UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 26, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission file number 001-41541

Mobileye Global Inc.

(Exact name of registrant as specified in its charter)

Delaware	**88-0666433**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
c/o Mobileye B.V. Har Hotzvim, 1 Shlomo Momo HaLevi Street Jerusalem 9777015, Israel	+972-2-541-7333
(Address of principal executive offices) (Zip Code)	(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Trading Symbol**	**Name of Each Exchange on Which Registered**
Class A common stock, par value $0.01	MBLY	The Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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 of 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 pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

There were 252,403,844 shares of Class A common stock, $0.01 par value, outstanding at October 21, 2026.

MOBILEYE GLOBAL INC.

FORM 10-Q

For the quarterly period ended September 26, 2026

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In this report, references to "we," "us," "our," our "company," "Mobileye," the "Company," and similar terms refer to Mobileye Global Inc. and, unless the context requires otherwise, its consolidated subsidiaries, except with respect to our historical business, operations, financial performance, and financial condition. References to "Moovit" refer to GG Acquisition Ltd., Moovit App Global Ltd., and their consolidated subsidiaries. References to "Mentee Robotics" refer to Mentee Robotics Ltd.

We have a 52- or 53-week fiscal year that ends on the last Saturday in December. Fiscal year 2026 is a 52-week fiscal year; fiscal year 2025 was also a 52-week fiscal year. Certain amounts, percentages, and other figures presented in this report 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.

Part 1: FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

MOBILEYE GLOBAL INC.

CONDENSED CONSOLIDATED BALANCE SHEETS

(UNAUDITED)

U.S. dollars in millions, except share and per share data	September 26, 2026	December 27, 2025
Assets		
Current assets		
Cash and cash equivalents	$ 1,346	$ 1,836
Marketable securities and deposits	153	55
Trade accounts receivable, net	202	131
Inventories	295	327
Other current assets	110	129
Total current assets	**2,106**	**2,478**
Non-current assets		
Property and equipment, net	496	473
Intangible assets, net	998	1,166
Goodwill	4,911	8,200
Other long-term assets	371	175
Total non-current assets	**6,776**	**10,014**
TOTAL ASSETS	**$ 8,882**	**$ 12,492**
Liabilities and Equity		
Current liabilities		
Accounts payable and accrued expenses	$ 272	$ 228
Employee related accrued expenses	144	141
Related party payable	8	4
Other current liabilities	50	33
Total current liabilities	**474**	**406**
Non-current liabilities		
Long-term employee benefits	83	78
Deferred tax liabilities	5	60
Other long-term liabilities	91	67
Total non-current liabilities	**179**	**205**
Contingencies (see note 11)		
TOTAL LIABILITIES	**$ 653**	**$ 611**
Equity		
Class A common stock: $0.01 par value; 4,000,000,000 shares authorized; shares issued and outstanding: 251,984,656 as of September 26, 2026 and 216,980,847 as of December 27, 2025	2	2
Class B common stock: $0.01 par value; 1,500,000,000 shares authorized; shares issued and outstanding: 597,768,015 as of September 26, 2026 and December 27, 2025	6	6
Additional paid-in capital	15,575	15,308
Accumulated other comprehensive income (loss), net of tax	4	17
Retained earnings (accumulated deficit)	(7,358)	(3,452)
TOTAL EQUITY	**8,229**	**11,881**
TOTAL LIABILITIES AND EQUITY	**$ 8,882**	**$ 12,492**

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

MOBILEYE GLOBAL INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)

(UNAUDITED)

U.S. dollars in millions, except share and per share data	Three Months Ended		Nine Months Ended	
	September 26, 2026	September 27, 2025	September 26, 2026	September 27, 2025
Revenue	$ 492	$ 504	$ 1,558	$ 1,448
Cost of revenue	231	261	787	746
Gross profit	**261**	**243**	**771**	**702**
Research and development, net	284	304	814	861
Sales and marketing	26	29	82	85
General and administrative	33	19	95	56
Goodwill impairment	—	—	3,788	—
Total operating expenses	**343**	**352**	**4,779**	**1,002**
Operating income (loss)	**(82)**	**(109)**	**(4,008)**	**(300)**
Financial income (expense), net	14	17	41	48
Income (loss) before income taxes	**(68)**	**(92)**	**(3,967)**	**(252)**
Benefit (provision) for income taxes	1	(4)	61	(13)
Net income (loss)	**$ (67)**	**$ (96)**	**$ (3,906)**	**$ (265)**
Earnings (loss) per share attributed to Class A and Class B stockholders:				
Basic and diluted	$ (0.08)	$ (0.12)	$ (4.77)	$ (0.33)
Weighted-average number of shares used in computation of earnings (loss) per share attributed to Class A and Class B stockholders (in millions):				
Basic and diluted	824	814	820	813
Net income (loss)	**(67)**	**(96)**	**(3,906)**	**(265)**
Other comprehensive income (loss), net of tax	(8)	(5)	(13)	10
TOTAL COMPREHENSIVE INCOME (LOSS)	**$ (75)**	**$ (101)**	**$ (3,919)**	**$ (255)**

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

MOBILEYE GLOBAL INC.

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(UNAUDITED)

U.S. dollars except number of shares, in millions	Common Stock Number of shares	Common Stock Amount	Additional paid-in capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated deficit)	Total Shareholders' Equity
Three Months Ended						
Balance as of June 27, 2026	**840**	**$ 8**	**$ 15,481**	**$ 12**	**$ (7,291)**	**$ 8,210**
Net income (loss)	—	—	—	—	(67)	(67)
Other comprehensive income (loss), net	—	—	—	(8)	—	(8)
Share-based compensation expense	—	—	103	—	—	103
Issuance of common stock under employee share-based compensation plans	11	—	—	—	—	—
Repurchase of common stock	(1)	*	(9)	—	—	(9)
Balance as of September 26, 2026	**850**	**$ 8**	**$ 15,575**	**$ 4**	**$ (7,358)**	**$ 8,229**
Balance as of June 28, 2025	**815**	**$ 8**	**$ 15,270**	**$ 17**	**$ (3,229)**	**$ 12,066**
Net income (loss)	—	—	—	—	(96)	(96)
Other comprehensive income (loss), net	—	—	—	(5)	—	(5)
Share-based compensation expense	—	—	72	—	—	72
Recharge to Parent for Share-based compensation	—	—	(2)	—	—	(2)
Issuance of common stock under employee share-based compensation plans	5	—	—	—	—	—
Repurchase of common stock from Parent	(6)	—	(100)	—	—	(100)
Balance as of September 27, 2025	**814**	**$ 8**	**$ 15,240**	**$ 12**	**$ (3,325)**	**$ 11,935**
Nine Months Ended						
Balance as of December 27, 2025	**815**	**$ 8**	**$ 15,308**	**$ 17**	**$ (3,452)**	**$ 11,881**
Net income (loss)	—	—	—	—	(3,906)	(3,906)
Other comprehensive income (loss), net	—	—	—	(13)	—	(13)
Share-based compensation expense	—	—	271	—	—	271
Issuance of common stock under employee share-based compensation plans	13	—	—	—	—	—
Issuance of common stock in connection with the acquisition of Mentee Robotics	26	*	29	—	—	29
Repurchase of common stock	(4)	*	(33)	—	—	(33)
Balance as of September 26, 2026	**850**	**$ 8**	**$ 15,575**	**$ 4**	**$ (7,358)**	**$ 8,229**
Balance as of December 28, 2024	**812**	**$ 8**	**$ 15,137**	**$ 2**	**$ (3,060)**	**$ 12,087**
Net income (loss)	—	—	—	—	(265)	(265)
Other comprehensive income (loss), net	—	—	—	10	—	10
Tax sharing agreement with Parent	—	—	3	—	—	3
Share-based compensation expense	—	—	206	—	—	206
Recharge to Parent for Share-based compensation	—	—	(6)	—	—	(6)
Issuance of common stock under employee share-based compensation plans	8	—	—	—	—	—
Repurchase of common stock from Parent	(6)	—	(100)	—	—	(100)
Balance as of September 27, 2025	**814**	**$ 8**	**$ 15,240**	**$ 12**	**$ (3,325)**	**$ 11,935**

* Less than $1 million.

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

MOBILEYE GLOBAL INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(UNAUDITED)

U.S. dollars in millions	Nine Months Ended September 26, 2026	Nine Months Ended September 27, 2025
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (3,906)	$ (265)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation of property and equipment	64	54
Share-based compensation	271	206
Amortization of intangible assets	296	333
Goodwill impairment	3,788	—
Exchange rate differences on cash and cash equivalents	(9)	(8)
Deferred income taxes	(80)	(16)
(Gains) losses on equity and debt investments, net	(1)	—
Other	—	5
Changes in operating assets and liabilities:		
Decrease (increase) in trade accounts receivable	(71)	11
Decrease (increase) in other current assets	12	15
Decrease (increase) in inventories	32	97
Decrease (increase) in other long-term assets	(177)	(3)
Increase (decrease) in accounts payable, accrued expenses and related party payable	33	22
Increase (decrease) in employee-related accrued expenses and long-term benefits	7	32
Increase (decrease) in other current liabilities	15	(1)
Increase (decrease) in other long-term liabilities	29	7
Net cash provided by operating activities	**303**	**489**
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(72)	(52)
Purchases of debt and equity investments	(206)	(79)
Maturities and sales of debt and equity investments	104	67
Cash paid for acquisition of Mentee Robotics, net of cash acquired	(591)	—
Net cash used in investing activities	**(765)**	**(64)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Share-based compensation recharge	*	(2)
Repurchase of common stock	(33)	(100)
Net cash used in financing activities	**(33)**	**(102)**
Effect of foreign exchange rate changes on cash and cash equivalents	9	8
Increase (decrease) in cash, cash equivalents and restricted cash	(486)	331
Balance of cash, cash equivalents and restricted cash, at beginning of year	1,860	1,438
Balance of cash, cash equivalents and restricted cash, at end of period	**$ 1,374**	**$ 1,769**
Supplementary non-cash investing and financing activities:		
Non-cash purchase of property and equipment	$ 34	$ 7
Tax sharing agreement with Parent	$ —	$ (3)
Conversion of Class B common stock to Class A common stock	$ —	$ 1

* Less than $1 million.

The accompanying notes are an integral part of the unaudited condensed consolidated financial statements.

MOBILEYE GLOBAL INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 - GENERAL

Background

Mobileye Global Inc. ("Mobileye", "the Company" or "we") is a leader in the development and deployment of advanced driver assistance systems ("ADAS") and autonomous driving technologies and solutions, aimed to provide the capabilities required for the future of autonomous driving, leveraging a comprehensive suite of purpose-built software and hardware technologies.

Intel Corporation ("Intel" or the "Parent") directly or indirectly holds all of the Class B common stock of Mobileye as well as 50,000,000 shares of Class A common stock, which as of September 26, 2026, together represent approximately 76.2% of our outstanding common stock and 96.8% of the voting power of our common stock.

Operations in Israel

On October 7, 2023, Hamas launched a series of attacks on civilian and military targets in Southern Israel and Central Israel, to which the Israel Defense Forces responded. In addition, Iran, Hezbollah and the Houthi movement attacked military and civilian targets in Israel, to which Israel responded, including through increased air and/or ground operations in Lebanon, Syria, Yemen and Iran. Following years of conflict in the region, on October 9, 2025, Israel, Hamas, the United States and other countries in the region agreed to a framework for a ceasefire in Gaza between Israel and Hamas. On February 28, 2026, the United States and Israel launched joint combat operations in Iran to which Iran and Hezbollah responded with ballistic missile and drone attacks on Israel as well as other countries and U.S. military bases in the region. Although the United States and Iran have announced ceasefire and de-escalation arrangements from time to time, including a memorandum of understanding entered into on June 17, 2026 that contemplates the termination of military operations on multiple fronts, hostilities have resumed and may continue or escalate. How long and how severe the current conflicts in Gaza, Northern Israel, Lebanon, Iran or the broader region last and become is unknown at this time and any continued clash among Israel, Hamas, Hezbollah, Iran or other countries or militant groups in the region may escalate in the future into a greater regional conflict. To date, our operations have not been materially affected, although as of October 21, 2026 approximately 1.6% of our employees have been called to reserve duty in the Israel Defense Forces. However, since these are events beyond our control, their continuation or cessation may affect our expectations. We continue to monitor political and military developments closely and examine the consequences for our operations and assets.

Share Purchase Agreement for the acquisition of 100% of Mentee Robotics shares

On February 3, 2026, the Company and Mobileye Vision Technologies Ltd. (a wholly-owned indirect subsidiary of the Company) acquired 100% of the issued and outstanding stock of Mentee Robotics, a privately held Israeli company focused on humanoid robotics (the "Acquisition"), pursuant to a share purchase agreement dated as of January 5, 2026 (the "Share Purchase Agreement") by and among the Company, Mobileye Vision Technologies Ltd., Mentee Robotics Ltd., the shareholders of Mentee Robotics, and Shareholder Representative Services LLC, as the exclusive representative of the Mentee Robotics shareholders. For further detail, see Note 13 *Business Combinations.*

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These condensed consolidated 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 U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. These condensed consolidated financial statements have been prepared on the same basis as the Company's annual audited consolidated 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.

MOBILEYE GLOBAL INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

We have a 52- or 53-week fiscal year that ends on the last Saturday in December. Fiscal year 2026 is a 52-week fiscal year; fiscal year 2025 was also a 52-week fiscal year.

The results of operations for the three and nine months ended September 26, 2026 shown in this report are not necessarily indicative of the results to be expected for the full year ending December 26, 2026. The condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the fiscal year ended December 27, 2025.

There have been no material changes in our significant accounting policies as described in our consolidated financial statements for the fiscal year ended December 27, 2025, except as detailed below regarding accounting for a business combination and research and development incentives. For further detail, see Note 2 in the audited consolidated financial statements for the fiscal year ended December 27, 2025.

Use of estimates

The preparation of condensed consolidated 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 condensed consolidated 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 valuation of intangible assets, useful lives of intangible assets, impairment assessment of intangible assets and goodwill, income taxes and research and development incentives. A change in estimates, including a change in the overall market value of the Company, could require reassessments of the items noted above.

Research and Development Incentives

On March 29, 2026, a new law was enacted by the Israeli Knesset, the “Law for the Encouragement and Incentivization of Research and Development, 2026” (the “R&D Law”). The R&D Law introduces a refundable tax credit regime which applies to qualifying research and developments expenditures incurred in tax years beginning on or after January 1, 2026. The R&D Law provides eligible companies with an incentive calculated as a percentage of qualifying research and development expenditures incurred in Israel. Subject to applicable statutory requirements and other conditions, the incentive may be offset against Israeli income taxes or Israeli qualified domestic minimum top-up taxes (“QDMTT”). Alternatively, an unused grant may be received in cash after the prescribed carryforward period, or an eligible company may make an irrevocable election to receive the incentive as a cash grant rather than a credit.

Because the incentive may be received in cash and is determined based on qualifying research and development expenditures, the Company accounts for this benefit using a government grant accounting model applied by analogy. The Company recognizes the incentive as qualifying expenditures are incurred, in the same period in which the related research and development expenses are recognized, when there is reasonable assurance that the Company will comply with the applicable conditions and the incentive will be received. The Company presents amounts recognized as a reduction of research and development expenses. As of September 26, 2026, the Company recognized an asset of $162 million under other long - term assets, with a corresponding reduction to research and development expenses in the amount of $52 million and $162 million for the three and nine months ended September 26, 2026, respectively.

MOBILEYE GLOBAL INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Business Combinations

The Company makes a determination whether a transaction should be accounted for as a business combination or as an asset acquisition in accordance with ASC 805, 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 it acquires in the consolidated 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 date of acquisition. This allocation involves a number of assumptions, estimates, and judgments, including 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; 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. These assumptions and estimates are used to value assets acquired and liabilities assumed, and to allocate goodwill to the reporting unit of the business that is expected to benefit from the acquisition. During the measurement period, which may extend up to one year from the acquisition date, the Company may record adjustments to the preliminary allocation of the purchase consideration based on additional information about facts and circumstances that existed as of the acquisition date.

Acquisition related expenses are recognized separately from the business combination and expensed as incurred.

Cash, cash equivalents and restricted cash

The following is a reconciliation of the cash, cash equivalents and restricted cash as of each period end:

	As of	
U.S. dollars in millions	**September 26, 2026**	**December 27, 2025**
Cash	$ 50	$ 35
Short term deposits	736	785
Money market funds	560	1,016
Restricted cash (within other current and other long-term assets)	28	24
Cash, cash equivalents and restricted cash presented in the consolidated statements of cash flows	**$ 1,374**	**$ 1,860**

Fair value measurement

The carrying amounts of short-term deposits, trade accounts receivable and accounts payable approximates their fair value due to the short maturity of these items.

The Company's investment in money market funds is measured at fair value within Level 1 of the fair value hierarchy because they consist of financial assets for which quoted prices are available in an active market. Interest income related to money market funds for the three months ended September 26, 2026 and September 27, 2025 amounted to $5 million and $10 million, respectively; and $17 million and $31 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

The Company's investment in U.S. government and corporate bonds is measured at fair value within Level 1 of the fair value hierarchy because they consist of U.S. bonds for which quoted prices are available in an active market.

MOBILEYE GLOBAL INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

The Company's derivative instruments designated as hedging instruments are measured at fair value within Level 2 of the fair value hierarchy.

Research and development, net

Research and development costs are expensed as incurred, and consist primarily of personnel, facilities, equipment, and supplies for research and development activities.

The Company enters into best-efforts non-refundable, 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.

Participation 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 consolidated statements of operations and comprehensive income (loss). Research and development reimbursements of $26 million and $16 million were offset against research and development costs in the three months ended September 26, 2026 and September 27, 2025, respectively; and $76 million and $61 million were offset in the nine months ended September 26, 2026 and September 27, 2025, respectively.

Derivatives and hedging

During the fourth quarter of 2024 the Company initiated a foreign currency cash flow hedging program, designed to hedge the Company's foreign exchange rate risk, resulting from ILS payroll expenses. The Company hedges portions of its forecasted payroll payments denominated in ILS for a period of up to 12 months, using forward contracts or zero – cost collar contracts that are designated as cash flow hedges, as defined by ASC 815. These derivative instruments are measured at fair value within Level 2 of the fair value hierarchy. Derivative instruments are recorded as other current assets or other current liabilities, according to the timing of settlement. For these derivative instruments, designated as a cash flow hedge, gains and losses are reported as a component of other comprehensive income (loss) and reclassified into earnings in the same line item associated with the hedged transaction and in the same period or periods during which the hedged transaction affects the statement of operations and comprehensive income (loss). As of September 26, 2026, the Company expects to reclassify all of its unrealized gains and losses from accumulated other comprehensive income (loss) to earnings during the next twelve months. The cash flows associated with these derivatives are classified in the consolidated statements of cash flows consistently with the classification of the underlying hedged transaction, within cash flows from operating activities.

