to own all background technology it brings to the relationship.

6.2 Mobileye shall own all of the technologies developed solely by Mobileye and will have the right to modify, adapt, or extend them in any fashion it chooses.

6.3 ST shall own all of the technologies developed solely by ST, ST and will have the right to modify, adapt, or extend them in any fashion it chooses.

6.4 ST will grant Mobileye the necessary non-exclusive licenses to use the delivered ST IPs solely for the purpose of designing and selling the EyeQ2 product.

6.5 Mobileye shall grant ST the necessary licenses for manufacturing and selling to Mobileye the EyeQ2 product.

7.0 **Publicity**.

The Parties agree to issue a mutually agreed upon press release related to the subject matter of the Final Agreement immediately after the signature of MOU.

8.0 **Sales**.

8.1 ST will ship the EyeQ1 and EyeQ2 directly to the end customer address as specified by Mobileye.

8.2 Invoicing will be between end customer and Mobileye and between Mobileye and ST.

8.3 ST will sell the EyeQ1 and EyeQ2 to Mobileye according to ST's terms and conditions of sale (in particular with a 3 Years product warranty) that have to be compliant with the terms and conditions of sale of Mobileye versus its end customer. To remove doubt, ST's terms and conditions should reflect the standard practice given by ST, on other similar ST products, to Mobileye's end customers. In the event of a conflict between the MOU and ST's standard terms and conditions, the MOU shall prevail.

8.4 EyeQ1 and EyeQ2 devices would bear the branding of both Parties.

8.5 Mobileye will sell the EyeQ1 and EyeQ2 together with the Mobileye specific software to its end customers as Mobileye products under the terms and conditions established by Mobileye directly with its end customers. Mobileye is liable to its end customers for the products sold by Mobileye.

8.6 The natural expiration of the Final. Agreement will not prevent Mobileye from purchasing products under ST's standard terms and conditions of sale as consistent with Section 8.3.

8.7 End of life initiated by ST without concurrence from Mobileye (referred to herein as a "unilateral" end of life) for EyeQ1 and EyeQ2 cannot occur within the first six (6) years from qualification.

8.8 Termination of agreement prior to production of EyeQ1 and/or EyeQ2 will only be permitted for cause or for failure of EyeQ1 and/or EyeQ2 to meet technical feasibility criteria.

8.9 In the event that ST issues a unilateral end-of-life notice for EyeQ1/EyeQ2, ST would transfer, free of charge, all the accumulated changes to the test program, burn-in boards, test boards, and qualification boards.

8.10 In the event that ST issues a unilateral end-of-life notice for the EyeQ1 or EyeQ2, ST will provide the end-of-life notice under the following terms: provided that a three (3) years production warranty is in any way released to Mobileye, ST will provide three (3) years advance notice of end-of-life and ST will allow up to twelve (12) months for Mobileye to place orders following the expiration of the three (3) years notice, and twelve (12) months for Mobileye to take final delivery of the products. For clarification, a unilateral end-of-life would take effect no sooner than ten (10) years from qualification.

9.0 **Quality**.

9.1 ST would be accessible to Mobileye end customers and assist in responding to audits, and common quality reporting requests which are consistent with ST's current practices. Mobileye may not contractually commit to audits of ST or ST's manufacturing facilities without ST's express written approval.

9.2 ST will comply with ST's automotive quality policies as expected by Mobileye's end customers. Mobileye must manage end customer's quality policies.

10.0 Non-Competition

During the lifetime of this MOU and for eighteen (18) months after termination or expiration of this MOU, ST shall not engage in the sale of a custom device, which is designed and marketed as an application specific (ASIC) to one or more of the existing applications running on EyeQ1 or EyeQ2.

The exclusivity relation between the Parties assumes the following: (1) ST shall actively promote EyeQ1 and EyeQ2 to its automotive customers by, among other things, including EyeQ1 and EyeQ2 in any materials (catalogues) it provides to customers on its future plans for automotive microprocessors; and (2) ST shall not develop with another party a device for use in automotive specific image recognition applications equal or resembling to the specific applications promoted by Mobileye on the EyeQ1 and EyeQ2 devices. If items (1) or (2) are violated then the exclusivity expires, however, this does not constitute a cause for termination of the agreement.

11.0 Various

If Mobileye ceases doing business or, in connection with bankruptcy proceedings is no longer supplying the EyeQ1 or EyeQ2 to its customers directly, ST agrees that it shall accept purchase orders from Mobileye customers authorized in writing (and in subject to such written authorization) to make such and for any then-existing EyeQ1 and EyeQ2 products under the same terms and conditions applicable to purchase orders accepted from Mobileye in the immediately preceding 12 months, or if no purchase orders were accepted during such period, under commercially reasonable terms and conditions. ST agrees that it shall execute any documents reasonably requested by Mobileye to evidence this obligation to customers.

Mobileye shall have the right to assign this MOU in connection with a merger, corporate reorganization, acquisition, or sale of all or substantially all of the assets to which this MOU pertains.

1. Cancellation issue:

Mobileye can cancel or reduce the amount of an order before wafer start.

2. Conditions of payment:

Payment should be within 45 days of receipt of invoice except as otherwise agreed in writing.

