
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Mobileye Global Inc.

(Name of Issuer)

Class A Common Stock, \$0.01 par value

(Title of Class of Securities)

60741F104

(CUSIP Number)

**Liz Cohen-Yerushalmi, CLO/GC
c/o Mobileye B.V. Har Hotzvim, 1 Shlomo Momo HaLevi Street
Jerusalem, L3, 9777015
972-2-541-7333**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

02/03/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 60741F104

Name of reporting person

1

Amnon Shashua

Check the appropriate box if a member of a Group (See Instructions)

2

- (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4
OO
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

6
Citizenship or place of organization
ISRAEL

7
Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With:

8
17,779,501.00
Shared Voting Power

9
0.00
Sole Dispositive Power

10
17,779,501.00
Shared Dispositive Power

11
0.00
Aggregate amount beneficially owned by each reporting person

12
17,779,501.00
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13

14
Percent of class represented by amount in Row (11)
7.3 %
Type of Reporting Person (See Instructions)
IN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Class A Common Stock, \$0.01 par value

Name of Issuer:

(b) Mobileye Global Inc.

Address of Issuer's Principal Executive Offices:

(c) c/o Mobileye B.V. Har Hotzvim, 1 Shlomo Momo HaLevi Street, Jerusalem, ISRAEL , 9777015.

Item 2. Identity and Background

(a) This Schedule 13D is filed by Amnon Shashua ("Prof. Shashua" or the "Reporting Person") with respect to the shares of Class A Common Stock of Mobileye Global Inc. (the "Company") directly held by (and underlying options directly held by) him.

(b) The principal address of the Reporting Person is c/o Mobileye B.V. Har Hotzvim, 1 Shlomo Momo HaLevi Street Jerusalem 9777015, Israel.

(c) The principal occupation of Prof. Shashua is CEO and President of the Company.

(d) The Reporting Person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) The Reporting Person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was, or is subject to, a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

(f) Prof. Shashua is a citizen of Israel.

Item 3. Source and Amount of Funds or Other Consideration

On January 5, 2026 (the "Signing Date"), the Company and Mobileye Vision Technologies Ltd. ("MEIL"), a company organized under the laws of the State of Israel and a subsidiary of the Company, entered into a share purchase agreement (the "Share Purchase Agreement") to acquire 100% of the issued and outstanding stock of Mentee Robotics Ltd. ("Mentee", and such transaction, the "Acquisition"). The Acquisition was approved by the Company's Board of Directors (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 Company's Board also approved the Acquisition pursuant to the Company's Related Persons Transaction Policy. Intel Corporation, 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. Shashua recused himself from the Board's consideration and approval of the Acquisition. Prof. Shashua is the Chairman, Co-Founder and a significant shareholder of Mentee. On February 3, 2026 (the "Closing Date"), pursuant to the Share Purchase Agreement, the Company directly and indirectly acquired all of the outstanding share capital of Mentee and Prof. Shashua sold all of the issued and outstanding shares of Mentee to the Company that Prof. Shashua held immediately prior to the Closing Date in exchange for the right to receive (i) cash equal to fifty percent (50%) of Prof. Shashua's total consideration, less (a) fifty percent (50%) of Prof. Shashua's pro rata escrow amount contribution and (b) Prof. Shashua's pro rata representative expense amount contribution and (ii) shares of Class A common stock, par value \$0.01 per share, of the Company (the "MBLY Global Common Stock"). The number of shares of MBLY Global Common Stock issued to Prof. Shashua was determined by dividing fifty percent (50%) of Prof. Shashua's total consideration by a volume weighted average of the closing sale prices for MBLY Global Common Stock as quoted on the NASDAQ Stock Market over the thirty (30) trading days ending immediately prior to the Signing Date. This resulted in Prof. Shashua receiving (in addition to Prof. Shashua's preexisting shareholding in the Company), a total of 15,543,098 shares of MBLY Global Common Stock. Such shares of MBLY Global Common Stock were deposited with a trustee (the "Trustee") and an amount of MBLY Global Common Stock equal to fifty percent (50%) of Prof. Shashua's pro rata escrow amount contribution is subject to an escrow agreement entered into on the Closing Date and pursuant to the Share Purchase Agreement. Of the shares of MBLY Common Stock issued to Prof. Shashua (i) 1,554,310 shares of MBLY Global Common Stock are subject to a six-month lock-up period pursuant to a lock-up agreement entered into on the Closing Date, and (ii) 13,988,788 shares of MBLY Global Common Stock were deposited with the Trustee as deferred consideration pursuant to a deferred consideration agreement entered into on the Signing Date and a 104H and deferred consideration trust agreement entered into on the Closing Date (the "Deferred Shares"). The Deferred Shares will be released in equal portions in twenty-four and forty-eight months from the closing of the Acquisition, subject to continued employment, or under certain circumstances, affiliation, with the Company and its subsidiaries. Prof. Shashua does not have voting power in relation to the Deferred Shares.

Item 4. Purpose of Transaction

As described in Item 3 above, which description is incorporated herein by reference in answer to this Item 4, this Schedule 13D is being filed in connection with the consideration received under the Share Purchase Agreement.

Item 5. Interest in Securities of the Issuer

See rows (11) and (13) of the cover page to this Schedule 13D for the aggregate number of shares of Class A Common Stock and percentage of the shares of Class A Common Stock beneficially owned by the Reporting Person. (a) The percentage used in this Schedule 13D is calculated based upon 243,613,499 shares of Class A Common Stock reported by the Issuer to be outstanding as of February 3, 2026.

(b) See rows (7) through (10) of the cover page to this Schedule 13D for the number of shares of Class A Common Stock as to which the Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.

(c) There were no transactions in the class of securities reported on that were effected during the past sixty days.