The notional amount and fair value of outstanding derivatives at the end of each period were:

	As of	
U.S. dollars in millions	**September 26, 2026**	**December 27, 2025**
Notional amount of derivative contracts	$ 335	$ 303
Fair value of derivative assets	$ 4	$ 18

MOBILEYE GLOBAL INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

The changes in accumulated other comprehensive income (loss) relating to gains (losses) on derivatives used for hedging were as follows:

	Three Months Ended		Nine Months Ended	
U.S. dollars in millions	September 26, 2026	September 27, 2025	September 26, 2026	September 27, 2025
Other comprehensive income (loss) before reclassifications	$ (4)	$ 2	$ 18	$ 24
Amounts reclassified out of accumulated other comprehensive (income) loss **	(5)	(7)	(32)	(13)
Tax effects	1	*	1	(1)
Other comprehensive income (loss), net from hedging transactions	**$ (8)**	**$ (5)**	**$ (13)**	**$ 10**

* Less than $1 million.

** Amounts of gains (losses) reclassified from other comprehensive income (loss) into profit or loss are recorded in cost of revenue and operating expenses.

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, money market funds, U.S. government and corporate bonds, derivative financial instruments, and also trade accounts receivable.

The majority of the Company's cash and cash equivalents are invested in banks domiciled in the U.S. and Europe, as well as in Israel. Generally, these cash equivalents may be redeemed upon demand. Short-term bank deposits are held in the aforementioned banks. The money market funds consist of institutional investors money market funds and are readily redeemable to cash, and the U.S. government and corporate bonds are also highly liquid. Derivative financial instruments are forward contracts or zero - cost collar contracts entered into with major banks in Israel to hedge the Company's foreign exchange rate risk. Accordingly, management believes that these bank deposits, money market funds, U.S. government bonds and derivative financial instruments have minimal credit risk. Our investments in U.S. corporate bonds are made with high-credit-quality counterparties, and we limit our credit exposure to any single counterparty.

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 receivable 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 recognizes an allowance for credit losses for any potential uncollectible amounts. The allowance is based on various factors, including historical experience, the age of the accounts receivable balances, credit quality of the customers, and other reasonable and supportable information. This allowance consists of an amount based on overall estimated exposure for the receivable portfolio and amounts identified for specific customers. Expected credit losses are recorded as general and administrative expenses in the Company's condensed consolidated statement of operations and comprehensive income (loss). As of September 26, 2026 and December 27, 2025, the credit loss allowance for trade accounts receivable was not material. For the three and nine months ended September 26, 2026 and September 27, 2025, the charge-offs and recoveries in relation to the credit losses were not material.

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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 9 *Segment Information* related to customers that accounted for more than 10% of the Company's total revenue and more than 10% of the total accounts receivable balance for each of the periods presented in these condensed consolidated financial statements.

Dependence on a single supplier or limited suppliers risk

The Company purchases all its System on Chip ("EyeQ™ SoC") from a single supplier. For certain materials, equipment, and services, we, and/or our suppliers and vendors, rely on a single or a limited number of direct and indirect suppliers and vendors. Any issues that occur and persist in connection with the manufacture, delivery, quality, or cost of the assembly and testing of inventory could adversely affect the Company's business, results of operations and financial condition.

Supply chain risk

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. In prior periods, we experienced supply chain disruptions, raw material shortages and manufacturing capacity constraints that reduced the availability of key components, including EyeQ™ SoCs, and resulted in lower inventory levels and limitations on our ability to meet customer demand. As supply conditions improved, we increased inventory levels to help mitigate potential future constraints. However, as supply constraints continue or recur, depending on their duration and severity, we may again be required to operate with reduced inventory levels, which could limit our ability to meet customer demand. As a result, we are substantially reliant on timely shipments of EyeQ™ SoCs from STMicroelectronics and ECUs from Quanta Computer (or other suppliers) and may in the future become reliant on additional suppliers such as TSMC, to fulfill customer orders and if such a shortfall of chips or ECUs were to occur, we may be unable to offset future supply constraints through the use of inventory on hand. Beginning in 2025 and continuing through the third quarter of 2026 the AI industry has generated increased demand for components necessary for the production of our solutions, including EyeQ™ SoCs and ECUs for our SuperVision™, Mobileye Chauffeur™ and Mobileye Drive™ solutions. This new demand has resulted in and may continue to result in increased competition for and shortages of components necessary for our solutions, substantial increases in prices for such components and suppliers requiring us to increase lead times and purchase greater quantities of such components in advance in order to ensure we secure sufficient supply. Such shortages of components, as well as the increases in pricing, order requirements and lead times, has and may continue to impact our ability to supply solutions to our customers in order to meet demand as well as impact OEMs' ability to purchase our solutions. 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 continues to monitor 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 currently do not anticipate that our current supply chain constraints would materially adversely affect our results of operations, capital resources, sales, profits, and liquidity on a long-term basis.

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New Accounting pronouncements

Accounting Pronouncements adopted in the period

In July 2025, the FASB issued Accounting Standards Update 2025-05, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets* ("ASU 2025-05"). ASU 2025-05 provides a practical expedient that all entities can use when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under ASC 606, Revenue from Contracts with Customers. Under this practical expedient, an entity is allowed to assume that the current conditions it has applied in determining credit loss allowances for current accounts receivable and current contract assets remain unchanged for the remaining life of those assets. ASU 2025-05 is effective for fiscal years beginning after December 15, 2025, including interim reporting periods within those fiscal years. Entities that elect the practical expedient and, if applicable, make the accounting policy election are required to apply the amendments prospectively. ASU 2025-05 did not have a material impact on the Company's consolidated financial statements.

Accounting Pronouncements effective in future periods

In November 2024, the FASB issued Accounting Standards Update 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosure (Subtopic 220-40): Disaggregation of Income Statement Expense* ("ASU 2024-03"), and Accounting Standards Update 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date* ("ASU 2025-01"). ASU 2024-03 and ASU 2025-01 improves the disclosures about a public business entity's expenses and provides more detailed information about the types of expenses in commonly presented expense captions. The amendments require that at each interim and annual reporting period an entity will, inter alia, disclose amounts of purchases of inventory, employee compensation, depreciation and amortization included in each relevant expense caption (such as cost of revenue, general and administrative, and research and development). ASU 2024-03 and ASU 2025-01 are both effective for annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is evaluating the potential impact of ASU 2024-03 and ASU 2025-01 on its consolidated financial statement disclosures.

In September 2025, the FASB issued Accounting Standards Update 2025-06, *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software* ("ASU 2025-06"). ASU 2025-06 provides targeted improvements to the accounting for internal-use software costs by replacing the existing project-stage model with a principles-based approach to determine when capitalization of costs should begin. ASU 2025-06 is effective for all entities, on a prospective basis, for annual reporting periods beginning after December 15, 2027, including interim reporting periods within those fiscal years, with early adoption permitted. The Company is currently evaluating the potential impact that ASU 2025-06 will have on its consolidated financial statements.

In December 2025, the FASB issued Accounting Standards Update 2025-11, *Interim Reporting (Topic 270): Narrow-Scope Improvements* ("ASU 2025-11"). ASU 2025-11 provides clarifications intended to improve the consistency and usability of interim disclosure requirements, including a comprehensive listing of required interim disclosures and a new disclosure principle for reporting material events occurring after the most recent annual period. The amendments do not change the underlying objectives of interim reporting but are designed to enhance clarity in application. ASU 2025-11 is effective for fiscal years beginning after December 15, 2027, including interim periods within those fiscal years, with early adoption permitted.

In December 2025, the FASB issued Accounting Standards Update 2025-10, Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities ("ASU 2025-10"). The update provides recognition, measurement, presentation, and disclosure requirements for government grants, including guidance for grants related to an asset and grants related to income. ASU 2025-10 is effective for annual reporting periods beginning after December 15, 2028, and interim reporting periods within those annual reporting periods. Early adoption is permitted. ASU 2025-10 permits an entity to apply the new guidance using a modified prospective basis, a modified retrospective basis, or a full retrospective basis. The Company is currently evaluating the impact of ASU 2025-10 on its consolidated financial statements.

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NOTE 3 - OTHER FINANCIAL STATEMENT DETAILS

Inventories

U.S. dollars in millions	As of September 26, 2026	As of December 27, 2025
Raw materials	$ 25	$ 21
Work in process	—	—
Finished goods	270	306
Total inventories	**$ 295**	**$ 327**

Inventory write-downs and write-offs totaled $1 million and zero for the three months ended September 26, 2026 and September 27, 2025, respectively; and $1 million and $2 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

Property and equipment

U.S. dollars in millions	As of September 26, 2026	As of December 27, 2025
Computers, electronic equipment and software	$ 310	$ 245
Vehicles	10	10
Office furniture and equipment	13	11
Buildings	338	322
Leasehold improvements	59	56
Total property and equipment, gross	**$ 730**	**$ 644**
Less: accumulated depreciation	(234)	(171)
Total property and equipment, net	**$ 496**	**$ 473**

Depreciation expenses totaled $22 million and $18 million for the three months ended September 26, 2026 and September 27, 2025, respectively; and $64 million and $54 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

NOTE 4 - EQUITY

Share repurchase program

In April 2026, the Board of Directors authorized a program to repurchase up to $250 million of Mobileye's outstanding Class A common stock (the "Repurchase Program"). Under the Repurchase Program, share repurchases may be made from time to time subject to general market conditions, opportunities and other factors. The Repurchase Program does not have a fixed expiration date and does not obligate the Company to acquire any specific dollar amount or number of shares.

During the three and nine months ended September 26, 2026, the Company repurchased 1,012,737 and 3,517,833 shares of outstanding Class A common stock for $9.5 million and $33 million.

Share-based compensation plans

Mobileye Plan

In June 2025, the stockholders of the Company approved the Amended and Restated Mobileye Global Inc. 2022 Equity Incentive Plan (the "2022 Plan"). Equity awards under the 2022 Plan are granted for Class A shares and vest upon the satisfaction of a service-based vesting condition, mostly over service periods of up to three years.

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Restricted Stock Units

The RSU activity for the nine months ended September 26, 2026 for RSUs granted to Company's employees under the 2022 Plan was as follows:

	Number of RSUs In thousands	Weighted average grant date fair value per share U.S. dollars
Outstanding as of December 27, 2025	**32,853**	**$ 20**
Granted	43,490	9
Vested	(12,242)	22
Forfeited	(2,978)	15
Outstanding as of September 26, 2026	**61,123**	**$ 12**

The RSU activity for the three months ended September 26, 2026 for RSUs granted to Company's employees under the 2022 Plan was as follows:

	Number of RSUs In thousands	Weighted average grant date fair value per share U.S. dollars
Outstanding as of June 27, 2026	**38,224**	**$ 17**
Granted	35,134	10
Vested	(10,792)	22
Forfeited	(1,443)	12
Outstanding as of September 26, 2026	**61,123**	**$ 12**

As of September 26, 2026, the unrecognized compensation cost related to all unvested RSUs granted under the 2022 Plan, was $554 million, which is expected to be recognized as an expense over a weighted-average period of 1.85 years.

Restricted Shares

In connection with the acquisition of Mentee Robotics, 23,651,844 Restricted Shares of Class A common stock were issued to the Mentee Founders. Such Restricted Shares were deposited with a deferred consideration trustee and will be released in equal portions twenty-four and forty-eight months after the closing date of February 3, 2026, subject to continued employment, or under certain circumstances affiliation, with the Company and its subsidiaries. For further detail, refer to Note 13 *Business Combination.*

The Restricted Shares activity for the nine months ended September 26, 2026 was as follows:

	Number of Restricted Shares In thousands	Grant date fair value per share U.S. dollars
Outstanding as of December 27, 2025	**—**	**$ —**
Granted	23,652	9
Outstanding as of September 26, 2026	**23,652**	**$ 9**

The Restricted Shares activity for the three months ended September 26, 2026 was as follows:

	Number of Restricted Shares In thousands	Grant date fair value per share U.S. dollars
Outstanding as of June 27, 2026	**23,652**	**$ 9**
Outstanding as of September 26, 2026	**23,652**	**$ 9**

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As of September 26, 2026, the unrecognized compensation cost related to all unvested Restricted Shares, was $173 million, which is expected to be recognized as an expense over a weighted-average period of 3.36 years.

Share-based compensation expense summary

Expenses recognized

Share-based compensation expenses included in the condensed consolidated statements of operations and comprehensive income (loss) were as follows:

	Three Months Ended		Nine Months Ended	
U.S. dollars in millions	**September 26, 2026**	**September 27, 2025**	**September 26, 2026**	**September 27, 2025**
Cost of revenue	$ —	$ —	$ 1	$ 1
Research and development, net (1)	81	62	216	178
Sales and marketing	2	2	5	5
General and administrative	20	8	53	22
Total share-based compensation	**$ 103**	**$ 72**	**$ 275**	**$ 206**

(1) Not including R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs as further detailed in Note 2 under Research and Development Incentives, which depends on the actual sale of the shares of common stock issued upon the conversion of RSUs.

NOTE 5 - EARNINGS (LOSS) PER SHARE

The following table summarizes the calculation of basic and diluted earnings (loss) per share for the periods presented:

	Three Months Ended		Nine Months Ended	
In millions, except per share amounts	**September 26, 2026**	**September 27, 2025**	**September 26, 2026**	**September 27, 2025**
Numerator:				
Net income (loss)	$ (67)	$ (96)	$ (3,906)	$ (265)
Denominator:				
Weighted average common shares - basic and diluted	824	814	820	813
Earnings (loss) per share:				
Basic and diluted	$ (0.08)	$ (0.12)	$ (4.77)	$ (0.33)

For the three months ended September 26, 2026 and September 27, 2025, the computation of diluted earnings (loss) per share attributable to common stockholders does not include 82.3 million and 32.3 million potential common shares, respectively; and 64.7 million and 25.3 million potential common shares for the nine months ended September 26, 2026 and September 27, 2025, respectively, related to restricted stock units granted under the 2022 Plan to the Company's employees, and restricted shares granted as part of the acquisition of Mentee Robotics, as the effect of their inclusion would have been anti-dilutive.

NOTE 6 - 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 tax paying components to which such income relates.

As the Company has jurisdictions that have sustained recent losses, a valuation allowance is required for deferred tax assets for which no benefit can be currently realized.

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Benefit for income tax in the three months ended September 26, 2026, was $1 million compared to a provision of $(4) million in the three months ended September 27, 2025. This change was primarily due to the reduction in deferred tax liability resulting from the goodwill impairment to the Mobileye reporting unit which was recorded in the first quarter of 2026, partially offset by a lower loss before income taxes in foreign jurisdictions. Benefit for income tax in the nine months ended September 26, 2026 was $61 million compared to a provision for income tax of $(13) million in the nine months ended September 27, 2025. This was primarily due to the deferred tax effect of $67 million attributed to goodwill impairment to the Mobileye reporting unit which was recorded in the first quarter of 2026.

NOTE 7 - RELATED PARTIES TRANSACTIONS

The Company has entered into a series of related party arrangements with Intel. For further description of the arrangements refer to Note 9 of the notes to the consolidated financial statements for the year ended December 27, 2025.

Agreements with Intel

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, net of any related withholding tax, relating to the value of share-based compensation provided to the Company's employees for RSUs or stock options exercisable in Intel stock. The reimbursement amounts recorded as an adjustment to additional paid-in capital in the condensed consolidated statement of changes in equity were zero and $2 million for the three months ended September 26, 2026 and September 27, 2025, respectively, and $0.2 million and $6 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

Lease agreements

Under lease agreements with Intel, the Company leases office space in Intel's buildings. The costs are included in the condensed consolidated statements of operations and comprehensive income (loss) primarily on a specific and direct attribution basis. The leasing costs for the three months ended September 26, 2026 and September 27, 2025, were $0.1 million and $0.6 million, respectively, and $0.2 million and $1.9 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

Administrative Services Agreement

Under the Administrative Services Agreement, Intel provides the Company with administrative and other services. The Company pays fees to Intel for the services rendered based on pricing per service agreed between the Company and Intel.

The costs incurred under this agreement for the three months ended September 26, 2026 and September 27, 2025 were $0.2 million and $0.5 million, respectively, and $0.5 million and $1.8 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

Technology and Services Agreement

The Technology and Services Agreement, provides a framework for the collaboration on technology projects and services between the Company and Intel ("Technology Projects"), and sets 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 the Company. The Technology and Services Agreement does not apply to projects for the development and manufacture of a lidar sensor system for automobiles. Pursuant to the Technology and Services Agreement, the Company and Intel agree to statements of work with additional terms for Technology Projects.

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The amounts incurred under this agreement for the three months ended September 26, 2026 and September 27, 2025 were $0.3 million and $0.6 million, respectively, and $0.9 million and $1.7 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

Tax Sharing Agreement

The Tax Sharing Agreement establishes the respective rights, responsibilities and obligations of the Company and Intel after the completion of the Mobileye IPO with respect to tax matters, including the amount of cash the Company will pay to Intel for its share of the tax liability owed on the consolidated filings in which the Company or any of the Company's subsidiaries are included, including audit or other tax proceedings. On August 14, 2024, Mobileye and Intel entered into an Amended and Restated Tax Sharing Agreement, which incorporated certain clarifying amendments into the original Tax Sharing Agreement. As a result of the Tax Deconsolidation, starting July 12, 2025, the computation of cash payable between the Company and Intel, under the Amended and Restated Tax Sharing Agreement, is no longer applicable with respect to U.S. federal income taxes. However, other obligations of the parties under the Amended and Restated Tax Sharing Agreement remain in effect. As of September 26, 2026 and December 27, 2025, the related party payable to Intel, pursuant to the Tax Sharing Agreement was zero.

Other reimbursements to Intel

From time to time, in the ordinary course of business, the Company reimburses Intel for costs incurred by Intel with third-party service providers on behalf of the Company.

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 as well as paid for certain security related costs. Travel-related reimbursements and security-related costs were $0.6 million and $0.8 million for the three months ended September 26, 2026 and September 27, 2025, respectively, and $1.4 million and $2.1 million for the nine months ended September 26, 2026 and September 27, 2025, respectively.

Acquisition of Mentee Robotics

On February 3, 2026, the Company and Mobileye Vision Technologies Ltd. (a wholly-owned indirect subsidiary of the Company) acquired 100% of the issued and outstanding stock of Mentee Robotics, pursuant to the Share Purchase Agreement, by and among the Company, Mobileye Vision Technologies Ltd., Mentee Robotics Ltd., the shareholders of Mentee Robotics, and Shareholder Representative Services LLC, as the exclusive representative of the Mentee Robotics shareholders.