12.0 NRE & Fees

The following outlines the fees that have been discussed:

- $*** at contract signature for design libraries and basic IPs delivery.
- $*** at tapeout.
- $*** at first samples delivery.
- $*** would be deducted from the *** devices at $*** per unit.

13.0 Budget Pricing: EyeQ1

Volume	2006	2007	2008	2009	2010	2011
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***

These prices are based on the following assumptions:

[10 LINES REDACTED]

14.0 Budget Pricing: EyeQ2

Volume	2008	2009	2010	2011	2012
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***

These prices are based on the following assumptions:

[7 LINES REDACTED]

15.0 Duration.

This MOU provides the guidelines for the Final Agreement between the Parties. The MOU will be replaced by the Final Agreement which will contain more technical details about the technical activities of both Parties and additional elaborations and appendices as required. Following the signature of this MOU both Parties would immediately fix the necessary steps to start the cooperation.

16.0 Disputes.

All disputes between the Parties in connection to this MOU shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within 45 days after giving notice to the defaulting party, then the dispute will be submitted to the Court of the jurisdiction of London, England. This agreement shall be governed by and construed in accordance with the laws of England.

All the above read, confirmed and signed.

STMicroelectronics N.V.

By: Ugo Carena
Title: Corporate VP STMicroelectronics
Signature: /s/ Ugo Carena
Date and place: Agrate, October 28, 2005

Mobileye Technologies Limitied

By: Ziv Aviram
Title: President and CEO
Signature: /s/ Ziv Aviram
November 2, 2005

STM — ME Agreement appendix **28 October 2005**

*****[APPENDIX A TO THE MOU BETWEEN MOBILEYE & ST MICROELECTRONICS ON EYEQ2 ASIC (8 PAGES) REDACTED]*****

From: Ofer Maharshak
Sent: 16:19 2010 [Hebrew text] 08 [Hebrew text]
To: Martin Russell DUNCAN
Cc: Amnon Shashua; Ziv Aviram; Mordehay CHOUCHAN; Elchanan Rushinek
Subject: RE: EyeQ3 budgetary quotation

Tracking:	**Recipient**	**Delivery**
	Martin Russell DUNCAN	
	Amnon Shashua	
	Ziv Aviram	
	Mordehay CHOUCHAN	
	Elchanan Rushinek	Failed: 08/06/2010 16:19

Hi Martin,

Thank you for your prompt response.

Following an internal review we decided to accept your offer. For the sake of minimizing possible mis-understanding please find below the terms as we understood them:

[4 LINES REDACTED]

3. EyeQ2 – prices will be adjusted as follows:

EyeQ2

Accumulated from 1st unit	2010	2011	2012	2013	2014
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***

All other business terms will be identical to EyeQ1 and EyeQ2.

I suggest a simple addendum to reflect the above.

Martin - thank you very much for your support and help during this period that enabled us to come to this point and continue our true partnership. I am confident that both companies will benefit from this.

On behalf of Mobileye, Thank you and ST team!

Ofer.

Ofer Maharshak
Chief Financial Officer
Mobileye
P: +972 2 5417375
M: +972 54 4850289

From: Martin Russell DUNCAN [mailto:martin.duncan©st.com]
Sent: Tuesday, June 08, 2010 12:10 PM
To: 'Martin Russell DUNCAN'; elchanan
Cc: Amnon Shashua; Ziv Aviram; Ofer Maharshak; 'Mordehay CHOUCHAN'
Subject: RE: EyeQ3 budgetary quotation

Dear all,

I hope this is a little closer to your expectations for the high volumes that we are envisaging. If you wish to discuss further, please do not hesitate to call me and I will make myself available as I know this is very urgent to you.

[22 LINES REDACTED]

Best regards, Martin

Amendment 3 to the Memorandum of understanding

This Amendment to the Memorandum of Understanding is made this day 2nd of April 2013 by and between:

STMicroelectronics International N.V., a Dutch Corporation, with a Swiss Branch and its Headquarters located at 39, Chemin du Champ-des-Filles, Plan-les-Ouates, 1228 Geneva, Switzerland ("ST")

and

Mobileye Technologies Limited, having offices at Julia House 3, Themistokli Dervis street, Nicosia, Cyprus ("Mobileye")

hereinafter collectively "Parties" and individually "Party"

Whereas

- on November 2, 2005 the Parties entered into a Memorandum of Understanding ("MOU") reflecting the understandings of both Parties on a cooperation for the development and manufacturing of a product named "EyeQ2" and for manufacturing services for a product named "EyeQ1";
- on October 26, 2006, the Parties signed an agreement implementing the MOU in relation to the costs connected to a new silicon revision of the "EyeQ1", and granting to ST additional NRE fees;
- on December 3, 2009, the Parties signed an agreement revising the budget pricing related to the "ByeQ2".

NOW THEREFORE, in consideration of the recitals hereabove and subject to the terms, conditions and covenants set forth hereunder, ST and Mobileye agree as follows:

1. Definitions

All defined terms consisting of one or more words bearing an initial capitalized letter used and not defined herein shall have the meanings assigned to them in the Agreement as amended hereby.