(d) No person other than the Reporting Person is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, such shares of Class A Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

As described in Item 3, (i) 1,554,310 shares of MBLY Global Common Stock are subject to a six-month lock-up period pursuant to a lock-up agreement entered into on the Closing Date by and between the Company and Prof. Shashua, and (ii) 13,988,788 shares of MBLY Global Common Stock are Deferred Shares and were deposited with the Trustee as deferred consideration pursuant to a deferred consideration agreement entered into on the Signing Date by and among the Company, MEIL and Prof. Shashua and a 104H and deferred consideration trust agreement entered into on the Closing Date by and among the Company, MEIL, the Trustee and Prof. Shashua.

Item 7. Material to be Filed as Exhibits.

1. Lock-up Agreement, dated as of February 3, 2026, by and between Mobileye Global Inc. and Prof. Amnon Shashua. 2. Deferred Consideration Agreement, dated as of January 5, 2026, by and among Mobileye Global Inc., Mobileye Vision Technologies Ltd. and Prof. Amnon Shashua. 3. 104H and Deferred Consideration Trust Agreement, dated as of February 3, 2026, by and among Mobileye Global Inc., Mobileye Vision Technologies Ltd., IBI Trust Management, and Prof. Amnon Shashua.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Amnon Shashua

Signature: /s/ Amnon Shashua
Name/Title: Amnon Shashua
Date: 02/10/2026

LOCK-UP AGREEMENT

This LOCK-UP AGREEMENT, dated as of February 3, 2026 (this “**Agreement**”), is entered into by and among Mobileye Global Inc., a Delaware corporation (the “**Corporation**”), and the undersigned Person(s) (each, a “**Share Recipient**”).

WHEREAS, the Corporation and Mobileye Vision Technologies Ltd., a company organized under the laws of the State of Israel, entered into that certain Share Purchase Agreement dated as of January 5, 2026 (the “**Share Purchase Agreement**”) with Mentee Robotics Ltd., a company organized under the laws of the State of Israel (“**Mentee**”), the Company Shareholders listed on Exhibit A to the Share Purchase Agreement, and Shareholder Representative Services LLC (the “**Representative**”), solely in its capacity as the exclusive representative of the Company Shareholders;

WHEREAS, subject to the terms and conditions of the Share Purchase Agreement, upon consummation of the transactions contemplated thereby, each Share Recipient is entitled to receive a number of shares of Class A common stock of the Corporation, \$0.01 par value per share (the “**Common Stock**”) to be determined pursuant to the Share Purchase Agreement (the “**Consideration Shares**”); and

WHEREAS, as an inducement to the Corporation’s and Mentee’s willingness to enter into the Share Purchase Agreement, each Share Recipient has agreed to be subject to certain restrictions with respect to the Transfer (as defined below) of that number of shares of Common Stock received by such Share Recipient pursuant to the Share Purchase Agreement that constitutes ten percent (10%) of the Consideration Shares which are defined as the “**Locked-Up Shares**” under the Share Purchase Agreement (together with any other shares of stock or other equity securities issued or issuable with respect thereto (whether by way of a stock dividend, stock split or in exchange for or in replacement or upon conversion of such shares of Common Stock or otherwise in connection with a combination of shares of Common Stock, recapitalization, merger, consolidation or other corporate reorganization), the “**Lock-Up Consideration Shares**”) on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual conditions and agreement set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Share Purchase Agreement. As used in this Agreement, the following terms shall have the following respective meanings:

“**Beneficial Ownership**” by a Person of any securities means that such Person is a beneficial owner of such securities in accordance with Rule 13d-3 adopted by the SEC under the Securities Exchange Act of 1934.

“**Permitted Transferee**” shall mean, with respect to any Share Recipient, any Person acquiring Lock-Up Consideration Shares that are Beneficially Owned by such Share Recipient in each case that becomes a party to this Agreement by executing a joinder agreement agreeing to be bound by the terms hereof to the same extent that such Share Recipient was so bound in one of the following transactions:

(1) a Transfer to an Affiliate of such Share Recipient; or

(2) a Transfer (i) as a bona fide gift or charitable contribution or for *bona fide* estate planning purposes, (ii) upon death or by will, other testamentary document or intestate succession, (iii) to an immediate family member of such Share Recipient or to any trust for the direct or indirect benefit of such Share Recipient or the immediate family of such Share Recipient (for purposes of this agreement, “immediate family” shall mean any spouse or domestic partner and relationship by blood, current or former marriage or adoption, not more remote than first cousin), or (iv) that occurs by operation of law in connection with a divorce settlement, divorce decree, separation agreement or other order of a court or regulatory agency

“**Person**” shall mean an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, government (or agency or political subdivision thereof) or any other entity.

“**Transfer**” shall mean any direct or indirect transfer of all or any portion of a security or any interest or rights in a security; *provided, however*, that no transfer of Lock-Up Consideration Shares by any Share Recipient in order to comply with such Share Recipient’s indemnification obligations under the Share Purchase Agreement shall be deemed a Transfer of Lock-Up Consideration Shares for purposes of this Agreement; *provided, further*, that nothing herein shall restrict any Share Recipient from (i) entering into, establishing, maintaining or otherwise engaging in any hedging or other similar transaction or arrangement (including swaps, collars, put/call positions, forward or other derivative transactions) with respect to the Consideration Shares, (ii) pledging Consideration Shares as collateral to secure any obligations under, or in connection with, any such bona fide hedging transaction, or in a margin or similar account or (iii) taking any action to establish any of the foregoing, in each case so long as settlement of any such transaction, position or pledge does not require the sale or transfer of any Consideration Shares during the Lock-Up Period, and the Corporation agrees to reasonably cooperate with any reasonable requests from the counterparty to any hedge or similar transaction or arrangement.