The Acquisition was approved by the Board, acting on the recommendation of a strategic transaction committee consisting of four disinterested directors (two of whom are independent). The Audit Committee of the Board also approved the Acquisition pursuant to the Company's Related Persons Transaction Policy. Intel, as the sole beneficial holder of the Company's issued and outstanding Class B common stock, also approved the Acquisition pursuant to the Company's Amended and Restated Certificate of Incorporation. Prof. Amnon Shashua recused himself from the Board's consideration and approval of the Acquisition. Prof. Shashua, President and CEO of the Company, is the Chairman, Co-Founder and a significant shareholder of Mentee Robotics, and Prof. Shai Shalev-Shwartz Chief Technology Officer of the Company, is Co-Founder and a significant shareholder of Mentee Robotics. In addition, Prof. Shashua's son and son-in-law, are both employees of Mentee Robotics, and received consideration for their vested and unvested options pursuant to the terms of the Share Purchase Agreement. Stock based compensation expenses for restricted shares issued to related parties as part of the acquisition, totaled $10 million and $26 million for the three and nine months ended September 26, 2026, respectively. For further detail, refer to Note 13 *Business Combination*.

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NOTE 8 - IDENTIFIED INTANGIBLE ASSETS

	As of					
	September 26, 2026			December 27, 2025		
U.S. dollars in millions	Gross Assets	Accumulated Amortization	Net	Gross Assets	Accumulated Amortization	Net
Developed technology	$ 1,359	$ 653	$ 706	$ 3,705	$ 2,761	$ 944
Developed IP	128	9	119	—	—	—
Customer relationships & brands	777	604	173	777	555	222
Total	**$ 2,264**	**$ 1,266**	**$ 998**	**$ 4,482**	**$ 3,316**	**$ 1,166**

The following table presents the amortization expenses recorded for these identified intangible assets and their weighted average useful lives:

	Three Months Ended		Nine Months Ended		Weighted Average
U.S. dollars in millions	September 26, 2026	September 27, 2025	September 26, 2026	September 27, 2025	Useful Life
Developed technology	$ 49	$ 94	$ 238	$ 282	10
Developed IP	4	—	9	—	9
Customer relationships & brands	16	17	49	51	12
Total amortization expenses	**$ 69**	**$ 111**	**$ 296**	**$ 333**	

During the nine months ended September 26, 2026 and September 27, 2025, the Company derecognized the cost and accumulated depreciation of fully depreciated intangible assets in the amount of $2,346 million and $9 million, respectively.

The Company expects future amortization expenses for the next five years and thereafter to be as follows:

U.S. dollars in millions	Remainder of 2026	2027	2028	2029	2030	Thereafter	Total
Future amortization expenses	$ 50	$ 193	$ 190	$ 145	$ 111	$ 309	$ 998

NOTE 9 - 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 presented as a reportable operating segment and Moovit, which is a mobility-as-a-service company, is presented within “Other” as per ASC 280, Segment Reporting.

The CODM uses segment performance to allocate resources to segments in the annual budget and forecasting process and also uses that measure to assess the segment performance.

Segment performance is the operating income (loss) reported excluding the amortization of acquisition-related intangible assets, share-based compensation expense, R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs, acquisition related expenses and impairment of goodwill.

The measure of assets has not been disclosed for each segment as it is not regularly provided to the CODM.

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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 consolidated financial statements for the fiscal year ended December 27, 2025.

The following are segment results for each period as follows:

	Three Months Ended September 26, 2026		
U.S. dollars in millions	**Mobileye**	**Other**	**Total**
Revenues	$ 483	$ 9	$ 492
Cost of revenues	176	2	—
Research and development, net	198	6	—
Sales and marketing	6	2	—
General and administrative	12	1	—
Segment performance	**$ 91**	**$ (2)**	**$ 89**
Amortization of intangible assets	—	—	(69)
Share-based compensation	—	—	(103)
R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs	—	—	1
Financial income (expense), net	—	—	14
Income (loss) before taxes on income	**—**	**—**	**$ (68)**
Depreciation of property and equipment	$ 22	$ —	$ 22

	Three Months Ended September 27, 2025		
U.S. dollars in millions	**Mobileye**	**Other**	**Total**
Revenues	$ 494	$ 10	$ 504
Cost of revenues	165	2	—
Research and development, net	235	7	—
Sales and marketing	8	2	—
General and administrative	10	1	—
Segment performance	**$ 76**	**$ (2)**	**$ 74**
Amortization of intangible assets	—	—	(111)
Share-based compensation	—	—	(72)
Financial income (expense), net	—	—	17
Income (loss) before taxes on income	**—**	**—**	**$ (92)**
Depreciation of property and equipment	$ 18	$ —	$ 18

	Nine Months Ended September 26, 2026		
U.S. dollars in millions	**Mobileye**	**Other**	**Total**
Revenues	$ 1,530	$ 28	$ 1,558
Cost of revenues	536	5	—
Research and development, net	595	19	—
Sales and marketing	20	8	—
General and administrative	33	3	—
Segment performance	**$ 346**	**$ (7)**	**$ 339**
Amortization of intangible assets	—	—	(296)
Share-based compensation	—	—	(275)
R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs	—	—	18
Acquisition related expenses	—	—	(6)
Goodwill impairment	—	—	(3,788)
Financial income (expense), net	—	—	41
Income (loss) before taxes on income	**—**	**—**	**$ (3,967)**
Depreciation of property and equipment	$ 64	$ —	$ 64

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U.S. dollars in millions	Nine Months Ended September 27, 2025		
	Mobileye	Other	Total
Revenues	$ 1,419	$ 29	$ 1,448
Cost of revenues	458	5	—
Research and development, net	662	21	—
Sales and marketing	22	7	—
General and administrative	31	3	—
Segment performance	**$ 246**	**$ (7)**	**$ 239**
Amortization of intangible assets	—	—	(333)
Share-based compensation	—	—	(206)
Financial income (expense), net	—	—	48
Income (loss) before taxes on income	**—**	**—**	**$ (252)**
Depreciation of property and equipment	$ 54	$ —	$ 54

Total revenues based on the country that the product was shipped to were as follows:

U.S. dollars in millions	Three Months Ended		Nine Months Ended	
	September 26, 2026	September 27, 2025	September 26, 2026	September 27, 2025
USA	$ 108	$ 111	$ 352	$ 331
China	116	118	351	319
Germany	63	77	212	239
South Korea	61	54	176	140
Slovakia	46	22	129	55
Poland	30	27	89	84
United Kingdom	16	27	65	96
Hungary	16	20	56	65
Czech Republic	8	17	40	44
Thailand	8	11	28	21
Rest of World	20	20	60	54
Total	**$ 492**	**$ 504**	**$ 1,558**	**$ 1,448**

We generate the majority of our revenue from the sale of our EyeQ™ SoCs to OEMs primarily through sales to Tier 1 automotive suppliers. EyeQ™ SoC sales represented approximately 90% and 89% of our revenue for each of the three months ended September 26, 2026 and September 27, 2025, respectively, and 90% and 91% of our revenue for each of the nine months ended September 26, 2026 and September 27, 2025, respectively.

Major Customers

Revenue from major customers that amount to 10% or more of total revenue:

	Three Months Ended		Nine Months Ended	
	September 26, 2026	September 27, 2025	September 26, 2026	September 27, 2025
Percent of total revenues:				
Customer A	30 %	27 %	28 %	30 %
Customer D	15 %	13 %	16 %	13 %
Customer C	11 %	15 %	15 %	15 %
Customer B	14 %	17 %	14 %	18 %
Customer E	12 %	*	*	*

* Less than 10%

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Accounts receivable balances of major customers that amount to 10% or more of total accounts receivable balance:

	As of	
	September 26, 2026	December 27, 2025
Percent of total accounts receivables balance:		
Customer A	38 %	39 %
Customer D	16 %	13 %
Customer C	12 %	14 %
Customer B	10 %	*

* Less than 10%

NOTE 10 - MARKETABLE SECURITIES AND DEPOSITS

Marketable securities include U.S. government and corporate bonds for original maturities of up to 12 months and are classified as available for sale and measured at fair value with the related unrealized gains and losses included in other comprehensive income (loss), net. Short term deposits are short term unrestricted highly liquid investments with original maturities of more than three months at acquisition.

The following tables summarize the Company's marketable debt securities and short term deposits:

	September 26, 2026			
U.S. dollars in millions	**Amortized cost**	**Unrealized gain**	**Unrealized loss**	**Fair value**
U.S. government bonds	$ 103	$ —	$ —	$ 103
U.S. corporate bonds	30	—	—	30
Short term deposits	20	—	—	20
Total	**$ 153**	**$ —**	**$ —**	**$ 153**

	December 27, 2025			
U.S. dollars in millions	**Amortized cost**	**Unrealized gain**	**Unrealized loss**	**Fair value**
U.S. government bonds	$ 55	$ —	$ —	$ 55
Total	**$ 55**	**$ —**	**$ —**	**$ 55**

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NOTE 11 - CONTINGENCIES

U.S. Class Action

On January 16, 2024, a putative class action captioned McAuliffe v. Mobileye Global Inc., et al., 1:24-CV-00310 (S.D.N.Y.), was filed in the United States District Court for the Southern District of New York against Mobileye and certain of its current and former officers. Following consolidation of the action with a substantively identical case, Le v. Mobileye Global Inc., et al., 1:24-CV-01390 (S.D.N.Y.), and the appointment of a lead plaintiff, an amended complaint was filed on September 13, 2024. In response to the defendants' motion to dismiss, filed on October 25, 2024, lead plaintiff filed a second amended complaint on November 22, 2024. The second amended complaint asserts violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 in connection with defendants' alleged misstatements and omissions concerning the build-up of excess inventory by certain Tier 1 Mobileye customers, and seeks unspecified damages and other relief on behalf of all persons and entities who purchased or otherwise acquired Mobileye securities between January 26, 2023 and August 8, 2024. The second amended complaint also includes claims asserted by an additional plaintiff under Sections 11 and 15 of the Securities Act of 1933 on behalf of a putative class of purchasers of Mobileye Class A common stock offered in Mobileye's June 5, 2023 secondary offering. Mobileye and the individual defendants filed a motion to dismiss the second amended complaint on December 20, 2024. On January 24, 2025, the lead plaintiff filed a brief in opposition to Mobileye's and the other named defendants' motion to dismiss. On February 21, 2025, Mobileye and the other named defendants jointly filed a brief in reply to the lead plaintiff's opposition brief. On April 16, 2025 the Court granted the defendants' motion and dismissed the second amended complaint in full without leave to amend, closing the case. On May 16, 2025, the lead plaintiff filed a notice of appeal with the U.S. Court of Appeals for the Second Circuit. On July 11, 2025, the lead plaintiff filed a brief in support of their appeal. On August 15, 2025, Mobileye and the named defendants filed their opposition brief, and on September 5, 2025, the appellants filed their reply brief in further support of the appeal. Oral argument was held on December 4, 2025. On December 16, 2025, the Second Circuit issued a summary order affirming the Court's dismissal of the second amended complaint in full. The time for the plaintiff to seek further review by filing a petition for a writ of certiorari with the U.S. Supreme Court has expired, and no such petition was filed. No provision was recorded in the condensed consolidated financial statements as of September 26, 2026.

U.S. Patent Litigation

On January 26, 2024, Facet Technology Corp. ("Facet") sued Mobileye in the U.S. District Court for the Eastern District of Texas for patent infringement. The suit accuses Mobileye Global Inc., Mobileye Vision Technologies Ltd. and Mobileye Inc. of allegedly infringing two expired patents. Despite expiration of the patents, the suit seeks injunctive relief and a permanent injunction as well as unspecified damages, fees and costs. Mobileye Vision Technologies Ltd. and Mobileye Inc., sued Facet in the U.S. District Court of Minnesota seeking a declaratory judgment of non-infringement of both patents. Before either action was answered, the Patent Trial and Appeal Board ("PTAB") of the US Patent and Trademark Office instituted two Inter Parte Review (IPR) proceedings on both patents, and both district court actions were stayed. Final Determinations were reached by the PTAB in both IPRs. In one, the PTAB found invalid all claims that Facet asserted in the Texas suit. The PTAB upheld the patentability of other claims not asserted in the Texas suit. Facet's request for Director review was denied and the deadline to appeal has passed without Facet doing so, rending final the PTAB's decision and invalidating all asserted claims of that patent. In the other IPR, the PTAB upheld the patentability of a single claim. Mobileye is pursuing an appeal of that decision. In May 2026, Facet moved to lift the stay in the Texas suit. Mobileye opposed, and the court has yet to rule. Therefore, the Texas and Minnesota district court actions both remain stayed. We intend to defend these matters vigorously. No provision was recorded in the condensed consolidated financial statements as of September 26, 2026.

NOTE 12 - GOODWILL

The following table presents the carrying amount of goodwill by segment as of September 26, 2026 and December 27, 2025.

U.S. dollars in millions	Mobileye	Other	Total
December 27, 2025	$ 8,089	$ 111	$ 8,200
Business combination (1)	498	—	498
Impairment	(3,788)	—	(3,788)
September 26, 2026	$ 4,799	$ 111	$ 4,911

(1) Goodwill arising from the acquisition of Mentee Robotics has been allocated to the Mobileye reporting segment.

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During the first quarter of 2026, the Company performed an interim quantitative goodwill impairment analysis for the "Mobileye" reporting unit, due to a 35% decline in the price of the Company's Class A common stock, and a corresponding decline in market capitalization since the most recent assessment date, as well as increased uncertainty in the macroeconomic and geopolitical environment. The quantitative assessment was performed by measuring the reporting unit's fair value using the income approach, based on the expected present value of estimated future cash flows. The fair value measurement is categorized as Level 3 within the fair value hierarchy due to the use of unobservable inputs such as financial projections, terminal growth rate, and discount rate. When using the income approach, we tested the reasonableness of the inputs and outcomes of our discounted cash flow analysis against available market data. As part of this analysis, we determined that a significant increase in the discount rate was required relative to the discount rate used in our most recent assessment. This increase resulted from higher market-based and Mobileye-specific risk premiums associated with changes in global macroeconomic conditions in 2026, including heightened geopolitical risks related to operations in the Middle East, particularly the conflict between Israel and Iran, as well as increased uncertainty related to the evolving competitive landscape.

The results of the impairment analysis indicated that the carrying value of the Mobileye reporting unit was in excess of its fair value. Therefore, the Company has recorded a non-cash impairment loss of $3,788 million, under "goodwill impairment" in the Condensed Consolidated Statements of Operations.

Our impairment conclusion is sensitive to the market capitalization in that a further sustained decline in the Company's market capitalization may require additional analysis to support the reasonability of our implied control premium, and may require further adjustments to certain key assumptions underlying our valuation.

During the third quarter of 2026, we completed our quarterly qualitative assessment for indicators of goodwill impairment. Based on the assessment, no indicators were identified for the "Mobileye" reporting unit. For the "Other" reporting unit, we performed a quantitative goodwill impairment analysis in light of changes in business strategy and a related workforce reduction. The analysis indicated that no goodwill impairment was required. Fair value was estimated using the expected present value of future cash flows and is categorized as Level 3 within the fair value hierarchy due to the use of unobservable inputs.

NOTE 13 - BUSINESS COMBINATIONS

On February 3, 2026, the Company and Mobileye Vision Technologies Ltd. (a wholly-owned indirect subsidiary of the Company) acquired 100% of the issued and outstanding stock of Mentee Robotics, an AI-first humanoid robotics company, pursuant to the Share Purchase Agreement.

The Share Purchase Agreement provided for an aggregate purchase price of $900 million, which consisted of (i) approximately $612 million in cash, and (ii) 26,279,824 shares of Class A common stock of the Company. The entirety of such Class A common stock (the "Aggregate Stock Consideration") was allocated to the co-founders of Mentee Robotics, Prof. Amnon Shashua, Prof. Shai Shalev-Shwartz and Prof. Lior Wolf (the "Mentee Founders"). 10% of the Aggregate Stock Consideration is subject to a six month lock-up period pursuant to a Lock-Up Agreement. The remaining 90% of the Aggregate Stock Consideration was deposited with a deferred consideration trustee and will be released in equal portions twenty-four and forty-eight months after the closing date of February 3, 2026, subject to continued employment, or under certain circumstances affiliation, with the Company and its subsidiaries. Prof. Amnon Shashua received 37.83% of the total consideration, valued at approximately $341 million, paid evenly in cash and Class A Common Stock, and Prof. Shai Shalev-Shwartz received 13.07% of the total consideration, valued at approximately $118 million, paid evenly in cash and the Company's Class A common stock.

At the closing, $95 million of the purchase price was deposited with an escrow agent (provided that with respect to the Mentee Founders, 50% of their pro rata portion of the escrow was deposited in the form of Class A common stock) to secure the post-closing purchase price adjustments and certain indemnification obligations of the shareholders of Mentee Robotics.

Pursuant to the Share Purchase Agreement, (i) all vested options to acquire shares of Mentee Robotics (each option, a "Mentee Option") and 20% of unvested Mentee Options ("Accelerated Options") were cancelled and converted into the right to receive a portion of the cash consideration based on the intrinsic value of such Mentee Options at the purchase price and (ii) all remaining unvested Mentee Options were cancelled and converted into the right to receive a number of unvested RSUs of the Company calculated based on the volume weighted average of the closing sale prices for the Company's Class A common stock over the thirty (30) Trading Days ending immediately prior to February 3, 2026 and with a value equal to the intrinsic value of such Mentee Options at the purchase price.

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The Share Purchase Agreement contains customary representations, warranties and covenants of the Company, Mobileye Vision Technologies Ltd. and Mentee Robotics, certain of which (except for the representations and warranties of the Company) shall survive the closing of the Acquisition. The shareholders of Mentee Robotics have agreed to indemnify the Company and Mobileye Vision Technologies Ltd. for certain breaches of representations, warranties and covenants.

Purchase Price Allocation

The following table summarizes the purchase consideration for the Acquisition of Mentee Robotics:

	U.S. dollars in millions
Cash paid for outstanding Mentee shares (1)	$ 583
Cash paid for vested Mentee options (2)	24
Total cash consideration	**607**
Fair value of Mobileye Class A common stock issued to Mentee Founders (3)	23
Fair value of Mentee options assumed by Mobileye (4)	7
Total purchase consideration	**$ 637**

(1) Represents the cash consideration paid to Mentee Robotics shareholders for their outstanding Mentee shares.

(2) Represents the cash consideration paid to Mentee Robotics employees for their vested options and accelerated options (which were converted into the right to receive cash consideration) for the portion attributable to the pre-combination service period. The portion of accelerated options value which is attributable to post-combination service period, amounted to $4 million and was recognized as an immediate expense.