2. Amendments

Section 15.0 of the MOU is hereby amended and restated in its entirety and shall read as follows:

This MOU shall be legally binding on the Parties and in force until the execution by the Parties of a "Final Agreement" (is defined in the MOU) or December 31, 2022 whichever event occurs first"

3. General

3.1 ***Entire Agreement***

This Amendment acts forth the entire agreement of the Parties hereto with respect to the matters coveted herein and, except as otherwise provided herein, supersedes, all prior agreements, covenants, arrangements, communications, representations and warranties, whether oral or written by any officer, employee or representative of any of either Party, it being acknowledged, however, that other than those sections specifically amended in Article 2 herein, nothing in-this Amendment shall affect the validity and enforceability of the provisions of the Agreement.

3.2 ***Amendment***

No amendment to any provision of this Amendment shall be effective or binding on either of the Parties unless set forth in writing and executed by a duly authorized representative of each Party.

3.3 ***Severability***

In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalidity, illegality or unenforceability of any provision in this Amendment in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

3.4 ***Counterparts***

This Amendment shall be executed in two counterparts, each of which shall be deemed to be an original, and all shall constitute one and the same agreement.

3.5 ***Governing Law and Dispute Resolution***

This Amendment shall be governed by and interpreted according to the terms and conditions set forth in Section 16.0 of the MOU.

All disputes arising out of or in connection with this Amendment shall be finally settled according to the terms and conditions set forth in Section 16.0 of the MOU.

4. Entry into Force

This Amendment comes into effect on January 1st, 2013.

IN WITNESS WHEREOF, this Amendment is signed by duly authorized representatives of the Parties at the date mentioned on the first page of this Amendment n. 1.

STMicroelectronics International N.V.		**Mobileye Technologies Limited**	
Name:	Marco Maria Monti	**Name:**	Ziv Avram
Title:	General Manager, Executive Corporate Vice President	**Title:**	CEO
Date:	22-06-2013	**Date:**	26-5-2013
Signature:	/s/ Marco Maria Monti	**Signature:**	/s/ Ziv Avram
Name:	Paul Grimme	**Name:**	Chrystalla Mylona for and on behalf of Evan Directors LTD.
Title:	Executive Vice President	**Title:**	Director
Date:	30-04-2013	**Date:**	03-06-2013
Signature:	/s/ Paul Grimme	**Signature:**	/s/ Chrystalla Mylona

Execution Copy

AGREEMENT BETWEEN

INTEL CORPORATION AND INTEL SUBSIDIARIES

This agreement ("**Agreement**"), dated March 4, 2014 ("**Agreement Date**"), is made by Intel Corporation, a Delaware corporation ("**Intel**") and each of the entities as listed on the signature pages of this Agreement and each entity that subsequently becomes a party to this Agreement pursuant to paragraph 6.8 (each, a "**Subsidiary**"). The "**Effective Date**" of this Agreement for each entity that is at least 50% owned or controlled (directly or indirectly) by Intel as of the Agreement Date, is the Agreement Date. For an entity that becomes at least 50% owned or controlled (directly or indirectly) by Intel after the Agreement Date, the "**Effective Date**" will have the meaning set forth in Section 6.8.

BACKGROUND

- Intel has certain rights to sublicense or extend rights under various patents and patent applications owned or controlled by entities that (i) are less than 50% owned or controlled (directly or indirectly) by Intel ("**Third Parties**") and (ii) have entered into a written agreement with Intel granting Intel rights under their patents before the Effective Date (the "**Sublicensable Third-Party Patents**");

- Intel has entered into written agreements with Third Parties granting rights under such Third Parties' patents and patent applications to certain subsidiaries of Intel (the "**Third-Party Patent Agreements**");

- Intel may obtain certain rights after the Effective Date to sublicense or extend rights under additional patents and patent applications owned or controlled by Third Parties that have entered into a written agreement with Intel granting Intel rights under such Third Parties' patents and patent applications (the "**Future Sublicensable Third-Party Patents**");

- Intel may after the Effective Date enter into written agreements with Third Parties granting rights under such Third Parties' patents and patent applications to certain subsidiaries of Intel (the "**Future Third-Party Patent Agreements**");

- Intel desires, to the fullest extent it has the right to do so, to grant or extend to Subsidiary royalty-free, nonexclusive, nontransferable, worldwide licenses, sublicenses or rights under all Sublicensable Third-Party Patents and Future Sublicensable Third-Party Patents;

- In consideration of such licenses, sublicenses or other rights, Subsidiary is willing to comply with all of Intel's undertakings and obligations required for Subsidiary to receive and maintain licenses, sublicenses or other rights under the applicable Third-Party Patent Agreements and Future Third-Party Patent Agreements;

- Subsidiary may own or control patents and patent applications now or in the future during the term of this Agreement while that Subsidiary is at least 50% owned or controlled

(directly or indirectly) by Intel (for each Subsidiary, the "**Subsidiary-Controlled Patents**"); and

- Subsidiary desires, to the fullest extent it has the right to do so, to grant to Intel royalty-free, nonexclusive, nontransferable, worldwide licenses under all of its Subsidiary-Controlled Patents, with the right to grant sublicenses to other Subsidiaries and to Third Parties to the extent required for Intel to comply with its obligations under the Third-Party Patent Agreements and the Future Third-Party Patent Agreements.