2. **Transfer Restrictions.** Except with the prior written consent of the Corporation (which it may withhold in its sole discretion), beginning on the Closing Date and during the period of one hundred and eighty (180) days thereafter (the “**Lock-Up Period**”), no Share Recipient may Transfer any Lock-Up Consideration Shares that it Beneficially Owns to any Person, other than to a Permitted Transferee.

3. **Exceptions.** Notwithstanding any restrictions in the foregoing Section 2, each Share Recipient shall be permitted to tender any Lock-Up Consideration Shares it Beneficially Owns pursuant to a bona fide third-party public tender offer made to all holders of shares of Common Stock so long as a majority of the directors then serving on the Board of Directors of the Corporation has recommended to the holders of shares of Common Stock that they accept such tender offer and tender their shares of Common Stock in such tender offer; *provided* that if such tender offer is not completed, any Lock-Up Consideration Shares subject to this Agreement shall remain subject to the restrictions contained in this Agreement.

4. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered personally by hand, (b) two (2) Business Days after mailing, if sent by a nationally-recognized overnight delivery service (unless the records of the delivery service indicate otherwise), (c) five (5) Business Days after deposit in the United States or Israeli mail, registered or certified and with proper postage prepaid, addressed as follows; or (d) upon delivery if sent by electronic mail with confirmation of receipt on a Business Day and during normal business hours of the recipient, and otherwise on the first Business Day in the place of recipient following delivery:

(a) If to the Corporation:

Mobileye Global Inc.
1 Shlomo (Momo) Halevi St.
Jerusalem, Israel
Tel: +972-2-541-7333
Attn: Liz Cohen-Yerushalmi; Jesse Infeld
Email: liz.cohenyerushalmi@mobileye.com; jesse.infeld@mobileye.com

with a copy (which shall not constitute notice) to:

Erdinast, Ben Nathan, Toledano & Co.
Museum Tower, 4 Berkowitz St.
Tel Aviv 6423806, Israel
Attention: Doni Toledano, Nitzan Aberbach
Email: donit@ebnlaw.co.il; nitzana@ebnlaw.co.il

(b) If to the Share Recipient, to the address set forth on such Share Recipient's signature page hereto.

5. Miscellaneous.

(a) *Captions; Counterparts.* The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

(b) *Amendments.* This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement. This Agreement may not be modified or amended except as *provided* in the immediately preceding sentence and any amendment by any party or parties hereto effected in a manner which does not comply with this Section 6(b) shall be null and void.

(c) *Waiver.* No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(d) *Severability.* In the event that any one or more of the provisions contained herein is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected (so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party), it being intended that each of the parties' rights and privileges shall be enforceable to the fullest extent permitted by applicable Law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction (so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party).

(e) *Entire Agreement.* This Agreement is complete, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by all the parties hereto, have been expressed herein or in the Share Purchase Agreement, and this Agreement supersedes any prior understandings, agreements or representations and warranties by or among the parties, written or oral, to the extent that they related in any way to the subject matter hereof.

(f) *Assignment.* Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Share Recipient in whole or in part without the prior written consent of the Corporation, and any attempt to make any such assignment without such consent shall be null and void. This Agreement shall be binding upon and inure solely to the benefit of each of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) *Governing Law and Arbitration.* This Agreement, and any claim, action, suit, audit, assessment, arbitration, inquiry, proceeding or investigation, in each case, by or before any governmental authority (an “**Action**”) arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, shall be governed by and construed exclusively under the laws of the State of Israel, excluding any choice or conflicts of laws provisions or rules that would cause the application of any laws of any other jurisdiction. Any and all disputes, disagreements, differences or claims, whether contractual or non-contractual, arising from or in connection with this Agreement or the transactions contemplated hereby shall be finally and exclusively resolved by arbitration administered by the ICC in accordance with Section 11.9 of the Share Purchase Agreement.

(h) *Remedies.* Each Share Recipient acknowledges and agrees that the Corporation would be irreparably damaged in the event that any of the terms or provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached by such Share Recipient. Therefore, notwithstanding anything to the contrary set forth in this Agreement, the Corporation shall be entitled to an injunction or injunctions to prevent breaches of any of the terms or provisions of this Agreement and/or specific performance by any Share Recipient, and each Share Recipient agrees to waive the defense (and not to interpose as a defense or in opposition) in any such suit that the Corporation has an adequate remedy at law, and hereby agrees to waive any requirement to post any bond in connection with obtaining such relief. The equitable remedies described in this Section shall be in addition to, and not in lieu of, any other remedies at law or in equity that the Corporation may elect to pursue.

(i) *Non-Recourse to Related Parties.* No Person who is not a party to this Agreement, including any Related Party of the parties to this Agreement and their respective Related Parties (in each case, other than the parties to this Agreement themselves), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance or breach.

(j) *Termination.* This Agreement will automatically terminate, without any notice or other action by any Person, if the Share Purchase Agreement is terminated prior to the Closing Date in accordance with the terms of the Share Purchase Agreement. Upon termination of this Agreement, no party hereto shall have any obligations or liabilities under this Agreement.

[Remainder of page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MOBILEYE GLOBAL INC.

By: /s/ Safroadu Yeboah-Amankwah

Name: Safroadu Yeboah-Amankwah

Title: Chair of the Board of Directors

By: /s/ Nimrod Nehushtan

Name: Nimrod Nehushtan

Title: EVP Business Development and Strategy

[Signature Page to Lock-Up Agreement]

SHARE RECIPIENT(S):

Prof. Amnon Shashua

By: /s/ Prof. Amnon Shashua

Name: Prof. Amnon Shashua

Title: Director

Address for Notices (including email):

Tavor 26, Mevaseret Zion, Israel

With a copy (which shall not constitute notice) to:

Shibolet & Co.

Tou Towers, 4 Yitzhak Sadeh St.