(3) Represents the fair value of the Class A common stock (as of the closing date) issued to Mentee Founders that are not subject to continuing employment (10% of the Aggregate Stock Consideration). The substantial majority of the Class A common stock issued to Mentee Founders (90% of the Aggregate Stock Consideration) is contingent on continuing employment and therefore not recognized as part of the total purchase consideration of $637 million. The fair value of these Restricted Shares, amounting to $207 million will be recognized as share-based compensation expense over two and four years.

(4) Represents the fair value of Mentee Robotics options attributable to pre-acquisition services. The fair value of Mobileye RSUs that replaced Mentee Robotics unvested options that is attributable to post-combination services amounts to $10 million and will be recognized as an expense over a service period of up to four years.

Total purchase consideration has been allocated as follows:

	U.S. dollars in millions
Cash and cash equivalents	$ 16
Other current assets	1
Property and equipment, net	1
Intangible assets (1)	128
Goodwill	498
Deferred tax assets	2
Other long-term assets	1
Total assets acquired	**647**
Accounts payable and accrued expenses	*
Employee related accrued expenses	1
Other current liabilities	1
Deferred tax liabilities	8
Total liabilities assumed	**10**
Fair value of net assets acquired (2)	**$ 637**

* Less than $1 million.

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(1) The fair value of the Developed IP Asset was determined using the Multi-Period Excess Earnings Method and will be amortized over a useful life of 9 years. The significant assumptions used include useful economic life, estimated annual net cash flows, discount rate and applicable tax rate.

(2) The fair value of the assets and liabilities acquired is based on our preliminary valuations. Final adjustments may be made to the purchase price allocation if more information becomes available.

The goodwill is primarily attributable to the expected synergies and other benefits that will be generated from the combination of Mobileye and Mentee Robotics, as well as the value attributable to the assembled workforce. Goodwill arising from the Acquisition has been allocated to the Mobileye reporting segment.

The Law for Encouragement of Knowledge-Intensive Industry (Temporary Order) — 2023 by the Israel Tax Authorities, generally referred to as the "Angels Law", includes several incentives to promote, inter alia, investments of Israeli Technological companies in Israeli or foreign technological companies, allowing a five-year amortization period for the acquisition net cost, as defined by the Angels Law and subject to meeting certain conditions. In August 2026, regulations of the Angels Law were published and introduced an elective mechanism for eligible acquiring companies under the Angels Law, to convert the benefit of the tax deduction into refundable tax credits, starting 2026, with an option to receive the benefit as a cash grant, subject to the conditions and timing prescribed by the regulations. To qualify for this tax benefit, certain requirements must be met, as defined by the Angels Law and the regulations. The Company expects the acquisition of Mentee Robotics to satisfy the requirements for tax incentives under the Angels Law.

For U.S. tax purposes, the Company has elected to treat the acquisition as an asset purchase. The election will result in a step-up in the tax basis of the acquired assets to their estimated fair values. The step-up will create deductible temporary differences primarily related to intangible assets and goodwill, which are expected to be amortized over fifteen years for U.S. tax purposes.

During the nine months ended September 26, 2026, we incurred $6 million of transaction costs related to the Acquisition which were recorded in general and administrative expenses in the condensed consolidated statements of operations and comprehensive income (loss).

The operating results of Mentee Robotics have been included in the condensed consolidated statements of operations and comprehensive income (loss) since the acquisition date and are not material. Proforma financial information has not been presented because the impact of the acquisition was not material to the condensed consolidated statements of operations and comprehensive income (loss).

NOTE 14 - SUBSEQUENT EVENTS

Share-based compensation

In October 2026, the Company's compensation committee approved the issuance of restricted stock units to be issued under our 2022 Plan. The total aggregate fair value of RSUs granted was $17.5 million, which consisted of 2,461 thousand RSUs, which will vest over a service period of three years.

Item 2. 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 condensed consolidated financial statements and related notes included elsewhere in this report. 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" included elsewhere in this report 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.

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 25 years ago and have continuously expanded the scope of our ADAS offerings, while leading the evolution to autonomous driving solutions. On February 3, 2026, we completed the acquisition of Mentee Robotics, a humanoid robotics company. This acquisition combines Mobileye's advanced artificial intelligence ("AI") technology and global production expertise with Mentee Robotics' breakthrough humanoid platform and deep AI talent, creating a comprehensive provider of Physical AI technology across two transformative markets: autonomous driving and humanoid robotics.

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 September 26, 2026, our solutions have been installed in approximately 1,400 vehicle models (including local country, year, and other vehicle model variations), and our System-on-Chips ("SoCs") have been deployed in more than 268 million vehicles. We are actively working with more than 50 Original Equipment Manufacturers ("OEMs") worldwide on the implementation of our ADAS solutions. In the nine months ended September 26, 2026, we shipped approximately 30.4 million of our systems, the substantial majority of which were EyeQ™ SoCs. This represents an increase from the approximately 27.4 million of our systems that we shipped in the nine months ended September 27, 2025.

We were founded in Israel in 1999. Our co-founder, Professor Amnon Shashua, is our President and Chief Executive Officer. In 2014, we completed an initial public offering as a foreign private issuer and traded under the symbol "MBLY" on the New York Stock Exchange. Intel Corporation ("Intel") acquired Mobileye for $15.3 billion in 2017, after which we became a wholly-owned subsidiary of Intel. We completed the internal reorganization and design of our new public entity (the "Reorganization") and our initial public offering (the "Mobileye IPO") in October 2022.

Operations in Israel.

On October 7, 2023, Hamas launched a series of attacks on civilian and military targets in Southern Israel and Central Israel, to which the Israel Defense Forces responded. In addition, Iran, Hezbollah and the Houthi movement attacked military and civilian targets in Israel, to which Israel responded, including through increased air and/or ground operations in Lebanon, Syria, Yemen and Iran. Following years of conflict in the region, on October 9, 2025, Israel, Hamas, the United States and other countries in the region agreed to a framework for a ceasefire in Gaza between Israel and Hamas. On February 28, 2026, the United States and Israel launched joint combat operations in Iran to which Iran and Hezbollah responded with ballistic missile and drone attacks on Israel as well as other countries and U.S. military bases in the region. Although the United States and Iran have announced ceasefire and de-escalation arrangements from time to time, including a memorandum of understanding entered into on June 17, 2026 that contemplates the termination of military operations on multiple fronts, hostilities have resumed and may continue or escalate. How long and how severe the current conflicts in Gaza, Northern Israel, Lebanon, Iran or the broader region last and become is unknown at this time and any continued clash among Israel, Hamas, Hezbollah, Iran or other countries or militant groups in the region may escalate in the future into a greater regional conflict. To date, our operations have not been materially affected, although as of October 21, 2026 approximately 1.6% of our employees have been called to reserve duty in the Israel Defense Forces. However, since these are events beyond our control, their continuation or cessation may affect our expectations. We continue to monitor political and military developments closely and examine the consequences for our operations and assets.

Our Business Model

We currently derive substantially all of our revenue from our commercially deployed ADAS solutions, including our Premium ADAS solutions. We are now approaching the start of production of an advanced set of solutions, including Mobileye Surround ADAS™, Mobileye SuperVision™, Mobileye Chauffeur™ and Mobileye Drive™. These solutions are propelled by our EyeQ™6 SoC and subsequent EyeQ™ generations, our next-generation software solutions, and our software-defined imaging radars. We expect these solutions will, over time, meaningfully contribute to changes in our mix of revenue and result in broader adoption of premium ADAS and AV products by our customers.

We generate the 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 six generations of our automotive grade SoC, EyeQ™, with STMicroelectronics, including EyeQ™5 and EyeQ™6. We have also established relationships with several suppliers, such as Quanta Computer, to develop and assemble our ECUs, including the design for our Mobileye SuperVision™, which includes our EyeQ™5 SoCs manufactured by STMicroelectronics. As part of an effort to establish redundancy and better control of our supply chain, we have sought additional qualified suppliers, and we have recently entered into an agreement with TSMC (Taiwan Semiconductor Manufacturing Company Ltd.) pursuant to which it will manufacture components of our imaging radar and some of our future generations of our EyeQ™ product, and potentially other future products.

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. For example, we may license certain technologies from Intel that support the design and development of our software-defined imaging radar, including Intel's mmWave technologies. 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, geopolitical issues including trade restrictions and tariffs, as well as other factors. For example, towards the end of the first half of 2024, global automotive production forecasts weakened, which disproportionately impacted our core customers, primarily due to their continued market share losses in China. We cannot be certain of the severity and length of the continued volatility in the global automotive market, including macro factors impacting our sales to OEMs in China, and the extent of the adverse effect that such volatility could have on our results of operations, financial condition and business in the long-term. While automotive production has now recovered to approximately 2019 levels, current uncertain economic conditions and inflation may contribute to a reduction in consumer demand. In addition to economic conditions, in prior periods we have experienced variability in customer ordering patterns and demand timing driven by supply chain disruptions, inventory management practices and changes in OEM production expectations, including customers accelerating orders during periods of constrained supply and subsequently utilizing accumulated inventory before placing new orders. While these dynamics have largely normalized, similar fluctuations in customer ordering behavior, production estimates or inventory levels may recur in future periods and could result in variability in the timing of our revenue recognition. Additionally, recent increased demand for semi-conductor and other components has resulted in component shortages, price increases and longer order lead times, which may increase the pricing of our solutions and/or our ability to meet our customers' demand. Certain Tier 1 customers may increase their orders for our solutions to counteract these component shortages and any resulting price increases or other impacts, causing some demand for our solutions and the corresponding revenue to be shifted to an earlier time period than otherwise would have occurred. 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 $1,558 million in the nine months ended September 26, 2026 was up 8% year-over-year. Continued or future constraints on global automotive production resulting from the effects of economic uncertainty, both global and in specific markets in which we operate, may be a limiting factor on our ability to increase 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.

Acquisition and integration of new technologies and expansion into adjacent markets. Our results of operations may be affected by our ability to successfully integrate acquired businesses and technologies and to effectively allocate resources to new areas of development. On February 3, 2026, we acquired Mentee Robotics, a privately held Israeli company focused on humanoid robotics. The integration of Mentee Robotics' personnel, technology and operations may require significant management attention, capital investment and operating expenses, and we may not realize the anticipated benefits of the acquisition on the expected timeline or at all. Humanoid robotics is a nascent and rapidly evolving area characterized by significant technical complexity, long development timelines, potentially high capital requirements, uncertain customer demand and evolving regulatory and safety frameworks. Our investment in this area may result in increased research and development and operating expenses and may divert resources from our core ADAS and autonomous driving initiatives. In addition, the timing and extent of commercialization of humanoid robotics solutions remains uncertain with respect to scalability, economic viability and regulatory approval. In June 2026, we announced plans to establish a vertically integrated robotaxi business that would expand our role beyond supplying autonomous-driving technology to owning and operating an autonomous ride-hailing service. This expansion is in its initial stages, and may require significant management attention, Company resources, capital investment and operating expenses, and is subject to a number of risks and uncertainties, including with respect to its timing, cost and ultimate success. As a result, our expansion into adjacent markets and new business models, including through the acquisition of Mentee Robotics and our planned vertically integrated robotaxi business, may adversely affect our results of operations, margins and cash flows, particularly in the near to medium term.

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 our suppliers' ability to procure raw materials or impede or slow the movement of our goods across borders. In addition, tariffs could lead to higher prices for finished automobiles, which could reduce demand for automobiles and thus the market for our products. During 2025, the United States implemented a series of broad-based and sector-specific tariffs affecting passenger vehicles, automotive components and other industrial inputs, as well as country-specific tariff regimes and reciprocal trade measures. These actions were accompanied by ongoing bilateral and multilateral negotiations, interim trade agreements, pauses, delays and retaliatory measures by certain countries, resulting in significant uncertainty regarding the scope, timing and duration of applicable tariffs and export controls. In addition, sector-specific measures announced during 2025, including tariffs on certain raw materials, export controls affecting the semiconductor supply chain and evolving AI-related export control developments, have increased complexity and risk across global automotive and technology markets. During 2026, including the third quarter, U.S. trade policy continued to evolve through changes to tariff measures, judicial decisions concerning tariff authority and further governmental actions. As of the date of this report, there remains a high degree of uncertainty surrounding U.S. trade policy, how it will be implemented, how other countries will react, and how it will ultimately impact our industry and business. For example, our customers may have shifted or will shift orders for components and parts, including our solutions, adjust sourcing strategies or modify productions schedules, which could shift demand for our solutions and corresponding revenue between periods. While we continually evaluate changes in U.S. trade policy and global reactions thereto, as well as our ability to mitigate their impact, these developments may negatively impact our customers, our results of operations and our business. For additional information, see "Item 1A - Risk Factors - We are subject to risks related to trade policies, sanctions, and import and export controls" in our 2025 Form 10-K.

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, including in-house technologies developed by our customers, 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.

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, from supporting a variety of ADAS solution architectures to hosting the full workload of autonomous driving, while meeting stringent cost and power efficiency requirements. We expect that our software-defined imaging 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.

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. 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 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, including robotaxi services, will significantly impact our financial performance. We believe that our leadership 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.

Average selling price ("ASP") varies 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 also are currently delivering full system solutions consisting of higher-function products such as SuperVision™ which carry significantly higher prices as compared to our single EyeQ™ SoC and cloud-enhanced ADAS products. We believe our differentiated and scalable solutions consistently enhanced by additional features can enable us to maintain or increase overall ASPs over time, as SuperVision™ and other advanced solutions become a larger portion of our product mix.

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. We experienced increases in input costs in 2022 and 2023 as a result of supply chain shortages, including the global semiconductor shortage, and inflationary pressures. While we were largely successful in increasing our ASPs to reflect these cost increases, we experienced a reduction in percentage gross margin as a result of these cost increases. More recently, the AI industry has generated increased demand for components necessary for the production of our solutions, including EyeQ™ SoCs and ECUs for our SuperVision™, Mobileye Chauffeur™ and Mobileye Drive™ solutions. This new demand has resulted in and may continue to result in increased competition for and shortages of components necessary for our solutions and substantial increases in prices for such components. 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, Quanta Computer and other suppliers 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 could limit our ability to meet customer demand and result in delayed, reduced, or canceled orders. In prior periods, we experienced supply chain disruptions, raw material shortages and manufacturing capacity constraints that reduced the availability of key components, including EyeQ™ SoCs, and resulted in lower inventory levels and limitations on our ability to meet customer demand. As supply conditions improved, we increased inventory levels to help mitigate potential future constraints. However, as supply constraints continue or recur, depending on their duration and severity, we may again be required to operate with reduced inventory levels, which could limit our ability to meet customer demand. As a result, we are substantially reliant on timely shipments of EyeQ™ SoCs from STMicroelectronics and ECUs from Quanta Computer (or other suppliers) and may in the future become reliant on additional suppliers such as TSMC, to fulfill customer orders and if such a shortfall of chips or ECUs were to occur, we may be unable to offset future supply constraints through the use of inventory on hand. Beginning in 2025 and continuing through the third quarter of 2026 the AI industry has generated increased demand for components necessary for the production of our solutions, including EyeQ™ SoCs and ECUs for our SuperVision™, Mobileye Chauffeur™ and Mobileye Drive™ solutions. This new demand has resulted in and may continue to result in increased competition for and shortages of components necessary for our solutions, substantial increases in prices for such components and suppliers requiring us to increase lead times and purchase greater quantities of such components in advance in order to ensure we secure sufficient supply. Such shortages of components, as well as the increases in pricing, order requirements and lead times, have and may continue to impact our ability to supply solutions to our customers in order to meet demand as well as impact OEMs' ability to purchase our solutions. 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 continues to monitor 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 currently anticipate that our current supply chain constraints would materially adversely affect our results of operations, capital resources, sales, profits, and liquidity on a long-term basis.

Equity compensation expenses. In connection with the Mobileye IPO, we established an equity incentive plan for purposes of granting share-based compensation awards to certain members of our senior management, to our non-employee directors and to employees, to incentivize their performance and align their interests with ours. 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 including our Premium ADAS solutions. We generate the majority of our revenue from the sale of our EyeQ™ SoCs to OEMs primarily 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 90% and 89% of our revenue for the three months ended September 26, 2026 and September 27, 2025, respectively, and 90% and 91% of our revenue in the nine months ended September 26, 2026 and September 27, 2025, respectively. Sales of our SuperVision™ product represented over half of the remainder of our revenue for the three months ended September 26, 2026 and September 27, 2025, and for the nine months ended September 26, 2026. Sales of our SuperVision™ product represented less than half of the remainder of our revenue for the nine months ended September 27, 2025. Revenue from the sale of our EyeQ™ products and SuperVision™ products is recognized at the time of product shipment from our facilities, as determined by the agreed-upon shipping terms. 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 our SuperVision™ product, and amortization of acquired intangible assets, identified as developed technology and developed IP. Additional costs are royalty fees for the intellectual property that is included in the EyeQ™ SoC, personnel-related expenses, logistics and insurance 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 over time 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 in future periods.

Research and Development Expenses, net

Research and development expenses primarily consist of expenses associated with personnel related expenses, facilities, equipment and supplies for research and development activities, materials, parts and other prototype development, cloud computing services, consulting and other professional services, quality assurance within the development programs, and allocated overhead costs.

We enter into best-efforts nonrefundable non-recurring engineering ("NRE") 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.

On March 29, 2026, the Israeli Knesset enacted the "Law for the Encouragement and Incentivization of Research and Development, 2026" (the "R&D Law"). The R&D Law introduces a refundable tax credit regime which applies to qualifying research and developments expenditures incurred in tax years beginning on or after January 1, 2026. The R&D Law provides eligible companies with an incentive calculated as a percentage of qualifying research and development expenditures incurred in Israel. Subject to applicable statutory requirements and other conditions, the incentive may be offset against Israeli income taxes or Israeli qualified domestic minimum top-up taxes ("QDMTT"). Alternatively, an unused grant may be received in cash after the prescribed carryforward period, or an eligible company may make an irrevocable election to receive the incentive as a cash grant rather than a credit. Such incentives are recognized as a reduction of research and development expenses once there is reasonable assurance that the Company complies with required conditions and the incentive will be received.

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. The expected increase is 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 investment in software and hardware infrastructure for 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 brands, personnel-related expenses, including share-based compensation of our sales force, as well as marketing expenses and allocated overhead costs.

We expect to increase our sales and marketing expenses over time, 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, insurance costs, expenses associated with finance and legal departments, including legal and accounting fees, litigation expenses, and fees for professional and contract services.

We expect our general and administrative expenses to moderately increase in absolute dollars but to decrease as a percentage of total revenue as our business grows. The expected increase is mainly associated with the costs related to being a public company, as well as the increased use of share-based compensation for general and administrative personnel.

Goodwill Impairment

Goodwill impairment expenses consist of a non-cash impairment loss recognized for the goodwill of the "Mobileye" reporting unit in the nine months ended September 26, 2026, as a result of the impairment analysis the Company performed during the first quarter of 2026.