Therefore, the parties agree as follows:

1. LICENSES TO SUBLICENSABLE THIRD-PARTY PATENTS

1.1 Intel hereby grants or extends, to the fullest extent Intel has the right to do so, to Subsidiary a royalty-free, nonexclusive, nontransferable, worldwide license, sublicense or other rights under each Sublicensable Third-Party Patent, effective retroactively during the period starting on the patent's Rights Vesting Date and ending on the Effective Date. Subsidiary hereby agrees, effective retroactively during that period, to comply with all Intel's undertakings and obligations relating to its Subsidiaries under the Third-Party Patent Agreements required for Subsidiary to receive and maintain such licenses, sublicenses and other rights. For purposes of this Section 1, "**Rights Vesting Date**" means, as to Subsidiary and each Sublicensable Third-Party Patent licensed hereunder, the date Intel first had the right to grant sublicenses or other rights under the Sublicensable Third-Party Patent to that Subsidiary in accordance with this Agreement.

1.2 Intel hereby grants or extends, to the fullest extent Intel has the right to do so, to Subsidiary a royalty-free, nonexclusive, nontransferable, worldwide license, sublicense or other rights under each Sublicensable Third-Party Patent, effective as of the Effective Date and continuing for as long as Intel has the right to grant sublicenses or other rights under the Sublicensable Third-Party Patent in accordance with this Agreement. Subsidiary hereby agrees to comply, from and after the Effective Date, with all Intel's undertakings and obligations relating to its Subsidiaries under the Third-Party Patent Agreements required for Subsidiary to receive and maintain such licenses, sublicenses and other rights.

2. LICENSES TO FUTURE SUBLICENSABLE THIRD-PARTY PATENTS

2.1 Unless Intel specifically provides notice to a Subsidiary at any time in accordance with Section 3, subject to the terms of this Agreement, Intel hereby grants or extends to Subsidiary, effective as of the earliest date that Intel has the right to do so, royalty-free, nonexclusive, nontransferable, worldwide licenses, sublicenses or other rights under all Future Sublicensable Third-Party Patents to the fullest extent that Intel has the right to do so.

2.2 Subsidiary hereby agrees to comply with all Intel's undertakings and obligations relating to its Subsidiaries under the Future Third-Party Patent Agreements required for Subsidiary to receive and maintain such licenses, sublicenses and other rights.

3. REVOCATION

At any time, including at any time before or after Intel receives the right to sublicense or extend rights under any Sublicensable Third-Party Patent or Future Sublicensable Third-Party Patent, Intel may notify Subsidiary in writing:

(i) that one or more Sublicensable Third-Party Patents or Future Sublicensable Third-Party Patents, or specific claims thereof, are excluded from the licenses, sublicenses or other rights granted or extended to that Subsidiary in paragraphs 1.1, 1.2 or 2.1; or

(ii) that Intel revokes (effective as of the date specified by Intel), in whole or in part, any licenses, sublicenses or other rights previously granted or extended to Subsidiary pursuant to paragraphs 1.1, 1.2 or 2.1 with respect to one or more Sublicensable Third-Party Patents or Future Sublicensable Third-Party Patents or specific claims thereof.

4. LICENSES TO SUBSIDIARY-CONTROLLED PATENTS

4.1 Subsidiary hereby grants or extends, to the fullest extent Subsidiary has the right to do so, to Intel a royalty-free, nonexclusive, nontransferable, perpetual, irrevocable, worldwide license under each Subsidiary-Controlled Patent, with the right to grant the sublicenses set forth in this Section 4, effective retroactively during the period starting on the patent's Rights Vesting Date and ending on the Effective Date. For purposes of this Section 4, "**Rights Vesting Date**" means, as to Subsidiary and each of its Subsidiary-Controlled Patents, the date on which the Subsidiary first had the right to grant the rights set forth herein under the Subsidiary-Controlled Patent to Intel in accordance with this Agreement.

4.2 Subsidiary hereby grants or extends, to the fullest extent Subsidiary has the right to do so, to Intel a royalty-free, nonexclusive, nontransferable, perpetual, irrevocable, worldwide license under each Subsidiary-Controlled Patent, with the right to grant the sublicenses set forth in this Section 4, effective as of the Effective Date and continuing for the life of the Subsidiary-Controlled Patent.

4.3 The licenses granted by Subsidiary in paragraphs 4.1 and 4.2 include the right for Intel to grant or extend royalty-free, nonexclusive, nontransferable sublicenses or rights to the fullest extent that it has the right to do so to

(i) Third Parties to the fullest extent required for Intel to comply with its obligations under the Third-Party Patent Agreements and Future Third-Party Patent Agreements; provided, that the scope of those sublicenses will be limited by and subject to the applicable terms of the Third-Party Patent Agreements and Future Third-Party Patent Agreements; and

(ii) other Subsidiaries and any other entities that are at least 50% owned or controlled (directly or indirectly) by Intel to use, make, have made, sell, offer to sell, import and otherwise dispose of products and services used, manufactured, licensed or sold by such other Subsidiaries, entities or Intel.

4.4 Unless a later date or different term is specified by Intel, any sublicense granted or extended by Intel to a Third Party under a Third-Party Patent Agreement or Future Third-Party Patent Agreement under a Subsidiary-Controlled Patent will be automatically effective on the earliest date when both (a) the Third-Party Patent Agreement or Future Third-Party Patent Agreement first became effective, whether before or after the date of this Agreement, and (b) the Subsidiary first became at least 50% owned or controlled (directly or indirectly) by Intel.