Tel Aviv 6777504, Israel

Tel: +972-3-307-5000

Attention: Limor Peled, Tom Small

Email: l.peled@shibolet.com, t.small@shibolet.com

[Signature Page to Lock-Up Agreement]

DEFERRED CONSIDERATION AGREEMENT

THIS DEFERRED CONSIDERATION AGREEMENT (this "Agreement") is entered into as of January 5, 2026, by and between Mobileye Vision Technologies Ltd. ("MBLY Vision"), Mobileye Global Inc. ("MBLY Global"), and together with MBLY Vision, the "Buyers", and each, a "Buyer") and Prof. Amnon Shashua (the "Founder"). Capitalized terms used in this Agreement and not otherwise defined herein have the meanings given to such terms in the Share Purchase Agreement (as defined below).

RECITALS

A. (i) Buyers, (ii) the Founder and other shareholders of Mentee Robotics Ltd. (the "Company" and the "Sellers", respectively), (iii) the Company, and (iv) Shareholder Representative Services LLC, solely in its capacity as the Sellers' representative, have entered into that certain Share Purchase Agreement, dated as of the date hereof (the "Share Purchase Agreement"), which provides (subject to the terms and conditions set forth therein) for the acquisition of all of the issued and outstanding shares of the Company by Buyers, including from the Founder (the "Acquisition").

B. Section 2.4(c) of the Share Purchase Agreement provides that the Deferred Consideration payable by MBLY Global shall be deposited at the Closing with the 104H Trustee in its capacity as the Deferred Consideration Trustee (or with the Paying Agent to be then remitted to the Deferred Consideration Trustee), and shall be payable to the Founder only upon the terms and subject to the conditions set forth in this Agreement. Any reference hereunder to the Deferred Consideration Trustee, shall mean the 104H Trustee in its capacity as the Deferred Consideration Trustee.

AGREEMENT

The parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Definitions

- 1.1 "Affiliated Entity" means any subsidiary or Affiliate of any of the Company or the Buyers.
- 1.2 "Affiliation" means the Founder's engagement or employment with, or service to, any Group Member in an Applicable Capacity.
- 1.3 "Applicable Capacity" means any of the following capacities: (a) an employee of any Group Member; (b) a consultant, advisor or independent contractor of any Group Member; or (c) an officer or member of the board of directors of any Group Member (or equivalent governing body).
- 1.4 "Cause" means the Founder's termination of Affiliation by an Engaging Entity due to: (a) the Founder's willful unauthorized use of any trade secrets or proprietary or confidential information of any Group Member; (b) the Founder's conviction of or plea of nolo contendere to a felony (excluding any vehicular or non-duty related minor offenses) or a crime involving moral turpitude, that has had, will have or would reasonably be expected to have an adverse effect on any Group Member's reputation or business; (c) the Founder's committing an act of fraud against any Group Member; (d) the Founder's willful misconduct that has had, will have or would reasonably be expected to have an adverse effect on any Group Member's reputation or business; (e) Founder's willful violation of any material provision of any written policy of the applicable Engaging Entity, including, without limitation, the Engaging Entity's published code of conduct, securities trading policy and other material written policies, provided that the Founder shall have been delivered a copy of such policies or notice that they have been posted on a website prior to such compliance failure; (f) the Founder's willful and repeated failure or refusal to attempt to perform the Founder's duties to the applicable Engaging Entity (including, as applicable, duties as a service provider, officer, director or committee member); (g) the Founder's breach of any non-compete and non-solicitation undertaking or covenant (whether or not enforced by a court of competent jurisdiction); (h) circumstances justifying the revocation of Founder's entitlement to severance pay under the Israeli Severance Pay Law, 5723-1963 (and if such law is not the applicable law, which would have caused such justification under the Israeli Severance Pay Law, 5723-1963, had it been applicable); in each case unless the Founder fully remedies any of the events referenced above no later than fifteen (15) days following delivery to the Founder of a written notice from the applicable Engaging Entity describing such failure in reasonable detail.
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1.5 “Continuous Disability Period” means any period during which the Founder is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, as demonstrated by a Medical Certification, *provided* that the existence of such circumstances alone during such period shall not constitute a Disability Event.

1.6 “Disability Event” means that the Founder is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which has lasted for a continuous period of not less than twelve (12) months ; *provided* that the Founder shall not be considered to have a Disability Event unless the Founder furnishes such proof (including written certification supported by medical records from a reputable physician reasonably acceptable to the applicable Affiliated Entity or an Affiliate thereof) of the existence thereof in such form and manner, and at such times, as Buyer may reasonably require (“Medical Certification”).

1.7 “Engaging Entity” means the applicable Group Member with which the Founder has Affiliation.

1.8 “Full Termination of Affiliation” means a termination of Affiliation with an Engaging Entity, pursuant to which the Founder has no additional Affiliation with any other Group Member.

1.9 “Group Member” means any of the Buyers, the Company or an Affiliated Entity.

1.10 “Partial Termination of Affiliation” means a termination of Affiliation with an Engaging Entity, pursuant to which the Founder still has an Affiliation with the same or another Group Member.

1.11 “Qualified Position” means a position with a Group Member in any Applicable Capacity, *provided* that such position is within the field of expertise of the Founder, and for a fair salary (in Hebrew: שכר ראוי) comparable (to the extent possible) to such position in such Group Member, and *further provided* that if the Founder is offered with the same position and capacity as held immediately prior to Closing, then also with a fair salary (in Hebrew: שכר ראוי) that is not less favorable than paid to the Founder for such position prior to Closing.