Financial Income (Expense), net

Financial income (expense), net, consists primarily of income related to investments in money market funds, short term deposits as well as income from marketable securities, and 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. We also have incurred deferred tax liabilities with respect to tax amortization of certain 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.

In addition, in 2021, the OECD announced an Inclusive Framework on Base Erosion and Profit Shifting including Pillar Two Model Rules defining the global minimum tax, which calls for the taxation of large multinational corporations at a minimum rate of 15%. Subsequently, multiple sets of administrative guidance have been issued. Many non-U.S. tax jurisdictions have either recently enacted legislation to adopt certain components of the Pillar Two Model Rules beginning in 2024 (including the European Union Member States), with the adoption of additional components in later years, or announced their plans to enact legislation in future years. In Israel, the regulations implementing the Pillar Two Model Rules became effective for tax years beginning after January 1, 2026. The Pillar Two Model Rules are not expected to have a material effect on our income tax provision for fiscal year 2026. We are continuing to evaluate the impacts of enacted legislation and pending legislation to enact Pillar Two Model Rules in the non-U.S. tax jurisdictions in which we operate. The Company is a constituent entity of its Parent for Pillar Two Model Rules purposes.

On March 29, 2026, the Israeli Knesset approved the R&D Law. The R&D Law introduces a refundable tax credit regime calculated as a percentage of qualifying research and development expenditures incurred in Israel, beginning on or after January 1, 2026, and is intended to align with the OECD Pillar Two framework. Subject to applicable statutory requirements and other conditions, eligible companies may offset the incentive against Israeli income taxes or QDMTT. Alternatively, an unused grant may be received in cash after the prescribed carryforward period, or an eligible company may make an irrevocable election to receive the incentive as a cash grant rather than a credit. Such incentives are recognized as a reduction to research and development expenses once there is reasonable assurance the conditions will be met and the benefit will be received.

The Israeli operations of Mobileye, Moovit and Mentee Robotics are 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 have not benefited due to a valuation allowance position. If warranted, based on the assessment of verifiable evidence in support of the realization of deferred tax assets, the valuation allowances may be released, resulting in a tax benefit.

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 periods presented in our condensed consolidated financial statements primarily relates to U.S. branch deferred tax assets not currently expected to be realized given that we have sustained recent losses.

Results of Operations

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

U.S. dollars in millions	Three Months Ended September 26, 2026 Amount	% of Revenue	Three Months Ended September 27, 2025 Amount	% of Revenue	Nine Months Ended September 26, 2026 Amount	% of Revenue	Nine Months Ended September 27, 2025 Amount	% of Revenue
Revenue	$ 492	100 %	$ 504	100 %	$ 1,558	100 %	$ 1,448	100 %
Cost of revenue	231	47 %	261	52 %	787	51 %	746	52 %
Gross profit	**261**	**53 %**	**243**	**48 %**	**771**	**49 %**	**702**	**48 %**
Operating expenses:								
Research and development, net	284	58 %	304	60 %	814	52 %	861	59 %
Sales and marketing	26	5 %	29	6 %	82	5 %	85	6 %
General and administrative	33	7 %	19	4 %	95	6 %	56	4 %
Goodwill impairment	—	— %	—	— %	3,788	243 %	—	— %
Total operating expenses	**343**	**70 %**	**352**	**70 %**	**4,779**	**307 %**	**1,002**	**69 %**
Operating income (loss)	**$ (82)**	**(17)%**	**$ (109)**	**(22)%**	**$ (4,008)**	**(257)%**	**$ (300)**	**(21)%**
Financial income (expense), net	14	3 %	17	3 %	41	3 %	48	3 %
Income (loss) before income taxes	**(68)**	**(14)%**	**(92)**	**(18)%**	**(3,967)**	**(255)%**	**(252)**	**(17)%**
Benefit (provision) for income taxes	1	— %	(4)	(1)%	61	4 %	(13)	(1)%
Net income (loss)	**$ (67)**	**(14)%**	**$ (96)**	**(19)%**	**$ (3,906)**	**(251)%**	**$ (265)**	**(18)%**

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

U.S. dollars in millions	Three Months Ended September 26, 2026	Three Months Ended September 27, 2025	Nine Months Ended September 26, 2026	Nine Months Ended September 27, 2025
Cost of revenue	$ 53	$ 94	$ 245	$ 282
Research and development, net	—	—	2	—
Sales and marketing	16	17	49	51
Total amortization of acquired intangible assets	**$ 69**	**$ 111**	**$ 296**	**$ 333**

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

U.S. dollars in millions	Three Months Ended September 26, 2026	Three Months Ended September 27, 2025	Nine Months Ended September 26, 2026	Nine Months Ended September 27, 2025
Cost of revenue	$ —	$ —	$ 1	$ 1
Research and development, net	81	62	216	178
Sales and marketing	2	2	5	5
General and administrative	20	8	53	22
Total share-based compensation	**$ 103**	**$ 72**	**$ 275**	**$ 206**

(3) Includes the R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs which reflects the actual sale of shares of common stock issued upon conversion of restricted stock units and is recognized as a reduction to research and development expenses:

U.S. dollars in millions	Three Months Ended September 26, 2026	Three Months Ended September 27, 2025	Nine Months Ended September 26, 2026	Nine Months Ended September 27, 2025
Research and development, net	**$ 1**	**$ —**	**$ 18**	**$ —**

Comparison of the three and nine months ended September 26, 2026 and September 27, 2025

Revenue

In the three months ended September 26, 2026, revenue decreased by $12 million compared to the three months ended September 27, 2025. This decrease in revenue was primarily due to a decrease of $6 million in EyeQ™ SoC revenue attributable to higher sales to Chinese OEMs with a lower average system price and a $4 million decrease in SuperVision™ attributable to a decrease in volume. Average System Price, calculated as the sum of revenue related to EyeQ™ and SuperVision™ systems divided by the number of systems delivered, decreased by 5%, primarily due to the higher portion of EyeQ™ sales to Chinese OEMs and a lower percentage of SuperVision™ related revenue, as compared to the third quarter of 2025.

In the nine months ended September 26, 2026, revenue increased by $110 million, or 8%, compared to the nine months ended September 27, 2025. This increase was primarily due to an increase of $84 million, or 6%, in EyeQ™ SoC and $31 million or 63% in SuperVision™ revenue attributable mainly to an 11% and 42% increase in volumes respectively. Average System Price decreased by 2%, mainly due to the higher portion of EyeQ™ sales to Chinese OEMs, partially offset by a higher percentage of SuperVision™ related revenue as compared to the nine months ended September 27, 2025.

Cost of Revenue

In the three months ended September 26, 2026, our cost of revenue decreased by $30 million, or 11% compared to the three months ended September 27, 2025. The decrease is attributed to a $42 million decrease in amortization of intangible assets partially offset by an increase in manufacturing costs mainly resulting from a different generation mix of EyeQ™ sold.

In the nine months ended September 26, 2026, our cost of revenue increased by $41 million, or 5%, compared to the nine months ended September 27, 2025. The increase is attributed to manufacturing costs, mainly resulting from the increase in sales of EyeQ™ SoC and SuperVision™ systems, partially offset by a $37 million decrease in amortization of intangible assets.

Gross Profit and Margin

In the three months ended September 26, 2026, our gross profit increased by $18 million, or 7% compared to the three months ended September 27, 2025. The increase was primarily due to a $42 million decrease in amortization of intangible assets partially offset by lower EyeQ™ average system price due to higher sales to Chinese OEMs and an increase in cost due to a different generation mix of EyeQ™ sold.

In the nine months ended September 26, 2026, our gross profit increased by $69 million, or 10%, compared to the nine months ended September 27, 2025. The increase was primarily due to the increase in EyeQ™ and SuperVision™ revenue, in addition to a $37 million decrease in amortization of intangible assets.

In the three and nine months ended September 26, 2026, our gross margin increased to 53% and 49% compared to 48% in the three and nine months ended September 27, 2025. The increase in both periods was primarily due to a decrease in amortization of intangible assets as a percentage of revenue, partially offset by higher sales of EyeQ™ to Chinese OEMs which carry lower ASP and an increase in cost due to a different generation mix of EyeQ™ sold.

Research and Development Expenses, net

Research and development expenses, net, in the three months ended September 26, 2026, decreased by $20 million, or 7%, compared to the three months ended September 27, 2025. This decrease was primarily due to a $52 million R&D Law incentive grant recognized this quarter, which was partially offset by higher share-based compensation expenses as well as higher payroll and related expenses mainly due to the effect of exchange rate fluctuations of the U.S. Dollar against the New Israeli Shekel.

Research and development expenses, net, in the nine months ended September 26, 2026 decreased by $47 million, or 5%, compared to the nine months ended September 27, 2025. This decrease was mainly due to the recognition of $162 million R&D Law incentive grant during the period, partially offset by an increase in payroll and related expenses mainly due to the effect of exchange rate fluctuations of the U.S. Dollar against the New Israeli Shekel, as well as higher share-based compensation expenses.

Sales and Marketing Expenses

Sales and marketing expenses in the three months ended September 26, 2026, decreased by $3 million or 10% compared to the three months ended September 27, 2025. Sales and marketing expenses in the nine months ended September 26, 2026, decreased by $3 million or 4% compared to the nine months ended September 27, 2025. The decrease in both periods was mainly due to lower marketing activities and public relations expenses.

General and Administrative Expenses

General and administrative expenses in the three months ended September 26, 2026 increased by $14 million or 74% compared to the three months ended September 27, 2025 due to higher share-based compensation expenses associated primarily with the acquisition of Mentee Robotics.

General and administrative expenses in the nine months ended September 26, 2026 increased by $39 million or 70%, compared to the nine months ended September 27, 2025. This increase was due to transaction costs and share-based compensation expenses associated primarily with the acquisition of Mentee Robotics.

Goodwill Impairment

Goodwill impairment expenses were zero and $3,788 million in the three and nine months ended September 26, 2026, respectively, and zero in the three and nine months ended September 27, 2025. During the first quarter of 2026, the Company performed an interim quantitative goodwill impairment analysis for the “Mobileye” reporting unit, resulting in a non-cash impairment loss. For further details, refer to Note 12 to the Condensed Consolidated Financial Statements included in this report.

Financial Income (expense), net

Financial income, net, in the three months ended September 26, 2026 decreased by $3 million or 18% compared to the three months ended September 27, 2025. Financial income, net, in the nine months ended September 26, 2026 decreased by $7 million, or 15%, compared to the nine months ended September 27, 2025. The change in both periods was mainly as a result of a decrease in interest income earned on investments due to cash used for the acquisition of Mentee Robotics in February 2026, which was partially offset by the impact of fluctuations in foreign exchange rates.

Benefit (Provision) for Income Tax

In the three months ended September 26, 2026 benefit for income tax was $1 million, compared to a provision for income tax of $(4) million in the three months ended September 27, 2025. The decrease of $5 million in tax provision was primarily due to the reduction in deferred tax liability resulting from the goodwill impairment to the Mobileye reporting unit which was recorded in the first quarter of 2026, partially offset by a lower loss before income taxes in foreign jurisdictions. In the nine months ended September 26, 2026, benefit for income tax was $61 million, compared to a provision for income tax of $13 million in the nine months ended September 27, 2025, mainly due to the deferred tax effect of $67 million attributed to goodwill impairment to the Mobileye reporting unit which was recorded in the first quarter of 2026.

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 departments; investments attributable to new product development; the recent acquisition of Mentee Robotics, a humanoid robotics company; the repurchase program authorized by our Board of Directors in April 2026 to repurchase up to $250 million of Mobileye’s outstanding Class A common stock (the “Repurchase Program”), as well as for funding our capital expenditures. Our capital expenditures for purchase of property and equipment have related mainly to data storage and other computer related equipment, expenditure related to research and development projects including data farming and cloud compute, and to leasehold improvements, and were $72 million and $52 million for the nine months ended September 26, 2026 and September 27, 2025, respectively. Cash paid for the acquisition of Mentee Robotics, net of cash acquired, was $591 million.

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. We expect our total capital expenditures for 2026 to be higher compared to our total capital expenditures in 2025. We continue to invest in equipment related to the development of our next generation products. 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. 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 consolidated statements of cash flow data:

	Nine Months Ended	
U.S. dollars in millions	**September 26, 2026**	**September 27, 2025**
Net cash provided by operating activities	$ 303	$ 489
Net cash used in investing activities	(765)	(64)
Net cash used in financing activities	(33)	(102)
Effect of foreign exchange rate changes on cash and cash equivalents	9	8
Increase (decrease) in cash, cash equivalents and restricted cash	**$ (486)**	**$ 331**

Operating activities

For the nine months ended September 26, 2026 compared to the nine months ended September 27, 2025, the $186 million decrease in cash provided by operating activities was mainly due to an increase of $3,641 million in net loss, offset by $3,788 million of non-cash goodwill impairment loss, as well as an increase in other long term assets due to a $162 million R&D Law incentive grant recognized, an increase in trade accounts receivable and a lower decrease in inventory, compared to the nine months ended September 27, 2025, due to the increase in sales and the relatively low accounts receivable balance as of the end of 2025.

Investing activities

Net cash used in investing activities in the nine months ended September 26, 2026 and September 27, 2025 was $765 million and $64 million, respectively. The nine months ended September 26, 2026 include $591 million net cash paid for the acquisition of Mentee Robotics. In both periods net cash used in investing activities included capital expenditures and debt investments.

Financing activities

Net cash used in financing activities in the nine months ended September 26, 2026 and the nine months ended September 27, 2025 was $33 million and $102 million, respectively, consisting mainly of repurchases of common stock.

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 the 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 the Israeli Severance Pay Law or labor agreements.

The majority 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 consolidated balance sheets.

Severance pay liability increased from $78 million as of December 27, 2025, to $83 million as of September 26, 2026, mainly due to the impact of fluctuations in foreign exchange rates.

Lease liabilities

We have lease agreements for vehicles and offices. We lease office space in various locations in Israel and around the world including Germany and China. All leases are operating leases with fixed payment terms where some of the leases include annual increases to lease payments based on an index or a rate. Lease liabilities, representing the present value of future lease payments, have decreased from $62 million as of December 27, 2025 to $58 million as of September 26, 2026, due to the progress in lease payments for existing arrangements.

Indebtedness

We have several bank guarantees aggregating approximately $26 million as of September 26, 2026 (denominated in New Israeli Shekels) mainly in connection with lease agreements and import of vehicles.

Non-GAAP Financial Measures

Our management uses Adjusted Gross Profit (Loss) and Margin, Adjusted Operating Income (Loss) and Margin and Adjusted Net Income (Loss), 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 condensed consolidated financial statements and related notes included elsewhere in this report.

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, 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 of our acquisition-related intangible assets, share-based compensation expenses, the R&D Law incentive grant related to ordinary income arising from sales of shares received upon settlement of RSUs, acquisition-related expenses, impairment of goodwill and 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. 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 goodwill impairment is appropriate because it does not reflect our core operating performance, and excluding such non-cash impairment loss facilitates a useful evaluation of our performance and comparisons to past operating results. We believe that the exclusion of the R&D Law incentive grant related to ordinary income arising from sales of shares received upon settlement of RSUs is consistent with our treatment of share-based compensation expenses in our non-GAAP measures, as it relates to incentives associated with equity-based compensation that are excluded from our non-GAAP results. Acquisition-related expenses include professional fees and other costs incurred in connection with business combinations. We believe exclusion of acquisition-related expenses is appropriate because they are transaction-specific costs and not reflective of our ongoing operating results.

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 expenses. 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:

	Three Months Ended				Nine Months Ended			
	September 26, 2026		September 27, 2025		September 26, 2026		September 27, 2025	
U.S. dollars in millions	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**
Gross Profit and Margin	$ 261	53 %	$ 243	48 %	$ 771	49 %	$ 702	48 %
Add: Amortization of acquired intangible assets	53	11 %	94	19 %	245	16 %	282	19 %
Add: Share-based compensation expense	—	— %	—	— %	1	— %	1	— %
Adjusted Gross Profit and Margin	**$ 314**	**64 %**	**$ 337**	**67 %**	**$ 1,017**	**65 %**	**$ 985**	**68 %**

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. 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 over time 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.

Our Adjusted Gross Margin decreased from 67% and 68% in the three and nine months ended September 27, 2025 to 64% and 65% in the three and nine months ended September 26, 2026. The decrease in both periods was primarily due to a reduction in EyeQ™ ASP, mainly attributable to higher volume sold to Chinese OEMs, which carry lower ASP in addition to a higher EyeQ™-related cost per unit given the different generation mix of EyeQ™ products sold.

Adjusted Operating Income (Loss) and Margin

We define Adjusted Operating Income (Loss) as operating income (loss) presented in accordance with GAAP, adjusted to exclude amortization of acquisition related intangibles, share-based compensation expenses, the R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs, acquisition-related expenses and impairment of goodwill. Operating Margin is calculated as operating income (loss) divided by total revenue, and Adjusted Operating Margin is calculated as Adjusted Operating Income (Loss) divided by total revenue.

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

	Three Months Ended				Nine Months Ended			
	September 26, 2026		September 27, 2025		September 26, 2026		September 27, 2025	
U.S. dollars in millions	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**
Operating Income (Loss) and Operating Margin	$ (82)	(17)%	$ (109)	(22)%	$ (4,008)	(257)%	$ (300)	(21)%
Add: Amortization of acquired intangible assets	69	14 %	111	22 %	296	19 %	333	23 %
Add: Share-based compensation expense	103	21 %	72	14 %	275	18 %	206	14 %
Less: R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs	(1)	— %	—	— %	(18)	(1)%	—	— %
Add: Acquisition related expenses	—	— %	—	— %	6	— %	—	— %
Add: Goodwill impairment	—	— %	—	— %	3,788	243 %	—	— %
Adjusted Operating Income (Loss) and Margin	**$ 89**	**18 %**	**$ 74**	**15 %**	**$ 339**	**22 %**	**$ 239**	**17 %**

Our Operating Loss decreased from $109 million in the three months ended September 27, 2025 to $82 million in three months ended September 26, 2026, mainly due to a decrease in operating expenses attributed to a $52 million R&D Law incentive grant recognized this quarter, in addition to a decrease of $42 million in amortization of intangible assets, partially offset by higher share-based compensation expenses.

Our Operating Loss increased from $300 million in the nine months ended September 27, 2025 to $4,008 million in the nine months ended September 26, 2026, mainly due to a goodwill impairment loss recognized in the first quarter of 2026.

Our Adjusted Operating Income increased by $15 million in the three months ended September 26, 2026 compared to the three months ended September 27, 2025, mainly due to a decrease in operating expenses attributed to a $51 million R&D Law incentive grant recognized this quarter, partially offset by a decrease in Adjusted Gross Profit.