4.5 Intel hereby grants or extends, to the fullest extent Intel has the right to do so, a royalty-free, nonexclusive, nontransferable, worldwide sublicense under each Subsidiary-Controlled Patent to Subsidiaries who do not own or control such Subsidiary-Controlled Patent, effective retroactively during the period starting on the patent's Rights Vesting Date and ending on the Effective Date.

4.6 Intel hereby grants or extends, to the fullest extent Intel has the right to do so, a royalty-free, nonexclusive, nontransferable, worldwide sublicense under each Subsidiary-Controlled Patent to Subsidiaries who do not own or control such Subsidiary-Controlled Patent, effective as of the Effective Date and continuing as long as Intel has the right to grant sublicenses or other rights under the Subsidiary-Controlled Patent and the Subsidiary is at least 50% owned or controlled (directly or indirectly) by Intel.

4.7 The license to each Subsidiary-Controlled Patent granted by Subsidiary to Intel under paragraphs 4.1 and 4.2 will continue for the life of the Subsidiary-Controlled Patent even if the Subsidiary ceases to be at least 50% owned or controlled (directly or indirectly) by Intel and even if Intel exercises any of its rights under Section 3. However, the licenses granted by Subsidiary to Intel under paragraphs 4.1 and 4.2 will not apply to any patents or patent applications acquired or filed by Subsidiary after such Subsidiary ceases to be at least 50% owned or controlled (directly or indirectly) by Intel unless otherwise agreed by that Subsidiary and Intel or required under any Third-Party Patent Agreement or Future Third-Party Patent Agreement.

5. TERM AND TERMINATION

5.1 This Agreement will continue in effect until the expiration of the last to expire of the Sublicensable Third-Party Patents, Future Sublicensable Third-Party Patents, Subsidiary-Controlled Patents, and other patent rights licensed or sublicensed hereunder or under any Third-Party Patent Agreement or Future Third-Party Patent Agreement, unless sooner terminated as provided in paragraph 5.2.

5.2 Intel may terminate this Agreement as it pertains to one or more Subsidiaries at any time by giving notice of termination to the applicable Subsidiary. Upon termination of this Agreement as it pertains to one or more Subsidiaries, the licenses, sublicenses or other rights granted or extended to those Subsidiaries under this Agreement will terminate. Section 4 will survive any termination of this Agreement, except that Intel may terminate any sublicense it has granted under any or all Subsidiary-Controlled Patents or any claims thereof at any time.

5.3 The licenses, sublicenses or other rights granted or extended to a Subsidiary in paragraphs 1.1, 1.2 and 2.1 will automatically terminate as to each Sublicensable Third-Party

Patent and Future Sublicensable Third-Party Patent to the extent that Subsidiary is no longer entitled to receive such license, sublicense or rights pursuant to Intel's applicable Third-Party Patent Agreement or Future Third-Party Patent Agreement with the Third Party (e.g., if the Subsidiary ceases to be a "Subsidiary" as defined in the applicable agreement).

6. MISCELLANEOUS PROVISIONS

6.1 THE SUBLICENSABLE THIRD-PARTY PATENTS, FUTURE SUBLICENSABLE THIRD-PARTY PATENTS AND SUBSIDIARY-CONTROLLED PATENTS ARE LICENSED, SUBLICENSED OR EXTENDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. INTEL AND SUBSIDIARY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Without limiting the generality of the foregoing, nothing contained in this Agreement will be construed as:

(a) a warranty or representation by a party as to the validity or scope of any class or type of patent, utility model or design patent;

(b) a warranty or representation by a party that any manufacture, sale, lease, use, or other disposition of products covered by the Sublicensable Third-Party Patents, Future Sublicensable Third-Party Patents or Subsidiary-Controlled Patents will be free from infringement of patents, utility models or design patents;

(c) an agreement by a party to bring or prosecute actions or suits for infringement against third parties, or conferring any right to bring or prosecute actions or suits for infringement against third parties;

(d) conferring by implication, estoppel, or otherwise upon any party any license or other right under any class or type of patent, utility model, or design patent other than the licenses, sublicenses and rights expressly granted or extended pursuant to this Agreement; or

(e) an agreement by Intel to enforce, maintain or defend any license with any third party for any Sublicensable Third-Party Patent or Future Sublicensable Third-Party Patent.

6.2 Subsidiary may not assign or transfer (by operation of law or otherwise) this Agreement or any of its rights, privileges or obligations granted or extended under this Agreement, without the prior written consent of Intel.

6.3 No modification, alteration, addition, or change in the terms of this Agreement will be binding on a party unless reduced to writing and duly executed by Intel and the Subsidiary to be bound.

6.4 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, public policy or otherwise, such term or provision shall be excluded to the extent of such invalidity, illegality or unenforceability regardless of the nature of the term or other provision and all other terms and provisions of this Agreement shall nevertheless remain

in full force and effect. On a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties must negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible, in a mutually acceptable manner, in order that the transactions contemplated by this Agreement shall be consummated as originally contemplated to the fullest extent possible.

6.5 This Agreement and matters connected to the performance thereof will be governed by the laws of the State of Delaware, without respect to the choice-of-law provisions thereof.