2. Deferred Consideration

2.1 The Founder hereby agrees that the Deferred Consideration shall be deposited at the Closing with the 104H Trustee in its capacity as the Deferred Consideration Trustee (or with the Paying Agent to be then remitted to the Deferred Consideration Trustee), which shall be released to the Founder on each applicable payment date following the Closing Date as set forth in the consideration schedule attached hereto as Annex A (the “Deferred Consideration Schedule”, and the “Installment Date”, respectively), or earlier date as provided in Sections 3.1.1, 3.1.6 and 3.3.1 below (each such earlier date, an “Earlier Installment Date”), contingent upon and subject to the terms and conditions set forth in this Agreement.

2.2 All of the Deferred Consideration shall be deferred as of the Closing, shall be held by the Deferred Consideration Trustee, and shall be paid to the Founder solely in accordance with the terms and conditions of this Agreement.

2.3 Any respective portion of the Deferred Consideration that failed to become payable to the Founder pursuant to the terms and conditions of this Agreement, including pursuant to Section 3 below, shall be deemed permanently forfeited immediately after such failure. Upon such forfeiture, the Buyers shall be irrevocably entitled to receive immediately from the Deferred Consideration Trustee such forfeited portion of the Deferred Consideration, together with any accumulated but unpaid dividends thereon, which shall be delivered to the Buyers (or as the Buyers may direct) without any further action by the Founder (the "Forfeiture Provision").

2.4 The Forfeiture Provision shall cease to have effect in respect of each portion of Deferred Consideration as of: (i) the applicable Installment Date, if the Founder has continuous Affiliation as of the Closing Date and until such applicable Installment Date, or (ii) an Earlier Installment Date (if any), meaning that such portion of Deferred Consideration will become payable to the Founder on such corresponding Installment Date or Earlier Installment Date, as may be applicable, without any interest and subject to any applicable tax withholding. Any such portion of the Deferred Consideration that has become payable pursuant to the Deferred Consideration Schedule, or upon an Earlier Installment Date (if applicable), is referred to as "Due Deferred Consideration". For the avoidance of doubt, a Continuous Disability Period (until, if relevant, the Disability Event) shall be treated as continuous Affiliation for purposes of Deferred Consideration, *provided* that during the Continuous Disability Period there is no other termination of Affiliation in accordance with and subject to the terms and conditions hereunder.

2.5 The Founder will receive the payment of Due Deferred Consideration (without interest and subject to any applicable tax withholding) not later than five (5) Business Days after such Due Deferred Consideration becomes payable in accordance with the Deferred Consideration Schedule or an Earlier Installment Date, as may be applicable (the "Applicable Payment Date"), together with all Retained Dividend. Any shares released hereunder remain subject to any applicable restrictive legends and stop-transfer instructions that may then apply to all holders of MBLY Global Common Stock.

2.6 Prior to release, the Founder shall not exercise any voting or other rights with respect to the Deferred Consideration. Cash dividends with record dates prior to release shall be retained by the Deferred Consideration Trustee ("Retained Dividend") and paid only upon, and to the extent of, the corresponding payment and release on the Applicable Payment Date. Such dividends shall be forfeited upon forfeiture of the underlying shares.

2.7 Notwithstanding anything to the contrary, the Deferred Consideration Trustee is authorized to sell or cause to be sold, or withhold, the minimum number of shares otherwise deliverable to satisfy applicable withholding in accordance with the provisions of the Share Purchase Agreement, including Section 2.4(g) thereof, and shall promptly remit the withheld amounts to the applicable Taxing Authority, *provided however* that the Buyers shall provide written notice to the Founder at least fourteen (14) calendar days prior thereto, and the Founder may elect, prior to the lapse of such fourteen (14) calendar days' period, to pay the applicable withholding amounts in lieu of the sale of shares of MBLY Global Common Stock, *provided further*, that if the Founder does not deliver such payment until the lapse of such fourteen (14) calendar days' period, the Deferred Consideration Trustee to act in accordance with this Section 2.7.

3. Termination of Affiliation

3.1 Termination of Affiliation by an Engaging Entity.

3.1.1 Upon Full Termination of Affiliation by an Engaging Entity, all of the then-remaining amount of the Deferred Consideration (the "Unvested Consideration") shall become immediately vested and payable to the Founder.

3.1.2 Notwithstanding the foregoing, the Buyers (either directly or through any Group Member) shall be entitled, but not obligated, to deliver a written offer to the Founder of a Qualified Position (a "Qualified Position Offer") within fourteen (14) calendar days following such Full Termination of Affiliation (the "Offer Period", and the date upon which a Qualified Position Offer is made, the "Offer Date").

3.1.3 In the event that a Group Member proposes the Founder a Qualified Position Offer within the Offer Period, the Founder shall be obligated to elect, by delivering a written notice to the proposing Group Member (an "Election"), within thirty (30) calendar days following the Offer Date ("Election Period"), whether to accept (an "Acceptance Notice") or decline (a "Refusal Notice") the Qualified Position Offer.

3.1.4 In the event that the Founder provides, within the Election Period, an Acceptance Notice, the Founder shall continue to be entitled to the Deferred Consideration in accordance with the Deferred Consideration Schedule, and subject to terms and conditions hereunder.

3.1.5 In the event that the Founder provides, within the Election Period, a Refusal Notice, or if the Founder makes an Election but not within the Election Period, the Unvested Consideration shall be deemed permanently forfeited, and Buyers shall be permanently entitled to receive the Unvested Consideration immediately from the Deferred Consideration Trustee.

3.1.6 In the event that no Group Member proposes the Founder a Qualified Position Offer within the Offer Period, the Unvested Consideration shall become immediately vested and payable to the Founder within five (5) Business Days following the lapse of the Offer Period.

3.1.7 Upon Partial Termination of Affiliation by an Engaging Entity, the Founder shall continue to be entitled to the Deferred Consideration in accordance with terms and conditions hereunder.