Our Adjusted Operating Income increased by $100 million in the nine months ended September 26, 2026 compared to the nine months ended September 27, 2025, mainly due to higher Adjusted Gross Profit and lower operating expenses attributed to a R&D Law incentive grant recognized in 2026.

Our Adjusted Operating Margin increased from 15% for the three months ended September 27, 2025 to 18% for the three months ended September 26, 2026. Our Adjusted Operating Margin increased from 17% for the nine months ended September 27, 2025 to 22% for the nine months ended September 26, 2026. The increase in both periods was mainly due to a lower operating expenses as a percentage of revenue, partially offset by lower Adjusted Gross Margin.

Adjusted Net Income (Loss)

We define Adjusted Net Income (Loss) as net income (loss) presented in accordance with GAAP, adjusted to exclude amortization of acquisition related intangibles, share-based compensation expenses, the R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs, acquisition-related expenses, impairment of goodwill and 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 consist primarily of the deferred tax impact of the amortization of acquired intangible assets and impairment of goodwill.

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

	Three Months Ended				Nine Months Ended			
	September 26, 2026		September 27, 2025		September 26, 2026		September 27, 2025	
U.S. dollars in millions	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**	**Amount**	**% of Revenue**
Net Income (Loss)	$ (67)	(14)%	$ (96)	(19)%	$ (3,906)	(251)%	$ (265)	(18)%
Add: Amortization of acquired intangible assets	69	14 %	111	22 %	296	19 %	333	23 %
Add: Share-based compensation expense	103	21 %	72	14 %	275	18 %	206	14 %
Less: R&D Law incentive grant related to ordinary income arising from sales of shares received from the settlement of RSUs	(1)	— %	—	— %	(18)	(1)%	—	— %
Add: Acquisition related expenses	—	— %	—	— %	6	— %	—	— %
Add: Goodwill impairment	—	— %	—	— %	3,788	243 %	—	— %
Less: Income tax effects	(9)	(2)%	(11)	(2)%	(95)	(6)%	(33)	(2)%
Adjusted Net Income (Loss)	**$ 95**	**19 %**	**$ 76**	**15 %**	**$ 346**	**22 %**	**$ 241**	**17 %**

The three months ended September 26, 2026 ended with a Net Loss of $67 million compared to a $96 million Net Loss in the three months ended September 27, 2025. The decrease in Net Loss is mainly due to a reduction in operating expenses attributed to a $52 million R&D Law incentive grant recognized and a decrease in amortization of intangible assets, partially offset by higher share-based compensation expenses.

Our Net Loss increased by $3,641 million in the nine months ended September 26, 2026, compared to the nine months ended September 27, 2025. The increase in Net Loss is mainly due to a goodwill impairment loss recognized during the first quarter of 2026.

Our Adjusted Net Income increased by $19 million in the three months ended September 26, 2026, compared to the three months ended September 27, 2025. Our Adjusted Net Income increased by $105 million in the nine months ended September 26, 2026, compared to the nine months ended September 27, 2025. The increase in both periods was mainly due to an increase in Adjusted Operating Income.

Critical Accounting Policies and Estimates

Our unaudited condensed consolidated financial statements have been prepared in accordance with U.S. GAAP. The preparation of financial statements and related disclosures in conformity with U.S. generally accepted accounting principles and the Company's discussion and analysis of its financial condition and operating results require the Company's management to make judgments, assumptions and estimates that affect the amounts reported. 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.

Note 2, "Significant Accounting Policies" of the Notes to the condensed consolidated Financial Statements in Part I, Item 1 of this Form 10-Q and in the Notes to the Consolidated Financial Statements in Part II, Item 8 of the 2025 Annual Report on Form 10-K, as filed with the SEC on February 12, 2026 (the "2025 Form 10-K") describe the significant accounting policies and methods used in the preparation of the Company's condensed consolidated financial statements. There have been no material changes to the Company's critical accounting estimates since the 2025 Form 10-K, except for the addition of a new critical accounting estimate regarding Refundable Research and Development Incentives detailed below.

Goodwill

As noted in the 2025 Form 10-K critical accounting policies, we regularly test our goodwill and 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.

During the fourth quarter of 2025, we completed our annual impairment assessment. For the "Mobileye" reporting unit, the assessment was performed using a quantitative test. The quantitative impairment test estimated the fair value of the reporting unit using an income approach. The Company also assessed the reasonableness of the estimated fair value of the reporting unit by comparison to its market capitalization, including consideration of expected acquirer synergies, control premium, and the current market. Based on the assessment, no impairment was recorded.

During the first quarter of 2026, we performed an interim quantitative goodwill impairment analysis for the "Mobileye" reporting unit due to a 35% decline in the share price of the Company's Class A common stock and the corresponding decline in market capitalization since the most recent assessment date, as well as increased uncertainty in the macroeconomic and geopolitical environment. The quantitative impairment test estimates the fair value of the reporting unit using an income approach. Significant inputs and assumptions incorporated in the valuation include business projections, estimated costs, terminal growth rate, and discount rate based on the reporting unit's weighted average cost of capital. When using the income approach, we tested the reasonableness of the inputs and outcomes of our discounted cash flow analysis against available market data. As part of this analysis, we determined that a significant increase in the discount rate was required relative to the discount rate used in our most recent assessment. This increase resulted from higher market-based and Mobileye-specific risk premiums associated with changes in global macroeconomic conditions in 2026, including heightened geopolitical risks related to operations in the Middle East, particularly the conflict between Israel and Iran, as well as increased uncertainty related to the evolving competitive landscape.

We also assessed the reasonableness of the estimated fair value of the reporting unit by comparison to its market capitalization, including consideration of expected acquirer synergies, control premium, and the current market.

The results of the impairment analysis indicated that the fair value of the Mobileye reporting unit is below its carrying amount and therefore a non-cash impairment loss of $3,788 million was recognized in the first quarter of 2026.

A 1% increase in the discount rate and a 0.5% decrease in terminal growth rate would have resulted in an additional impairment of $682 million and $141 million, respectively.

Our impairment conclusion is sensitive to the market capitalization in that a further sustained decline in the Company's market capitalization may require additional analysis to support the reasonability of our implied control premium, and may require further adjustments to certain key assumptions underlying our valuation.

During the third quarter of 2026, we completed our quarterly qualitative assessment for indicators of goodwill impairment. Based on the assessment, no indicators were identified for the "Mobileye" reporting unit. For the "Other" reporting unit, we performed a quantitative goodwill impairment analysis, in light of changes in business strategy and a related work-force reduction. The assessment indicated that no goodwill impairment was required.

Research and Development Incentives

The R&D Law, enacted on March 29, 2026, introduced a refundable tax credit regime which applies to qualifying research and developments expenditures incurred in tax years beginning on or after January 1, 2026. The R&D Law provides eligible companies with an incentive calculated as a percentage of qualifying research and development expenditures incurred in Israel. Subject to applicable statutory requirements and other conditions, the incentive may be offset against Israeli income taxes or Israeli QDMTT. Alternatively, an unused grant may be received in cash after the prescribed carryforward period, and an eligible company may make an irrevocable election to receive the incentive as a cash grant rather than a credit.

Because the incentive may be received in cash and is determined based on qualifying research and development expenditures, the Company accounts for this benefit using a government grant accounting model applied by analogy. The benefit is recognized as a reduction of the related research and development expense when there is reasonable assurance that the Company will comply with the applicable conditions and that the benefit will be received.

The recognition and measurement of the incentive require judgment, including in assessing the Company's eligibility, determining whether the recognition criteria have been met, identifying and measuring qualifying research and development expenditures incurred in Israel and estimating the amount expected to be approved by the relevant Israeli authorities. Changes in these judgments, or in regulations, interpretations, administrative guidance or determinations under the R&D Law (including in respect of any change in Intel's status as a controlling shareholder and any resulting impact on the Company's eligibility for, or the amount of the incentive) could affect the amount and timing of the incentive recognized and, consequently, research and development expenses in the Company's consolidated financial statements.

Cautionary Note Regarding Forward-Looking Statements

This report includes forward-looking statements within the meaning of the federal securities laws. Mobileye and its representatives may also, from time to time, make certain forward-looking statements in publicly released materials, both written and oral, including statements contained in filings with the SEC, press releases, and our reports to stockholders. Forward-looking statements may be identified by the use of words such as "plan," "expect," "believe," "intend," "will," "may," "anticipate," "estimate" and other words of similar meaning in conjunction with, among other things, discussions of future operations and financial performance (including volume growth, pricing, sales and earnings per share growth, and cash flows) and statements regarding our strategy for growth, future product development, regulatory approvals, competitive position and expenditures. All statements that address our future operating performance or events or developments that we expect or anticipate will occur in the future are forward-looking statements.

Forward-looking statements are, and will be, based on management's then-current views and assumptions regarding future events, developments and operating performance, and speak only as of their dates. Investors should realize that if underlying assumptions prove inaccurate, or risks or uncertainties materialize, actual results could vary materially from our expectations and projections. Investors are therefore cautioned not to place undue reliance on any forward-looking statements. Furthermore, we undertake no obligation to update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events and developments or otherwise, except as required by applicable law or regulations.

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

- further deterioration of macroeconomic conditions due to ongoing global economic and political uncertainty;
- future business, strategic and financial 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, including expectations about excess inventory utilization by customers;
- our ability to effectively compete in the markets in which we operate;
- increased competition from emerging chip manufacturers and OEMs;
- future products and technology, and the expected availability and benefits of such products and technology;
- our planned vertically integrated robotaxi business, including the development, launch, operation, scaling, regulatory approval and commercial acceptance of autonomous ride-hailing services, may not proceed as expected;
- the humanoid robotics industry and its accompanying technology may not develop as expected;
- development of regulatory frameworks for current and future technology;
- changes in regulation and trade policy, including increased tariffs, in regions in which we operate, including the U.S., Europe and China;
- 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 our estimated vehicle production and market opportunity, potential production volumes associated with design wins and other characterizations of future events or circumstances;
- adverse conditions in Israel, including as a result of war and geopolitical conflict, which may affect our operations and may limit our ability to produce and sell our solutions;
- any disruption in our operations by the obligations of our personnel to perform military service as a result of current or future military actions involving Israel;
- 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;

- sustained low levels of our share price and market capitalization as well as other factors may require further testing of our Mobileye reporting unit, which may result in an impairment of goodwill;
- transition of our key personnel and leadership, the timing of any such transition and its anticipated effects on our business;
- the ability to meet our social and environmental goals and projections; and
- other statements described in this report and under the sections entitled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," in our 2025 Form 10-K.

The risk factors discussed under the section entitled "Risk Factors" included in our 2025 Form 10-K could cause our results to differ materially from those expressed in the forward-looking statements made in this Quarterly Report on Form 10-Q. There also may be other risks that are currently unknown to us or that we are unable to predict at this time.

Item 3. 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 and interest rates. There were no material changes to the information on market risk disclosure from our 2025 Form 10-K.

Interest Rate Risk

Our investments in money market funds, U.S. government and corporate bonds and short term deposits are subject to market risk due to changes in interest rates, which may affect our interest income and fair market value of our investments. To minimize this risk, we invest in institutional investors money market funds, which consist of high-grade securities. Our short term deposits are redeemable upon demand and held in banks domiciled in the U.S. and Europe, as well as in Israel. As of September 26, 2026 and December 27, 2025, our investment in money market funds was $560 million and $1,016 million, respectively; our U.S. government bonds were $103 million and $55 million, respectively, our corporate bonds were $30 million and zero, respectively, and our short term deposits were $756 million and $785 million, respectively.

The primary objectives of our investments in money market funds, U.S. government and corporate bonds, and short term deposits are to fund our cash requirements in the ordinary course of business and preserve principal. We do not enter into investments for trading or speculative purposes.

Foreign Currency Exchange Risk

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 condensed consolidated 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.

The Company hedges portions of its forecasted payroll payments denominated in ILS using mostly forward contracts that are designated as cash flow hedges, as defined by ASC 815.

If the New Israeli Shekel had strengthened by 10% against the U.S. dollar, it would have decreased our cash flows by approximately $18 million in the nine months ended September 26, 2026. If the New Israeli Shekel had strengthened by 10% against the U.S. dollar, it would have decreased our cash flows by approximately $31 million in the nine months ended September 27, 2025.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

As of the end of the period covered by this report, management conducted an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the three months ended September 26, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

The effectiveness of any system of controls and procedures is subject to certain limitations, and, as a result, there can be no assurance that our controls and procedures will detect all errors or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system will be attained.

PART II - OTHER INFORMATION

Item 1. 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. An adverse outcome in certain of these proceedings could have a material adverse effect on our business, financial condition and results of operations, and could cause the market value of our common stock to decline.

Legal Actions

U.S. Patent Litigation

On January 26, 2024, Facet Technology Corp. ("Facet") sued Mobileye in the U.S. District Court for the Eastern District of Texas for patent infringement. The suit accuses Mobileye Global Inc., Mobileye Vision Technologies Ltd. and Mobileye Inc. of allegedly infringing two expired patents. Despite expiration of the patents, the suit seeks injunctive relief and a permanent injunction as well as unspecified damages, fees and costs. Mobileye Vision Technologies Ltd. and Mobileye Inc., sued Facet in the U.S. District Court of Minnesota seeking a declaratory judgment of non-infringement of both patents. Before either action was answered, the Patent Trial and Appeal Board ("PTAB") of the US Patent and Trademark Office instituted two *Inter Parte Review* (IPR) proceedings on both patents, and both district court actions were stayed. Final Determinations were reached by the PTAB in both IPRs. In one, the PTAB found invalid all claims that Facet asserted in the Texas suit. The PTAB upheld the patentability of other claims not asserted in the Texas suit. Facet's request for Director review was denied and the deadline to appeal has passed without Facet doing so, rending final the PTAB's decision and invalidating all asserted claims of that patent. In the other IPR, the PTAB upheld the patentability of a single claim. Mobileye is pursuing an appeal of that decision. In May 2026, Facet moved to lift the stay in the Texas suit. Mobileye opposed, and the court has yet to rule. Therefore, the Texas and Minnesota district court actions both remain stayed. We intend to defend these matters vigorously. No provision was recorded in the condensed consolidated financial statements as of September 26, 2026.

Item 1A. Risk Factors

There have been no material changes to the risk factors as disclosed in our 2025 Form 10-K. The risks described in the section entitled "Item 1A. Risk Factors" in our 2025 Form 10-K could materially and adversely affect our business, financial condition, and results of operations, and the trading price of our Class A common stock could decline. These risk factors do not identify all risks that we face. Our operations could also be affected by factors that are not presently known to us or that we currently consider to be immaterial to our operations. Due to risks and uncertainties, known and unknown, our past financial results may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. Refer also to the other information set forth elsewhere herein, including the sections entitled "Forward-Looking Statements", "Management's Discussion and Analysis of Financial Condition and Results of Operations", and our Consolidated Condensed Financial Statements and related Notes thereto.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Recent Sale of Unregistered Securities

There were no sales of unregistered equity securities during the three months ended September 26, 2026.

Use of Proceeds

Not applicable.

Issuer Purchases of Equity Securities

The following table summarizes the share repurchase activity for the three months ended September 26, 2026:

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs (1)	Approximate Dollar Value of Shares that May Yet be Purchased Under the Program (in millions) (1)
June 28, 2026 - July 25, 2026	728,406	$ 9.60	728,406	$ 219.54
July 26, 2026 - August 29, 2026	256,500	$ 8.70	256,500	$ 217.30
August 30, 2026 - September 26, 2026	27,831	$ 8.53	27,831	$ 217.07
Total	1,012,737	$ 9.34	1,012,737	$ 217.07

(1) On April 23, 2026, the Company announced that its Board of Directors authorized the repurchase of up to $250 million of our Class A common stock. The program has no fixed expiration date. As of September 26, 2026, 3,517,833 shares were repurchased under the program. Refer to Note 4 to the Condensed Consolidated Financial Statements included in Part 1, Item 1 of this Quarterly Report on Form 10-Q, for additional information.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Amendments to Restricted Stock Unit Agreements

On October 28, 2026, Mobileye Global Inc. (the “Company”) entered into amendments to certain outstanding restricted stock unit (“RSU”) award agreements with Moran Shemesh Rojansky, Chief Financial Officer, Shai Shalev-Shwartz, Chief Technology Officer, Yaacov Ohayon, Chief Operating Officer, and Boaz Ouriel, Executive Vice President, EPG Software (collectively, the “Covered Officers”).

Under the amendments, outstanding RSUs covered by the applicable award agreements that remain unvested upon a qualifying termination of employment will become fully vested following such qualifying termination and satisfaction of the applicable release requirements, subject to the conditions described below.

Change in Control. Following the first Change in Control (as defined in the amendments) occurring after the effective date of the amendments, accelerated vesting will apply if a Covered Officer's employment is terminated by the Company or any of its subsidiaries without Cause (as defined in the amendments) or the Covered Officer resigns for Good Reason (as defined in the amendments), in either case during the period beginning three months before and ending eighteen months after such Change in Control and subject to applicable release requirements. For a qualifying termination occurring before the Change in Control, accelerated vesting is conditioned upon the Change in Control occurring and satisfaction of the applicable release requirements. In addition, if outstanding unvested RSUs would otherwise be cancelled without consideration in connection with the Change in Control, such RSUs will become fully vested immediately prior to the consummation of the Change in Control. The Change in Control protection applies only with respect to the first qualifying Change in Control following the effective date of the amendments and does not apply to subsequent transactions.

Executive Transition. The amendments also provide that, following an Executive Transition (defined as the Company's founder and Chief Executive Officer of the Company as of the date of the amendments ceasing to serve as Chief Executive Officer for any reason), outstanding unvested RSUs will become fully vested following a termination of the Covered Officer's employment by the Company or any of its subsidiaries without Cause within eighteen months following the Executive Transition and satisfaction of the applicable release requirements. An Executive Transition alone will not result in accelerated vesting. The Executive Transition provisions do not apply to the RSU award granted to Mr. Ohayon in September 2026.

Except for the acceleration applicable to RSUs that would otherwise be cancelled without consideration in connection with a Change in Control, accelerated vesting is conditioned upon the Covered Officer's execution and non-revocation of a release of claims containing restrictive covenants, confidentiality and intellectual property obligations and related provisions.

In addition, Mobileye Vision Technologies Ltd., an indirect wholly owned subsidiary of the Company, entered into non-binding letters of intent with the Covered Officers stating that, if additional equity awards are granted in the future, it will endeavor to recommend that such awards include change-in-control double-trigger vesting provisions, subject to the discretion and approval of the Compensation Committee or Board of Directors of the Company and the terms of the applicable awards.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the amendments which are filed as Exhibits 10.24, 10.25, 10.26, 10.27 and 10.28 to this Quarterly Report on Form 10-Q and are incorporated herein by reference.