6.6 This Agreement will not be construed to confer any right or benefit on any party other than the parties hereto and their permitted successors and assigns.

6.7 No waiver of any provision of this Agreement will be effective unless it is a signed writing by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

6.8 Any entity that is at least 50% owned or controlled (directly or indirectly) by Intel may become a party to this Agreement by executing a New Subsidiary Agreement in substantially the form attached as Exhibit A. Upon execution of a New Subsidiary Agreement by that entity and Intel, that entity will be treated as a Subsidiary under this Agreement and will be bound by this Agreement; provided, that the "**Effective Date**" of this Agreement for such entity will be the later of the date that such entity (a) became at least 50% owned or controlled (directly or indirectly) by Intel and (b) executed a New Subsidiary Agreement in substantially the form attached as Exhibit A.

The parties hereto have caused this Agreement to be duly executed on the date first written above.

[*Signature blocks attached in the following pages.*]

New Subsidiary Agreement

Reference is made to the Agreement between Intel Corporation and Intel Subsidiaries, dated as of March 4, 2014 ("Subsidiary Agreement"). The undersigned hereby agrees to be bound by and to be treated as a "Subsidiary" under the Subsidiary Agreement.

Dated: August 8, 2017

A. Shashua

Mobileye B.V.

Mobileye Vision Technologies Ltd.

Mobileye Inc.

Mobileye Japan Ltd.

Mobileye (Shanghai) Automotive Service Co. Ltd.

Mobileye Technologies Limited

Azorei Kisalon Ltd.

Mobileye Germany GmbH

Printed Name: Amnon Shashua

Title: Mobileye Group CEO and CTO

SHARE & NOTE SALE AND PURCHASE AGREEMENT

PARTIES:

I. INTEL FINANCE B.V., a private company with limited liability *(besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce under number 57978972 ("**Seller**");

II. MOBILEYE B.V., a private company with limited liability *(besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, its place of business at 13 Hartom Street, PO Box 45157, 97775 Jerusalem, Israel, and registered with the trade register of the Chamber of Commerce under number 34158597 ("**Purchaser**"),

Seller and Purchaser hereafter collectively referred to as "**Parties**" and each individually "**Party**".

RECITALS:

A. The Parties form part of the Intel Corporation (INTC) group of companies.

B. In relation to a restructuring project, sufficiently known to the Parties as Project Oak, the Parties have agreed on a transaction whereby Seller shall sell and transfer certain shares and certain capital notes held by it to the Purchaser (the "**Transaction**").

C. The Parties have obtained all relevant internal and external approvals for entering into this agreement and for effectuating the Transaction, and now wish to lay down in writing their agreement and arrangements in relation to the Transaction.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this agreement the following definitions are used:

Effective Date	May 31, 2022;
Capital Note #1	means the first capital note, issued by GG Acquisition Ltd, a corporation duly organized under the laws of the state of Israel, for the Seller as note holder, effective as of May 4, 2020;
Capital Note #2	means the second capital note, issued by GG Acquisition Ltd, a corporation duly organized under the laws of the state of Israel, for the Seller as note holder, effective as of May 4, 2020;

Capital Note #3	means the third capital note, issued by GG Acquisition Ltd, a corporation duly organized under the laws of the state of Israel, for the Seller as note holder, effective as of May 4, 2020;
Capital Note #4	means the fourth capital note, issued by GG Acquisition Ltd, a corporation duly organized under the laws of the state of Israel, for the Seller as note holder, effective as of May 4, 2020;
Notes	means the Capital Note #1, the Capital Note #2, the Capital Note #3, and the Capital Note #4;
Notes Purchase Price	has the meaning given in clause 4;
Parties or **Party**	has the meaning given to it in the preamble of this Agreement;
Purchase Price	has the meaning given in clause 4;
Purchaser	has the meaning given in the preamble of this Agreement under II;
Seller	has the meaning given in the preamble of this Agreement under I; and
Shares	means 100 ordinary shares, par value NIS 0.01 each, of GG Acquisitions Ltd., a company incorporated under the laws of the State of Israel, Company No. 516186376 ("**GG**");
Shares Purchase Price	has the meaning given in clause 4;
Transaction	has the meaning given in Recital B.

2. SALE OF THE SHARES AND THE NOTES

2.1. The Seller hereby sells and agrees to assign, transfer, set over, convey and deliver to the Purchaser, and the Purchaser hereby purchases and agrees to acquire, take over, assume and accept from the Sellers, with effect as of May 31, 2022 the Shares and the Notes.

2.2. Subject to the terms and conditions set out herein, transfer of the Shares and the Notes shall take place in accordance with clause 3 of this Agreement.

2.3. The legal transfer of the Shares and the Notes shall – if and to the extent permitted by law – be effective as of May 31, 2022, and the economic benefit and risk of the Shares and the Notes shall be for the benefit and account of Seller until (but excluding) May 31, 2022. From (and including) May 31, 2022, the economic benefit and risk of the Shares and the Notes shall be for the benefit and account of the Purchaser.