3.1.8 In the event of any termination of Affiliation for Cause, the Unvested Consideration shall be deemed permanently forfeited, and Buyers shall be permanently entitled to receive the Unvested Consideration immediately from the Deferred Consideration Trustee.

3.2 Termination of Affiliation by the Founder.

3.2.1 Upon Partial Termination of Affiliation by the Founder, the Founder shall continue to be entitled to the Deferred Consideration in accordance with terms and conditions hereunder.

3.2.2 Upon Full Termination of Affiliation by the Founder, the Unvested Consideration shall be deemed permanently forfeited, and Buyers shall be permanently entitled to receive the Unvested Consideration immediately from the Deferred Consideration Trustee.

3.2.3 In such case of Full Termination of Affiliation by the Founder, the Buyers (either directly or through any Group Member) shall be entitled, but not obligated, to offer the Founder a position with any Group Member, and under such terms and conditions to be mutually agreed upon by the Buyers and the Founder. In the event that within thirty (30) calendar days following such Full Termination of Affiliation by the Founder, no such offer is made by the Buyers, or that such an offer is made but the Buyers and the Founder are not able to reach within such thirty (30) calendar period a binding agreement of Affiliation with any Group Member, the Unvested Consideration shall be deemed permanently forfeited, and Buyers shall be permanently entitled to receive the Unvested Consideration immediately from the Deferred Consideration Trustee.

3.3 Termination of Affiliation in other Circumstances.

3.3.1 Upon the earlier of: (i) the Founder's death, or (ii) the Founder's Disability Event, all of the Unvested Consideration shall become immediately vested and payable to the Founder (or in the event of the Founder's death, the Founder's executor, administrator or permitted successor, as applicable).

3.3.2 The Deferred Consideration shall continue to become payable in accordance with the Deferred Consideration Schedule during any period in which the Founder is taking a leave of absence approved in advance and in writing by the Engaging Entity.

3.3.3 It is hereby agreed that in the event that the identity of the Engaging Entity changes to a direct or indirect Affiliate or subsidiary of the Buyers, pursuant to the mutual agreement of the Founder and the applicable Engaging Entity or pursuant to the decision of the Buyers, such event shall not be considered as termination of Founder's Affiliation for the purposes of this Agreement.

4. Miscellaneous

4.1 Notwithstanding anything to the contrary, forfeiture of the Unvested Consideration shall be effected by a written notice delivered to the Founder and the 104H Trustee in its capacity as the Deferred Consideration Trustee by either Buyer, setting forth the forfeiture, the number of shares being forfeited, and the basis for such forfeiture in reasonable detail.

4.2 This Agreement shall automatically terminate and be of no further force or effect upon the earlier of (i) the full payment of all Unvested Consideration to the Founder in accordance with the terms hereof, or (ii) the permanent forfeiture of all Unvested Consideration pursuant to this Agreement.

4.3 It is hereby acknowledged that notwithstanding that payment to Founder of the Deferred Consideration is subject to Founder's continued Affiliation, the Deferred Consideration will be treated for all applicable Tax purposes as part of the consideration payable to Founder with respect to and solely for the Acquisition of Founder's Company Shares under the Share Purchase Agreement, and does not constitute consideration for Founder's past, present or future Affiliation or considered as part of Founder's salary for any purposes, including for purposes of calculating disbursements to social benefits, pension fund and/or managers insurance and/or education fund, paid leave, or for calculating of severance pay or other payments derived from salary during Founder's Affiliation or termination of Affiliation. The Buyers shall characterize the Deferred Consideration in its tax filings as consideration for the Founder's shares within the transaction, and not as compensation for his employment. The Buyers will not claim a tax deduction in Israel in respect of the Deferred Consideration. The Deferred Consideration shall be subject to the terms of Tax Circular 5/2017 (Retention Mechanisms and Restrictions on Founders and Key Employees). Notwithstanding the foregoing, any tax implications deriving from payment of the Deferred Consideration shall be borne solely by the Founder.

4.4 The terms of Section 11.1 (Notices), Section 11.8 (Governing Law) and Section 11.9 (Arbitration) of the Share Purchase Agreement are incorporated herein, together with any necessary conforming changes.

4.5 This Agreement shall become effective only upon the Closing of the Acquisition, and shall become null and void upon termination of the Share Purchase Agreement in accordance with its terms.

4.6 Except as otherwise provided in the Share Purchase Agreement, the conditions to the obligations of Buyers to consummate the Acquisition are solely for the benefit of Buyers and may be waived by Buyers in their sole discretion without notice, liability or obligation to the Founder or any other Person.

4.7 This Agreement may not be amended or otherwise modified without the prior written consent of Buyers and the Founder.

4.8 In no event shall any provision of this Agreement or transaction contemplated hereby, give or be deemed to give the Founder any right to continued employment by, or any other affiliation with, any Group Member or affect in any manner the right of the applicable Engaging Entity to terminate the Founder's Affiliation at any time.

4.9 The parties hereunder hereby acknowledge that: (i) each party has carefully read this Agreement; (ii) following the consummation of the Acquisition, this Agreement shall be enforceable by each party and each party shall be entitled to seek damages for any breach of this Agreement; (iii) the terms of this Agreement are irrevocable to the fullest extent provided under the laws of the State of Israel; (iv) each party has had adequate opportunity to consult with counsel prior to entering into this Agreement; and (v) the material terms of this Agreement may be disclosed to the other shareholders of the Company in connection with the approval of the Acquisition and such disclosure shall not constitute a breach of any non-disclosure or confidentiality undertaking of any of the parties.

4.10 The parties hereto each acknowledge and agree that this Agreement is binding upon, inures to the benefit of, and is enforceable by, the parties hereto and their respective successors and assigns. Without the prior written consent of Buyers, the Founder shall not have the right to assign, pledge, hypothecate or otherwise transfer, in whole or in part, its rights or obligations under this Agreement.