Item 6. Exhibits

10.24*†	Amendment to Restricted Stock Unit Agreement between Mobileye Global Inc. and Moran Shemesh Rojansky, dated as of October 28, 2026.
10.25*†	Amendment to Restricted Stock Unit Agreement between Mobileye Global Inc. and Shai Shalev-Shwartz, dated as of October 28, 2026.
10.26*†	Amendment to Restricted Stock Unit Agreement between Mobileye Global Inc. and Boaz Ouriel, dated as of October 28, 2026.
10.27*†+	Employment Agreement between Mobileye Vision Technologies Ltd. and Yaacov Ohayon, dated as of February 12, 2017.
10.28*†	Amendment to Restricted Stock Unit Agreement between Mobileye Global Inc. and Yaacov Ohayon, dated as of October 28, 2026.
31.1*	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certificate of the Chief Executive Officer of Mobileye Global Inc. pursuant to 18 U.S.C. § 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certificate of the Chief Financial Officer of Mobileye Global Inc. pursuant to 18 U.S.C. § 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following financial statements from Mobileye Global Inc.'s Quarterly Report on Form 10-Q for the three months ended September 26, 2026, filed with the Securities and Exchange Commission on October 29, 2026, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations and Comprehensive Income (Loss), (iii) the Consolidated Statements of Changes in Equity, (iv) the Consolidated Statements of Cash Flows and (v) the Notes to Consolidated Financial Statements.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.
† Management contract or compensatory plan or arrangement.
\+ Certain personal information has been omitted pursuant to Item 601(a)(6) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Mobileye Global Inc.

Date: October 29, 2026

By: /s/ Professor Amnon Shashua
Professor Amnon Shashua
Chief Executive Officer, President and Director
(Principal Executive Officer)

By: /s/ Moran Shemesh Rojansky
Moran Shemesh Rojansky
Chief Financial Officer
(Principal Financial and Accounting Officer)

AMENDMENT TO RESTRICTED STOCK UNIT AGREEMENTS

This Amendment to Restricted Stock Unit Agreements (this "**Amendment**") is effective as of October 28th, 2026 (the "**Effective Date**"), by and between Mobileye Global Inc., a Delaware corporation (the "**Corporation**"), and Moran Shemesh Rojansky (the "**Employee**").

W I T N E S S E T H:

WHEREAS, the Corporation and the Employee are parties to certain Restricted Stock Unit Agreements for grants made prior to July 23, 2026, and particularly on October 31, 2023 (grant No. 00005712), July 10, 2024 (grant No. 00006371), July 10, 2025 (grant No. 00011936), and July 10, 2026 (grant No. 00013844) (each an "**RSU Agreement**" and, collectively, the "**RSU Agreements**");

WHEREAS, the Corporation and the Employee have agreed to modify the RSU Agreements in certain respects with respect to RSUs which are unvested as of the Effective Date;

WHEREAS, the Corporation and the Employee desire to have the terms and conditions set forth in this Amendment supersede any conflicting terms and conditions set forth in the RSU Agreements; and

WHEREAS, any terms and conditions of the RSU Agreements that are not inconsistent with the terms and conditions set forth in this Amendment are understood and agreed to continue in full force and effect, without change.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the Corporation and the Employee, intending to be legally bound, hereby agree as follows:

1. Change in Control. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof as set forth below:

Change in Control Double Trigger Acceleration:

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all the following events occur: (i) the first Change in Control occurring after the Effective Date (the "**Applicable Change in Control**") occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) or you voluntarily resign for Good Reason, in either case within three (3) months prior to the occurrence of the Applicable Change in Control (a "**Pre-CIC Termination**") or eighteen (18) months following the occurrence of the Applicable Change in Control and (iii) you sign and do not revoke a Release, and such Release becomes effective within 60 days following the date your employment terminates, then each of your RSUs or any award received in exchange

thereof in connection with the Applicable Change in Control which is unvested as of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. In the case of a Pre-CIC Termination, such acceleration shall occur after the occurrence of the Applicable Change in Control and shall be subject to you signing and non-revocation of a bring-down Release at such time.

For the avoidance of doubt, the protection provided under this Section 6 is a one-time protection that applies only in connection with the Applicable Change in Control. The 18-month period following the occurrence of an Applicable Change in Control shall commence on the date of the Applicable Change of Control and shall not restart, renew, extend or create any new protection period or otherwise give rise to any additional right or benefit under this Section 6 as a result of any subsequent Change in Control, whether or not you remain employed following the Applicable Change in Control.

Definitions:

"**Change in Control**" means any one or more of the following events:

(i) any Person (or any group of Persons (as defined below) acting together which would constitute a "group" for purposes of Section 13(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (iii) below

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board of Directors of the Corporation (the "**Board**"): individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board or nomination for election by the Corporation's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(iii) there is consummated a merger, amalgamation or consolidation of the Corporation with any other corporation or other entity, other than (I) a merger, amalgamation or consolidation (A) which results in the voting securities of the

Corporation outstanding immediately prior to such merger, amalgamation or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or any of its subsidiaries at least fifty percent (50%) of the combined voting power of the securities of the Corporation or such surviving entity or any parent thereof outstanding immediately after such merger, amalgamation or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Corporation, the entity surviving such merger, amalgamation or consolidation or, if the Corporation or the entity surviving such merger, amalgamation or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger, amalgamation or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities; or

(iv) there is consummated an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets, other than (A) a sale or disposition by the Corporation of all or substantially all of the Corporation's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Corporation following the completion of such transaction in substantially the same proportions as their ownership of the Corporation immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Corporation's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

"**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

"**Cause**" means the occurrence of any of the following events: (i) you commit a material breach of the Proprietary Information and Inventions Agreement, as shall be determined in the reasonable opinion of the Board, (ii) you commit a material breach of your Employment Agreement, RSU Agreements or this Amendment and for a period of 10 consecutive days fail to cure such breach (iii) you perform any act that entitles the Corporation or any Subsidiary to legally dismiss you without paying any severance pay in connection with such dismissal or (iv) you are convicted of a crime of moral turpitude or dishonesty.

"**Good Reason**" means the occurrence, without your express written consent, of

any of the following events: (i) a material reduction in your title, duties, responsibilities or authority, or a material adverse change in your reporting relationships, (ii) a material reduction of your Salary, the Benefits, or any other material compensation or benefits as in effect on the Effective Date, or (iii) a reduction in your status to below 80% of full-time employment; *provided*, *however*, that no such event shall constitute Good Reason unless (x) you provide written notice to your employer of the existence of the condition giving rise to Good Reason within 30 days of the initial occurrence of such condition, (y) the Corporation or your employer fail to cure such condition within 30 days following receipt of such notice and (z) you terminate employment within 30 days following the expiration of the cure period.

"**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

Notwithstanding the foregoing, for each RSU that constitutes deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Applicable Change in Control shall be deemed to have occurred under the Plan with respect to such RSU only if a change in the ownership or effective control of the Corporation or a change in ownership of a substantial portion of the assets of the Corporation shall also be deemed to have occurred under Section 409A of the Code.

Notwithstanding anything in this Amendment or the RSU Agreements to the contrary, if any payment or distribution to you pursuant to the RSU Agreements, this Amendment, or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall either be (A) delivered in full or (B) delivered as to such lesser extent which would result in no portion of such Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code.

In addition to the aforementioned, if upon the Applicable Change in Control unvested RSUs are to be cancelled for no consideration, all unvested RSUs as of closing of the Applicable Change in Control shall be fully accelerated immediately prior to such closing.

"Release" means a release of claims document in a form satisfactory to the Corporation and the applicable employing Subsidiary, such release shall include, among other things: (a) a general waiver and release of claims against the Corporation, its Subsidiaries and their respective officers, directors and employees,

(b) a confirmation that you have not breached, and an undertaking not to breach, any intellectual property obligations owed to the Corporation or any Subsidiary, (c) a confirmation that you have not breached, and an undertaking not to breach, any confidentiality obligations owed to the Corporation or any Subsidiary, (d) non-competition and non-solicitation undertakings of at least 12 months following end of employment, and (e) an acknowledgment that the acceleration of the RSUs constitutes additional consideration for the undertakings set forth in clauses (b) through (d) above, and that upon any material breach of such undertakings, the Corporation shall be entitled, without limiting any other remedy, to recover from you any shares issued upon settlement of the accelerated RSUs (or the net proceeds thereof, if sold or transferred) and to cancel any accelerated RSUs not yet settled.

2. Executive Transition. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof (following the Change in Control paragraph added pursuant to Section 1 above) as set forth below:

Executive Transition Double Trigger Acceleration.

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all of the following occur (i) an Executive Transition occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) within 18 months following the occurrence of the Executive Transition and (iii) you sign and do not revoke the Release and such Release becomes effective within 60 days following the date your employment terminates, then each unvested RSU as of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. For purposes of this Agreement, an "**Executive Transition**" means an event where the founder and Chief Executive Officer of the Corporation (the "**CEO**") as of the Effective Date ceases to be the CEO for any reason.

3. Tax. The tax consequences of the amendments described above shall be borne solely by the Employee and the Employee agrees to bear such taxes and the Corporation or any Subsidiary (as defined in the RSU Agreements) shall be entitled to withhold all applicable taxes in connection with the RSUs, including as a result of the amendment to the terms of the existing RSUs as described above. It is clarified that the acceleration may impact the beneficial tax treatment under the trustee capital gains route. The Employee confirms that they have had the opportunity to receive legal and tax advice before executing this amendment.

4. Headings. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Amendment.

5. Severability. The provisions of this Amendment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

6. Assignment. This Amendment shall be binding upon and shall inure to the benefit of the Corporation, its successors and assigns, and the Corporation shall require such successor or assign to expressly assume and agree to perform this Amendment in the same manner and to the same extent that the Corporation 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 Corporation (including this Amendment) whether by operation of law or otherwise. Neither this Amendment 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 Amendment shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CORPORATION

MOBILEYE GLOBAL INC.

By: /s/ Amnon Shashua
Name: Amnon Shashua
Title: Chief Executive Officer and President

EMPLOYEE

By: /s/ Moran Shemesh Rojansky
Name: Moran Shemesh Rojansky

AMENDMENT TO RESTRICTED STOCK UNIT AGREEMENTS

This Amendment to Restricted Stock Unit Agreements (this "**Amendment**") is effective as of October 28th, 2026 (the "**Effective Date**"), by and between Mobileye Global Inc., a Delaware corporation (the "**Corporation**"), and Shai Shalev-Shwartz (the "**Employee**").

W I T N E S S E T H:

WHEREAS, the Corporation and the Employee are parties to certain Restricted Stock Unit Agreements for grants made prior to July 23, 2026, and particularly on July 10, 2024 (grant No. 00006450), July 10, 2025 (grant No. 00011940), and July 10, 2026 (grant No. 00013921) (each an "**RSU Agreement**" and, collectively, the "**RSU Agreements**");

WHEREAS, the Corporation and the Employee have agreed to modify the RSU Agreements in certain respects with respect to RSUs which are unvested as of the Effective Date;

WHEREAS, the Corporation and the Employee desire to have the terms and conditions set forth in this Amendment supersede any conflicting terms and conditions set forth in the RSU Agreements; and

WHEREAS, any terms and conditions of the RSU Agreements that are not inconsistent with the terms and conditions set forth in this Amendment are understood and agreed to continue in full force and effect, without change.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the Corporation and the Employee, intending to be legally bound, hereby agree as follows:

1. Change in Control. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof as set forth below:

Change in Control Double Trigger Acceleration:

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all the following events occur: (i) the first Change in Control occurring after the Effective Date (the "**Applicable Change in Control**") occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) or you voluntarily resign for Good Reason, in either case within three (3) months prior to the occurrence of the Applicable Change in Control (a "**Pre-CIC Termination**") or eighteen (18) months following the occurrence of the Applicable Change in Control and (iii) you sign and do not revoke a Release, and such Release becomes effective within 60 days following the date your employment terminates, then each of your RSUs or any award received in exchange thereof in connection with the Applicable Change in Control which is unvested as

of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. In the case of a Pre-CIC Termination, such acceleration shall occur after the occurrence of the Applicable Change in Control and shall be subject to you signing and non-revocation of a bring-down Release at such time.

For the avoidance of doubt, the protection provided under this Section 6 is a one-time protection that applies only in connection with the Applicable Change in Control. The 18-month period following the occurrence of an Applicable Change in Control shall commence on the date of the Applicable Change of Control and shall not restart, renew, extend or create any new protection period or otherwise give rise to any additional right or benefit under this Section 6 as a result of any subsequent Change in Control, whether or not you remain employed following the Applicable Change in Control.

Definitions:

"**Change in Control**" means any one or more of the following events:

(i) any Person (or any group of Persons (as defined below) acting together which would constitute a "group" for purposes of Section 13(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (iii) below

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board of Directors of the Corporation (the "**Board**"): individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board or nomination for election by the Corporation's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(iii) there is consummated a merger, amalgamation or consolidation of the Corporation with any other corporation or other entity, other than (I) a merger, amalgamation or consolidation (A) which results in the voting securities of the Corporation outstanding immediately prior to such merger, amalgamation or

consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or any of its subsidiaries at least fifty percent (50%) of the combined voting power of the securities of the Corporation or such surviving entity or any parent thereof outstanding immediately after such merger, amalgamation or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Corporation, the entity surviving such merger, amalgamation or consolidation or, if the Corporation or the entity surviving such merger, amalgamation or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger, amalgamation or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities; or

(iv) there is consummated an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets, other than (A) a sale or disposition by the Corporation of all or substantially all of the Corporation's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Corporation following the completion of such transaction in substantially the same proportions as their ownership of the Corporation immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Corporation's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

"**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

"**Cause**" means the occurrence of any of the following events: (i) you commit a material breach of the Proprietary Information and Inventions Agreement, as shall be determined in the reasonable opinion of the Board, (ii) you commit a material breach of your Employment Agreement, RSU Agreements or this Amendment and for a period of 10 consecutive days fail to cure such breach (iii) you perform any act that entitles the Corporation or any Subsidiary to legally dismiss you without paying any severance pay in connection with such dismissal or (iv) you are convicted of a crime of moral turpitude or dishonesty.

"**Good Reason**" means the occurrence, without your express written consent, of any of the following events: (i) a material reduction in your title, duties,

responsibilities or authority, or a material adverse change in your reporting relationships, (ii) a material reduction of your Salary, the Benefits, or any other material compensation or benefits as in effect on the Effective Date, or (iii) a reduction in your status to below 80% of full-time employment; *provided*, *however*, that no such event shall constitute Good Reason unless (x) you provide written notice to your employer of the existence of the condition giving rise to Good Reason within 30 days of the initial occurrence of such condition, (y) the Corporation or your employer fail to cure such condition within 30 days following receipt of such notice and (z) you terminate employment within 30 days following the expiration of the cure period.

"**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

Notwithstanding the foregoing, for each RSU that constitutes deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Applicable Change in Control shall be deemed to have occurred under the Plan with respect to such RSU only if a change in the ownership or effective control of the Corporation or a change in ownership of a substantial portion of the assets of the Corporation shall also be deemed to have occurred under Section 409A of the Code.

Notwithstanding anything in this Amendment or the RSU Agreements to the contrary, if any payment or distribution to you pursuant to the RSU Agreements, this Amendment, or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall either be (A) delivered in full or (B) delivered as to such lesser extent which would result in no portion of such Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code.

In addition to the aforementioned, if upon the Applicable Change in Control unvested RSUs are to be cancelled for no consideration, all unvested RSUs as of closing of the Applicable Change in Control shall be fully accelerated immediately prior to such closing.

"Release" means a release of claims document in a form satisfactory to the Corporation and the applicable employing Subsidiary, such release shall include, among other things: (a) a general waiver and release of claims against the Corporation, its Subsidiaries and their respective officers, directors and employees, (b) a confirmation that you have not breached, and an undertaking not to breach,

any intellectual property obligations owed to the Corporation or any Subsidiary, (c) a confirmation that you have not breached, and an undertaking not to breach, any confidentiality obligations owed to the Corporation or any Subsidiary, (d) non-competition and non-solicitation undertakings of at least 12 months following end of employment, and (e) an acknowledgment that the acceleration of the RSUs constitutes additional consideration for the undertakings set forth in clauses (b) through (d) above, and that upon any material breach of such undertakings, the Corporation shall be entitled, without limiting any other remedy, to recover from you any shares issued upon settlement of the accelerated RSUs (or the net proceeds thereof, if sold or transferred) and to cancel any accelerated RSUs not yet settled.

2. Executive Transition. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof (following the Change in Control paragraph added pursuant to Section 1 above) as set forth below:

Executive Transition Double Trigger Acceleration.

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all of the following occur (i) an Executive Transition occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) within 18 months following the occurrence of the Executive Transition and (iii) you sign and do not revoke the Release and such Release becomes effective within 60 days following the date your employment terminates, then each unvested RSU as of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. For purposes of this Agreement, an "**Executive Transition**" means an event where the founder and Chief Executive Officer of the Corporation (the "**CEO**") as of the Effective Date ceases to be the CEO for any reason.

3. Tax. The tax consequences of the amendments described above shall be borne solely by the Employee and the Employee agrees to bear such taxes and the Corporation or any Subsidiary (as defined in the RSU Agreements) shall be entitled to withhold all applicable taxes in connection with the RSUs, including as a result of the amendment to the terms of the existing RSUs as described above. It is clarified that the acceleration may impact the beneficial tax treatment under the trustee capital gains route. The Employee confirms that they have had the opportunity to receive legal and tax advice before executing this amendment.

4. Headings. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Amendment.

5. Severability. The provisions of this Amendment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

6. Assignment. This Amendment shall be binding upon and shall inure to the benefit

of the Corporation, its successors and assigns, and the Corporation shall require such successor or assign to expressly assume and agree to perform this Amendment in the same manner and to the same extent that the Corporation 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 Corporation (including this Amendment) whether by operation of law or otherwise. Neither this Amendment 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 Amendment shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CORPORATION

MOBILEYE GLOBAL INC.

By: /s/ Amnon Shashua
Name: Amnon Shashua
Title: Chief Executive Officer and President

EMPLOYEE

By: /s/ Shai Shalev-Shwartz
Name: Shai Shalev-Shwartz

AMENDMENT TO RESTRICTED STOCK UNIT AGREEMENTS

This Amendment to Restricted Stock Unit Agreements (this "**Amendment**") is effective as of October 28th, 2026 (the "**Effective Date**"), by and between Mobileye Global Inc., a Delaware corporation (the "**Corporation**"), and Boaz Ouriel (the "**Employee**").