3. TRANSFER

Transfer of the Shares and the Notes will take place with effect as from May 31, 2022 free and clear of any and all liens and encumbrances, in accordance with the following and with all other legal requirements under any applicable law:

a. the Shares shall be transferred by way of the Parties executing the share transfer deed attached hereto as **Schedule 1** (*Share transfer Deed*) and updating the share register of GG;

b. the Notes shall be transferred by way of the Parties executing the *deed of assignment* attached hereto as **Schedule 2** (*Deed of Assignment*); the Parties have given notice to the debtor under the Notes of the intended transfer and assignment of the Notes; the debtor has accepted the transfer and assignment of the Notes.

4. PURCHASE PRICE AND SETTLEMENT

4.1 The purchase price payable by the Purchaser to the Seller for the Shares shall be NIS 1 (the "**Shares Purchase Price**"). The purchase price payable by the Purchaser to the Seller for the Notes shall be USD 899,999,999.70 (the "**Notes Purchase Price**"; the Notes Purchase Price and the Shares Purchase Price jointly the "**Purchase Price**").

4.2 If and as required under applicable law, the Purchase Price shall be paid by the Purchaser to the Seller after deducting any applicable withholding tax that may be due on account thereof, pursuant to applicable law, unless the Seller has provided the Purchaser with a certificate of exemption from tax withholding (or a certificate of reduced tax withholding) from the Israel Tax Authorities (the "**ITA**") in a form reasonably satisfactory to the Purchaser, in which case the Purchaser shall act in accordance with the certificate of exemption from tax withholding (or the certificate of reduced tax withholding).

5. REPRESENTATIONS AND WARRANTIES

5.1. The Seller represents and warrants that it has the right to transfer title to the Shares and that it sells and transfers the Shares and the Notes free from all liens, pledge, charges and encumbrances and from all other rights exercisable by or claims by third parties, unless expressly provided in this Agreement.

5.2. The Seller represents and warrants that it has fairly presented to Purchaser the financial condition of GG in all material respects, and that as of the date hereof, GG has no material liabilities or obligations, contingent or otherwise, which would have a material adverse effect on the financial condition of GG.

5.3. All other representations and warranties, whether express or implied, other than the representations and warranties in this Agreement are hereby excluded to the fullest extent possible.

6. MISCELLANEOUS

6.1. Assignment

Without the prior written consent of the other Party, rights under this Agreement cannot be assigned or encumbered (*goederenrechtelijk onoverdraagbaar en niet te bezwaren*) as provided for in Article 3:83(2) of the Dutch Civil Code (*Burgerlijk Wetboek*), nor can any rights or obligations under this Agreement in any way be transferred or disposed of.

6.2. Entire agreement

This Agreement contains the entire agreement between the Parties on its subject matter. This Agreement replaces and supersedes any previous written or oral agreements between the Parties about the matters dealt with in this Agreement.

6.3. Amendment

This Agreement can only be amended by a written and signed agreement between the Parties.

Each Party waives its right under Article 6:230(2) of the Dutch Civil Code (*Burgerlijk Wetboek*) to request a competent court to amend this Agreement. The other Party hereby accepts this waiver.

6.4. Exclusions Title 1 Book 7 Dutch Civil Code

Articles 7:17 and 7:20 through 7:23 of the Dutch Civil Code (*Burgerlijk Wetboek*) will not apply to this agreement.

6.5. No recission / nullification

Each Party hereby waives to the extent permitted by law, the right to (i) rescind (*ontbinden*) this Agreement in whole or in part, (ii) nullify (*vernietigen*) this Agreement in whole or in part, (iii) otherwise terminate this Agreement in whole or in part or (iv) to seek the rescission (*ontbinding*), or nullification (*vernietiging*) in whole or in part of this Agreement in court, other than in accordance with its terms. The other Party hereby accepts this waiver.

6.6. Counterparts

This Agreement may be entered into in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

6.7. **Digital signature**

Any digital signature, including, without limitation, (i) any electronic symbol, process, or data attached to, or associated with this Agreement and (ii) any facsimile, ..pdf or other digital record of a handwritten signature, used by a person with the apparent intent to sign this Agreement, will constitute such person's signing of this Agreement and have the same legal effect as a handwritten signature (*natte handtekening*) on this Agreement's signature page. The Parties agree that any such digital signature provides for a sufficiently reliable method of signing within the meaning of Article 3:15a of the Dutch Civil Code (*Burgerlijk Wetboek*).

7. GOVERNING LAW AND JURISDICTION

7.1. This agreement shall be governed by and construed in accordance with the laws of the Netherlands.

7.2. Any dispute arising out or in connection with this agreement shall be submitted exclusively to the competent courts in Amsterdam, the Netherlands, notwithstanding the right of appeal.

IN WITNESS WHEREOF, AGREED UPON AND EXECUTED:

/s/ Tiffany Doon Silva	/s/ Sharon L. Heck
Intel Finance B.V. by: Tiffany Doon Silva date: 6/1/2022	**Mobileye B.V.** by: Sharon L. Heck date: 5/31/2022

SCHEDULE 1 SHARE TRANSFER DEED

SHARE TRANSFER DEED

*The undersigned, Intel Finance B.V. (KVK Number 57978972) (**"Transferor"**), hereby transfers to MobilEye B.V. (KVK Number 34158597) (the **"Transferee"**), a total of* 100 (One Hundred) Ordinary Shares, par value NIS 0.01 each *(the **"Shares"**), of GG Acquisition Ltd., a company incorporated under the laws of the State of Israel, Company No. 516186376, registered in the name of the Transferor, to be held by the Transferee, on the same conditions on which the Transferor held the Shares at the time of the execution hereof, and the Transferee hereby accepts the Shares subject to the aforesaid terms and conditions.*

In witness whereof, we affix our signatures hereto this 31st day of May, 2022.