4.11 This Agreement, together with the Share Purchase Agreement and the documents and instruments and other agreements specifically referred to herein or therein or delivered pursuant hereto or thereto, including all the exhibits and schedules attached hereto or thereto constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, with respect to the Deferred Consideration. In the event of any conflict or inconsistency between the terms of this Agreement and the Share Purchase Agreement (or any document referenced therein), the terms of this Agreement shall prevail solely with respect to the subject matter hereof.

4.12 This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

4.13 If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable to the extent of such illegality, invalidity or unenforceability and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MOBILEYE VISION TECHNOLOGIES LTD.

By: /s/ Safroadu Yeboah-Amankwah

Name: Safroadu Yeboah-Amankwah

Title: Authorized Signatory

By: /s/ Nimrod Nehushtan

Name: Nimrod Nehushtan

Title: EVP Business Development and Strategy

[Signature Page to Deferred Contingent Consideration Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MOBILEYE GLOBAL INC.

By: /s/ Safroadu Yeboah-Amankwah

Name: Safroadu Yeboah-Amankwah

Title: Chair of the Board of Directors

By: /s/ Nimrod Nehushtan

Name: Nimrod Nehushtan

Title: EVP Business Development and Strategy

[Signature Page to Deferred Contingent Consideration Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MOBILEYE VISION TECHNOLOGIES LTD.

By: _____
Title: _____

MOBILEYE GLOBAL INC.

By: _____
Title: _____

/s/ Prof. Amnon Shashua
FOUNDER

Name: Prof. Amnon Shashua

[Signature Page to Deferred Contingent Consideration Agreement]

Annex A

Deferred Consideration Schedule

Date of Installment	Percentage of the Deferred Consideration
Two (2) year anniversary of the Closing Date	50%
Four (4) year anniversary of the Closing Date	50%

104H AND DEFERRED CONSIDERATION TRUST AGREEMENT

THIS 104H AND DEFERRED CONSIDERATION TRUST AGREEMENT (this "Agreement") is dated as of February 3, 2026, by and among Mobileye Global Inc. ("MBLY Global"), Mobileye Vision Technologies Ltd. ("MBLY Vision" and together with MBL Y Global, the "Buyers"), IBI Trust Management (the "104H Trustee") and the undersigned Company Shareholder (the "Requesting Holder"). This Agreement shall become effective only at, and contingent upon, the Closing. MBL Y Global, MBL Y Vision, the 104H Trustee, and the Requesting Holder are referred to collectively herein as the "Parties" and each separately as a "Party". *Capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Share Purchase Agreement (as defined below) and/or in the Deferred Consideration Agreement (as defined below).*

WITNESSETH:

WHEREAS, pursuant to that certain Share Purchase Agreement (the "Share Purchase Agreement"), dated as of January 5, 2026, by and among the Buyers, Mentee Robotics Ltd. (the "Company"), each Company Shareholder listed therein, and Shareholder Representative Services LLC, in the form attached hereto as Exhibit A, the Buyers shall acquire all of the Company Shares upon and subject to the consummation of the Closing; and

WHEREAS, pursuant to the Share Purchase Agreement and the 104H Tax Ruling, all shares of MBL Y Global Common Stock issuable to the Requesting Holders by MBL Y Global, in consideration for Company Shares of the Requesting Holder acquired by MBL Y Global under the Share Purchase Agreement, shall be issued in the name of the 104H Trustee for the benefit of the Requesting Holder (the "Deposited Stock"); and

WHEREAS, all applicable withholding procedures with respect to the Deposited Stock of the Requesting Holder shall be made in accordance with the provisions of the 104H Tax Ruling, in the form attached hereto as Exhibit B, and Section 104H of the Israel Tax Ordinance; and

WHEREAS, pursuant to the Share Purchase Agreement: (i) 90% of the Deposited Stock shall be subject to the terms of that certain Deferred Consideration Agreement by and between the Buyers and the Requesting Holder, in the form attached hereto as Exhibit C (the "Deferred Consideration Stock") and may be subject to forfeiture under the Deferred Consideration Agreement; (ii) ten percent (10%) of the Deposited Stock is subject to that certain Lock-Up Agreement by and between MBL Y Global and the Requesting Holder, in the form attached hereto as Exhibit D (the "Locked-Up Stock"); and (iii) such portion of the Deposited Stock, out of the Deferred Consideration Stock, equal to the Requesting Holder's Pro Rata Share of the Stock Escrow Fund (as adjusted, if applicable, pursuant to Section 10.4(f) (i) of the Share Purchase Agreement), shall be held by the 104H Trustee, in its capacity as an Escrow Agent pursuant to the Escrow Agreement, and may be subject to forfeiture under the Escrow Agreement; and

WHEREAS, MBL Y Global and the Requesting Holder desire to appoint the 104H Trustee as trustee to hold and release the Deposited Stock on the terms and conditions hereinafter set forth, in addition to its role as trustee in accordance with Section 104H of the Israel Tax Ordinance and the 104H Tax Ruling.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

1. Appointment of 104H Trustee. MBL Y Global and the Requesting Holder hereby appoint the 104H Trustee to serve as trustee in accordance with the terms and conditions set forth herein, the provisions of Section 104H of the Israel Tax Ordinance and the 104H Tax Ruling, and the 104H Trustee hereby accepts such appointment.
-