W I T N E S S E T H:

WHEREAS, the Corporation and the Employee are parties to certain Restricted Stock Unit Agreements for grants made prior to July 23, 2026, and particularly on July 10, 2024 (grant No. 00006396), July 10, 2025 (grant No. 00011941), and July 10, 2026 (grant No. 00013872) (each an "**RSU Agreement**" and, collectively, the "**RSU Agreements**");

WHEREAS, the Corporation and the Employee have agreed to modify the RSU Agreements in certain respects with respect to RSUs which are unvested as of the Effective Date;

WHEREAS, the Corporation and the Employee desire to have the terms and conditions set forth in this Amendment supersede any conflicting terms and conditions set forth in the RSU Agreements; and

WHEREAS, any terms and conditions of the RSU Agreements that are not inconsistent with the terms and conditions set forth in this Amendment are understood and agreed to continue in full force and effect, without change.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the Corporation and the Employee, intending to be legally bound, hereby agree as follows:

1. Change in Control. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof as set forth below:

Change in Control Double Trigger Acceleration:

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all the following events occur: (i) the first Change in Control occurring after the Effective Date (the "**Applicable Change in Control**") occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) or you voluntarily resign for Good Reason, in either case within three (3) months prior to the occurrence of the Applicable Change in Control (a "**Pre-CIC Termination**") or eighteen (18) months following the occurrence of the Applicable Change in Control and (iii) you sign and do not revoke a Release, and such Release becomes effective within 60 days following the date your employment terminates, then each of your RSUs or any award received in exchange thereof in connection with the Applicable Change in Control which is unvested as

of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. In the case of a Pre-CIC Termination, such acceleration shall occur after the occurrence of the Applicable Change in Control and shall be subject to you signing and non-revocation of a bring-down Release at such time.

For the avoidance of doubt, the protection provided under this Section 6 is a one-time protection that applies only in connection with the Applicable Change in Control. The 18-month period following the occurrence of an Applicable Change in Control shall commence on the date of the Applicable Change of Control and shall not restart, renew, extend or create any new protection period or otherwise give rise to any additional right or benefit under this Section 6 as a result of any subsequent Change in Control, whether or not you remain employed following the Applicable Change in Control.

Definitions:

"**Change in Control**" means any one or more of the following events:

(i) any Person (or any group of Persons (as defined below) acting together which would constitute a "group" for purposes of Section 13(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (iii) below

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board of Directors of the Corporation (the "**Board**"): individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board or nomination for election by the Corporation's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(iii) there is consummated a merger, amalgamation or consolidation of the Corporation with any other corporation or other entity, other than (I) a merger, amalgamation or consolidation (A) which results in the voting securities of the Corporation outstanding immediately prior to such merger, amalgamation or

consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or any of its subsidiaries at least fifty percent (50%) of the combined voting power of the securities of the Corporation or such surviving entity or any parent thereof outstanding immediately after such merger, amalgamation or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Corporation, the entity surviving such merger, amalgamation or consolidation or, if the Corporation or the entity surviving such merger, amalgamation or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger, amalgamation or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities; or

(iv) there is consummated an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets, other than (A) a sale or disposition by the Corporation of all or substantially all of the Corporation's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Corporation following the completion of such transaction in substantially the same proportions as their ownership of the Corporation immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Corporation's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

"**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

"**Cause**" means the occurrence of any of the following events: (i) you commit a material breach of the Proprietary Information and Inventions Agreement, as shall be determined in the reasonable opinion of the Board, (ii) you commit a material breach of your Employment Agreement, RSU Agreements or this Amendment and for a period of 10 consecutive days fail to cure such breach (iii) you perform any act that entitles the Corporation or any Subsidiary to legally dismiss you without paying any severance pay in connection with such dismissal or (iv) you are convicted of a crime of moral turpitude or dishonesty.

"**Good Reason**" means the occurrence, without your express written consent, of any of the following events: (i) a material reduction in your title, duties,

responsibilities or authority, or a material adverse change in your reporting relationships, (ii) a material reduction of your Salary, the Benefits, or any other material compensation or benefits as in effect on the Effective Date, or (iii) a reduction in your status to below 80% of full-time employment; *provided*, *however*, that no such event shall constitute Good Reason unless (x) you provide written notice to your employer of the existence of the condition giving rise to Good Reason within 30 days of the initial occurrence of such condition, (y) the Corporation or your employer fail to cure such condition within 30 days following receipt of such notice and (z) you terminate employment within 30 days following the expiration of the cure period.

"**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

Notwithstanding the foregoing, for each RSU that constitutes deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Applicable Change in Control shall be deemed to have occurred under the Plan with respect to such RSU only if a change in the ownership or effective control of the Corporation or a change in ownership of a substantial portion of the assets of the Corporation shall also be deemed to have occurred under Section 409A of the Code.

Notwithstanding anything in this Amendment or the RSU Agreements to the contrary, if any payment or distribution to you pursuant to the RSU Agreements, this Amendment, or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall either be (A) delivered in full or (B) delivered as to such lesser extent which would result in no portion of such Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code.

In addition to the aforementioned, if upon the Applicable Change in Control unvested RSUs are to be cancelled for no consideration, all unvested RSUs as of closing of the Applicable Change in Control shall be fully accelerated immediately prior to such closing.

"Release" means a release of claims document in a form satisfactory to the Corporation and the applicable employing Subsidiary, such release shall include, among other things: (a) a general waiver and release of claims against the Corporation, its Subsidiaries and their respective officers, directors and employees, (b) a confirmation that you have not breached, and an undertaking not to breach,

any intellectual property obligations owed to the Corporation or any Subsidiary, (c) a confirmation that you have not breached, and an undertaking not to breach, any confidentiality obligations owed to the Corporation or any Subsidiary, (d) non-competition and non-solicitation undertakings of at least 12 months following end of employment, and (e) an acknowledgment that the acceleration of the RSUs constitutes additional consideration for the undertakings set forth in clauses (b) through (d) above, and that upon any material breach of such undertakings, the Corporation shall be entitled, without limiting any other remedy, to recover from you any shares issued upon settlement of the accelerated RSUs (or the net proceeds thereof, if sold or transferred) and to cancel any accelerated RSUs not yet settled.

2. Executive Transition. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof (following the Change in Control paragraph added pursuant to Section 1 above) as set forth below:

Executive Transition Double Trigger Acceleration.

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all of the following occur (i) an Executive Transition occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) within 18 months following the occurrence of the Executive Transition and (iii) you sign and do not revoke the Release and such Release becomes effective within 60 days following the date your employment terminates, then each unvested RSU as of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. For purposes of this Agreement, an "**Executive Transition**" means an event where the founder and Chief Executive Officer of the Corporation (the "**CEO**") as of the Effective Date ceases to be the CEO for any reason.

3. Tax. The tax consequences of the amendments described above shall be borne solely by the Employee and the Employee agrees to bear such taxes and the Corporation or any Subsidiary (as defined in the RSU Agreements) shall be entitled to withhold all applicable taxes in connection with the RSUs, including as a result of the amendment to the terms of the existing RSUs as described above. It is clarified that the acceleration may impact the beneficial tax treatment under the trustee capital gains route. The Employee confirms that they have had the opportunity to receive legal and tax advice before executing this amendment.

4. Headings. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Amendment.

5. Severability. The provisions of this Amendment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

6. Assignment. This Amendment shall be binding upon and shall inure to the benefit

of the Corporation, its successors and assigns, and the Corporation shall require such successor or assign to expressly assume and agree to perform this Amendment in the same manner and to the same extent that the Corporation 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 Corporation (including this Amendment) whether by operation of law or otherwise. Neither this Amendment 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 Amendment shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CORPORATION

MOBILEYE GLOBAL INC.

By: /s/ Amnon Shashua
Name: Amnon Shashua
Title: Chief Executive Officer and President

EMPLOYEE

By: /s/ Boaz Ouriel
Name: Boaz Ouriel

MOBILEYE VISION TECHNOLOGIES LTD.
EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of 12/02/2017 (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 Yaacov (Kobi) Ohayon (I.D. Number [*****]) an individual whose address at [*****] (the "**Employee**").

W I T N E S S E T H:

WHEREAS, the Company desires to employ the Employee as its VP Operations, 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:

l. 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.

l. 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.

l. I. 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.

I .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.

I .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 12/02/2017 (hereinafter "Date of Commencement of Employment") serve as VP Operations and shall report to Mr. Ziv Aviram. 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 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 **"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 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 6.5% 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

Employee an amount equal to 6% 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.

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

(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 retum 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: /s/ Pini Segal
Pini Segal,
VP Finance & HR

By: /s/ Ofer Maharshak
Ofer Maharshak,
Senior VP, CFO

By: /s/ Kobi Ohayon
Kobi Ohayon
the ("Employee")

AMENDMENT TO RESTRICTED STOCK UNIT AGREEMENTS

This Amendment to Restricted Stock Unit Agreements (this "**Amendment**") is effective as of October 28th, 2026 (the "**Effective Date**"), by and between Mobileye Global Inc., a Delaware corporation (the "**Corporation**"), and Yaacov Ohayon (the "**Employee**").

W I T N E S S E T H:

WHEREAS, the Corporation and the Employee are parties to certain Restricted Stock Unit Agreements for grants made prior to July 23, 2026, and particularly on July 10, 2024 (grant No. 00006374), July 10, 2025 (grant No. 00011927), and July 10, 2026 (grant No. 00013848) (each an "**RSU Agreement**" and, collectively, the "**RSU Agreements**");

WHEREAS, the Corporation and the Employee are also parties to a Restricted Stock Unit Agreement for grant made on September 10, 2026 (grant No. 00017115) (the "Additional Grant Agreement". For avoidance of doubt, the Additional Grant Agreement is not part of the RSU Agreements defined above)*;*

WHEREAS, the Corporation and the Employee have agreed to modify the RSU Agreements and the Additional Grant Agreement in certain respects with respect to RSUs which are unvested as of the Effective Date;

WHEREAS, the Corporation and the Employee desire to have the terms and conditions set forth in this Amendment supersede any conflicting terms and conditions set forth in the RSU Agreements; and

WHEREAS, any terms and conditions of the RSU Agreements that are not inconsistent with the terms and conditions set forth in this Amendment are understood and agreed to continue in full force and effect, without change.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the Corporation and the Employee, intending to be legally bound, hereby agree as follows:

1. Change in Control. Section 6 of each of the RSU Agreements and the Additional Grant Agreement are hereby amended by adding the following paragraph to the end thereof as set forth below:

Change in Control Double Trigger Acceleration:

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all the following events occur: (i) the first Change in Control occurring after the Effective Date (the "**Applicable Change in Control**") occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described

in this Section 6 above) or you voluntarily resign for Good Reason, in either case within three (3) months prior to the occurrence of the Applicable Change in Control (a "**Pre-CIC Termination**") or eighteen (18) months following the occurrence of the Applicable Change in Control and (iii) you sign and do not revoke a Release, and such Release becomes effective within 60 days following the date your employment terminates, then each of your RSUs or any award received in exchange thereof in connection with the Applicable Change in Control which is unvested as of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. In the case of a Pre-CIC Termination, such acceleration shall occur after the occurrence of the Applicable Change in Control and shall be subject to you signing and non-revocation of a bring-down Release at such time.

For the avoidance of doubt, the protection provided under this Section 6 is a one-time protection that applies only in connection with the Applicable Change in Control. The 18-month period following the occurrence of an Applicable Change in Control shall commence on the date of the Applicable Change of Control and shall not restart, renew, extend or create any new protection period or otherwise give rise to any additional right or benefit under this Section 6 as a result of any subsequent Change in Control, whether or not you remain employed following the Applicable Change in Control.

Definitions:

"**Change in Control**" means any one or more of the following events:

(i) any Person (or any group of Persons (as defined below) acting together which would constitute a "group" for purposes of Section 13(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (iii) below

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board of Directors of the Corporation (the "**Board**"): individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board or nomination for election by the Corporation's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either

were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(iii) there is consummated a merger, amalgamation or consolidation of the Corporation with any other corporation or other entity, other than (I) a merger, amalgamation or consolidation (A) which results in the voting securities of the Corporation outstanding immediately prior to such merger, amalgamation or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or any of its subsidiaries at least fifty percent (50%) of the combined voting power of the securities of the Corporation or such surviving entity or any parent thereof outstanding immediately after such merger, amalgamation or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Corporation, the entity surviving such merger, amalgamation or consolidation or, if the Corporation or the entity surviving such merger, amalgamation or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger, amalgamation or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing greater than fifty percent (50%) of the combined voting power of the Corporation's then outstanding securities; or

(iv) there is consummated an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets, other than (A) a sale or disposition by the Corporation of all or substantially all of the Corporation's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Corporation following the completion of such transaction in substantially the same proportions as their ownership of the Corporation immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Corporation's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

"**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

"**Cause**" means the occurrence of any of the following events: (i) you commit a material breach of the Proprietary Information and Inventions Agreement, as shall be determined in the reasonable opinion of the Board, (ii) you commit a material breach of your Employment Agreement, RSU Agreements or this Amendment and

for a period of 10 consecutive days fail to cure such breach (iii) you perform any act that entitles the Corporation or any Subsidiary to legally dismiss you without paying any severance pay in connection with such dismissal or (iv) you are convicted of a crime of moral turpitude or dishonesty.

"**Good Reason**" means the occurrence, without your express written consent, of any of the following events: (i) a material reduction in your title, duties, responsibilities or authority, or a material adverse change in your reporting relationships, (ii) a material reduction of your Salary, the Benefits, or any other material compensation or benefits as in effect on the Effective Date, or (iii) a reduction in your status to below 80% of full-time employment; *provided*, *however*, that no such event shall constitute Good Reason unless (x) you provide written notice to your employer of the existence of the condition giving rise to Good Reason within 30 days of the initial occurrence of such condition, (y) the Corporation or your employer fail to cure such condition within 30 days following receipt of such notice and (z) you terminate employment within 30 days following the expiration of the cure period.

"**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

Notwithstanding the foregoing, for each RSU that constitutes deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Applicable Change in Control shall be deemed to have occurred under the Plan with respect to such RSU only if a change in the ownership or effective control of the Corporation or a change in ownership of a substantial portion of the assets of the Corporation shall also be deemed to have occurred under Section 409A of the Code.

Notwithstanding anything in this Amendment or the RSU Agreements and the Additional Grant Agreement to the contrary, if any payment or distribution to you pursuant to the RSU Agreements, this Amendment, or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall either be (A) delivered in full or (B) delivered as to such lesser extent which would result in no portion of such Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in your receipt on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code.

In addition to the aforementioned, if upon the Applicable Change in Control unvested RSUs are to be cancelled for no consideration, all unvested RSUs as of closing of the Applicable Change in Control shall be fully accelerated immediately

prior to such closing.

"Release" means a release of claims document in a form satisfactory to the Corporation and the applicable employing Subsidiary, such release shall include, among other things: (a) a general waiver and release of claims against the Corporation, its Subsidiaries and their respective officers, directors and employees, (b) a confirmation that you have not breached, and an undertaking not to breach, any intellectual property obligations owed to the Corporation or any Subsidiary, (c) a confirmation that you have not breached, and an undertaking not to breach, any confidentiality obligations owed to the Corporation or any Subsidiary, (d) non-competition and non-solicitation undertakings of at least 12 months following end of employment, and (e) an acknowledgment that the acceleration of the RSUs constitutes additional consideration for the undertakings set forth in clauses (b) through (d) above, and that upon any material breach of such undertakings, the Corporation shall be entitled, without limiting any other remedy, to recover from you any shares issued upon settlement of the accelerated RSUs (or the net proceeds thereof, if sold or transferred) and to cancel any accelerated RSUs not yet settled.

2. Executive Transition. Section 6 of each of the RSU Agreements but NOT of the Additional Grant Agreement is hereby amended by adding the following paragraph to the end thereof (following the Change in Control paragraph added pursuant to Section 1 above) as set forth below:

Executive Transition Double Trigger Acceleration.

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all of the following occur (i) an Executive Transition occurs, (ii) your employment is terminated by the Corporation or any Subsidiary without Cause (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above) within 18 months following the occurrence of the Executive Transition and (iii) you sign and do not revoke the Release and such Release becomes effective within 60 days following the date your employment terminates, then each unvested RSU as of the date of termination shall fully accelerate and become fully vested on the date of effectiveness of the Release, *provided* that if such 60-day period spans two calendar years, such vesting shall occur on the first day of the later of such calendar years. For purposes of this Agreement, an "**Executive Transition**" means an event where the founder and Chief Executive Officer of the Corporation (the "**CEO**") as of the Effective Date ceases to be the CEO for any reason.

3. Tax. The tax consequences of the amendments described above shall be borne solely by the Employee and the Employee agrees to bear such taxes and the Corporation or any Subsidiary (as defined in the RSU Agreements) shall be entitled to withhold all applicable taxes in connection with the RSUs, including as a result of the amendment to the terms of the existing RSUs as described above. It is clarified that the acceleration may impact the beneficial tax treatment under the trustee capital gains route. The Employee confirms that they have had the opportunity to receive legal and tax advice before executing this amendment.

4. Headings. The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Amendment.

5. Severability. The provisions of this Amendment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

6. Assignment. This Amendment shall be binding upon and shall inure to the benefit of the Corporation, its successors and assigns, and the Corporation shall require such successor or assign to expressly assume and agree to perform this Amendment in the same manner and to the same extent that the Corporation 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 Corporation (including this Amendment) whether by operation of law or otherwise. Neither this Amendment 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 Amendment shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CORPORATION

MOBILEYE GLOBAL INC.

By: /s/ Amnon Shashua
Name: Amnon Shashua
Title: Chief Executive Officer and President

EMPLOYEE

By: /s/ Yaacov Ohayon
Name: Yaacov Ohayon

Exhibit 31.1

Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

I, Professor Amnon Shashua, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Mobileye Global Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2026

By: /s/ Professor Amnon Shashua
Professor Amnon Shashua
Chief Executive Officer, President, and Director
(Principal Executive Officer)

Exhibit 31.2

Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

I, Moran Shemesh Rojansky, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Mobileye Global Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2026

By: /s/ Moran Shemesh Rojansky
Moran Shemesh Rojansky
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

Certificate of the Chief Executive Officer of Mobileye Global Inc. pursuant to 18 U.S.C. § 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

In connection with the Quarterly Report on Form 10-Q of Mobileye Global Inc. for the period ending September 26, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Professor Amnon Shashua, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of Mobileye Global Inc.

Date: October 29, 2026

By: /s/ Professor Amnon Shashua
Professor Amnon Shashua
Chief Executive Officer, President, and Director
(Principal Executive Officer)

Exhibit 32.2

Certificate of the Chief Financial Officer of Mobileye Global Inc. pursuant to 18 U.S.C. § 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

In connection with the Quarterly Report on Form 10-Q of Mobileye Global Inc. for the period ending September 26, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Moran Shemesh Rojansky, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of Mobileye Global Inc.

Date: October 29, 2026

By: /s/ Moran Shemesh Rojansky
Moran Shemesh Rojansky
Chief Financial Officer
(Principal Financial and Accounting Officer)