***Transferor**:*

/s/ Tiffany Doon Silva

Intel Finance B.V.
By: **Tiffany Doon Silva**
Date: 6/1/2022

***Transferee**:*

/s/ Sharon L. Heck

Mobileye B.V.
By: **Sharon L. Heck**
Date: 5/31/2022

SCHEDULE 2 DEED OF ASSIGNMENT

This Assignment and Assumption Agreement (this "**Assignment**"), effective as of May 31, 2022 (the "**Effective Date**"), is made and entered into by and among: Intel Finance B.V. (KVK Number 57978972) ("**Assignor**"), hereby transfers to MobilEye B.V. (KVK Number 34158597) (the "**Assignee**") all rights in and to the Notes (each a "Party" and collectively, the "Parties").

WHEREAS, the Assignor wishes to assign to Assignee as of the Effective Date all of his rights and obligations under the in accordance with the provisions of this Agreement; and

WHEREAS, Assignee wishes to accept such assignment of the Notes from Assignor, under the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. As of the Effective Date, the Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Notes, and Assignee accepts such assignment.

2. As of the Effective Date, all references to "Assignor" in the Notes shall be references to Assignee and Assignee shall have all rights of the "Assignor" with respect to any rights under the Notes.

In witness whereof, we affix our signatures hereto this 31st day of May, 2022.

***Assignor**:*

/s/ Tiffany Doon Silva

Intel Finance B.V.
***By:* Tiffany Doon Silva**
Date: 6/1/2022

***Assignee**:*

/s/ Sharon L. Heck

Mobileye B.V.
***By:* Sharon L. Heck**
Date: 5/31/2022

Exhibit 21.1

Subsidiaries of the Registrant

Name of Entity	Jurisdiction
Cyclops Holdings Corporation	Delaware
Mobileye B.V.	Netherlands
Mobileye Vision Technologies Ltd.	Israel
Mobileye, Inc.	Delaware
Mobileye Germany GmbH	Germany
Mobileye Japan Ltd.	Japan
Mobileye Automotive Products & Service (Shanghai) Company Limited	China
Mobileye Technologies Limited	Cyprus
GG Acquisition Ltd.	Israel
Moovit App Global Ltd.	Israel
Moovit Inc.	Delaware

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of Mobileye Global Inc. of our report dated March 2, 2022 relating to the financial statements of Mobileye Group (a business of Intel Corporation), which appears in this Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited

Tel Aviv, Israel
September 30, 2022

Exhibit 99.1

CONSENT TO BE NAMED AS A DIRECTOR

In connection with the filing by Mobileye Global Inc. (the "Company") of its Registration Statement (the "Registration Statement") on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments and supplements thereto.

Dated: September 30, 2022

/s/ Eyal Desheh
Name: Eyal Desheh

Exhibit 99.2

CONSENT TO BE NAMED AS A DIRECTOR

In connection with the filing by Mobileye Global Inc. (the "Company") of its Registration Statement (the "Registration Statement") on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments and supplements thereto.

Dated: September 30, 2022

/s/ Jon M. Huntsman, Jr.
Name: Jon M. Huntsman, Jr.

Exhibit 99.3

CONSENT TO BE NAMED AS A DIRECTOR

In connection with the filing by Mobileye Global Inc. (the "Company") of its Registration Statement (the "Registration Statement") on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments and supplements thereto.

Dated: September 30, 2022

/s/ Claire C. McCaskill
Name: Claire C. McCaskill

Exhibit 99.4

CONSENT TO BE NAMED AS A DIRECTOR

In connection with the filing by Mobileye Global Inc. (the "Company") of its Registration Statement (the "Registration Statement") on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments and supplements thereto.

Dated: September 30, 2022

/s/ Christine Pambianchi

Name: Christine Pambianchi

Exhibit 99.5

CONSENT TO BE NAMED AS A DIRECTOR

In connection with the filing by Mobileye Global Inc. (the "Company") of its Registration Statement (the "Registration Statement") on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments and supplements thereto.

Dated: September 30, 2022

/s/ Frank D. Yeary
Name: Frank D. Yeary

Exhibit 99.6

CONSENT TO BE NAMED AS A DIRECTOR

In connection with the filing by Mobileye Global Inc. (the "Company") of its Registration Statement (the "Registration Statement") on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments and supplements thereto.

Dated: September 30, 2022

/s/ Saf Yeboah-Amankwah
Name: Saf Yeboah-Amankwah

Exhibit 107

CALCULATION OF FILING FEE TABLES

Form S-1
(Form Type)

Mobileye Global Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price[(1)(2)]	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to Be Paid	Equity	Class A common stock, par value $0.01 per share	Rule 457(o)	—	—	$1,000,000,000.00	.0000927	$ 92,700.00				
		Total Offering Amounts				$1,000,000,000.00		$ 92,700.00				
		Total Fees Previously Paid										
		Total Fee Offsets										
		Net Fee Due						$ 92,700.00				

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes shares of our Class A common stock subject to the underwriters' option to purchase additional shares.