2. Deposit and Maintenance of Requesting Holder Stock. At the Closing, and subject to the terms and conditions of the Share Purchase Agreement, MBLY Global shall deposit, or cause to be deposited, with the 104H Trustee, the Deposited Stock (and may do so in a book-entry or similar position through The Depository Trust & Clearing Corporation or any other depository or similar functionary) in the name of the 104H Trustee (for the benefit of the Requesting Holder), and the 104H Trustee shall hold the Deposited Stock for the benefit of the Requesting Holder in accordance with the terms of this Agreement, in addition to and without derogation from, the terms and requirements of Section 104H of the Israel Tax Ordinance and the 104H Tax Ruling. Promptly upon receipt of the Deposited Stock, the 104H Trustee shall notify the Requesting Holder, in writing, of the number of Deposited Shares received by it.
3. Forfeiture of the Deferred Consideration Stock.
 - 3.1. Subject to the provisions and limitations provided in this Agreement, the Share Purchase Agreement, the Escrow Agreement and the Deferred Consideration Agreement, the Deposited Stock that, at the applicable time, remains subject to forfeiture pursuant to the Deferred Consideration Agreement or under the Escrow Agreement shall, in addition to being subject to the 104H Tax Ruling, be subject to forfeiture without payment and/or transfer to MBLY Global in accordance with the terms of: (i) the Deferred Consideration Agreement, which in case that a forfeiture pursuant to the terms of the Deferred Consideration Agreement is enacted, MBLY Global will provide the 104H Trustee with a copy of the forfeiture notice delivered under the Deferred Consideration Agreement to the Requesting Holder, specifying the number of shares out of the Deposited Stock being forfeited and the grounds for such forfeiture (the “DC Forfeiture Notice”); or (ii) the Escrow Agreement, which in case a forfeiture pursuant to the terms of the Escrow Agreement is enacted, MBLY Global shall provide the 104H Trustee with a copy of the Joint Instructions (as defined under the Escrow Agreement) provided under the Escrow Agreement, specifying the forfeiture and the number of shares, out of the Deposited Stock, forfeited in accordance with such Joint Instructions (the “Escrow Forfeiture”).
4. Release of Deposited Stock; Tax Treatment.
 - 4.1. Subject to the requirements of Section 104H of the Israel Tax Ordinance and the 104H Tax Ruling, and subject to the provisions of the Deferred Consideration Agreement or the Lock-Up Agreement, as applicable, all Deposited Stock shall be held by the 104H Trustee for the benefit of the Requesting Holder in accordance with the provisions of the 104H Tax Ruling, and shall be transferred and released from the 104H Trustee as follows:
 - 4.1.1. The Lock-Up Stock shall be transferred and released in accordance with the Requesting Holder’s written instructions;
 - 4.1.2. The Deferred Consideration Stock shall be transferred and released, in accordance with the Requesting Holder’s written instructions, provided that such written instructions will comply with the following tranches: (i) 50% of the Deferred Consideration Stock may be transferred and released after the lapse of 2 (two) years following the date of this Agreement; and (ii) the remaining portion of the Deferred Consideration Stock may be transferred and released after the lapse of 4 (four) years following the date of this Agreement, provided further that if at any such release date: (a) a DC Forfeiture Notice has been delivered to the 104H Trustee, the number of Deposited Stock specified in such DC Forfeiture Notice shall not be transferred and released without Joint Instructions; or (b) a copy of the Notification of Claim Notice delivered by MBLY Global under the Escrow Agreement has been delivered to the 104H Trustee, the number of Deposited Stock specified in such Notification of Claim Notice as stock to be retained in escrow shall not be transferred and released (the “Withheld Stock”), provided further that if and when such Withheld Stock, or any portion thereof, have been released under the Escrow Agreement, they shall cease to be Withheld Stock and may be released in accordance with the Requesting Holder’s written instruction;

- 4.1.3. In accordance with joint written instructions signed by at least one of the Buyers and by the Requesting Holder.
- 4.2. At the time of transfer and release of any portion of the Deposited Stock from the 104H Trustee (other than as related to forfeiture or recovery for the benefit of Buyers pursuant to the terms of the Deferred Consideration Agreement or the Escrow Agreement), the Requesting Holder shall transfer to the 104H Trustee (or shall otherwise make sure that the 104H Trustee withholds on his behalf) the amount of the tax liability arising from the transfer to the Requesting Holder of such Deposited Stock, which the 104H Trustee is required to withhold and transfer to the ITA, under Section 104H of the Israel Tax Ordinance and the 104H Tax Ruling or any applicable Law, and if such payment is not made or so instructed by the Requesting Holder, the 104H Trustee shall be entitled to sell such number of Deposited Stock as required to satisfy applicable withholding in accordance with the provisions of 104H Ruling and the Share Purchase Agreement, including Section 2.4(g) thereof, and shall promptly remit the withheld amounts to the applicable Taxing Authority, provided however that the 104H Trustee shall provide written notice to the Requesting Holder at least fourteen (14) calendar days prior thereto, and the Requesting Holder may elect, prior to the lapse of such fourteen (14) calendar days' period, to pay the applicable withholding amounts in lieu of the sale of the Deposited Stock, provided further, that if the Requesting Holder does not deliver such payment until the lapse of such fourteen (14) calendar days' period, the 104H Trustee shall be entitled to sell such number of Deposited Stock in accordance with this Section 4.2. To the extent the 104H Trustee withholds any amounts, the 104H Trustee shall promptly provide the Requesting Holder with (i) confirmation of such withholding, and (ii) evidence regarding payment of such withheld amounts to the applicable governmental authority.
- 4.3. The Requesting Holder understands and acknowledges that he is familiar with the provisions of Section 104H of the Israel Tax Ordinance and the 104H Tax Ruling, and as such, he is obliged to pay to the ITA the taxes for the sale of at least 50% of the Deposited Stock, that has not been forfeited, within twenty-four (24) months of the signing date of the Share Purchase Agreement and the remaining 50% of the Deposited Stock, that has not been forfeited, within forty-eight (48) months of the signing date of the Share Purchase Agreement (each such period a "Selling Period"), and the Requesting Holder further understands and acknowledges that such payment may be due prior to the release of the Deferred Consideration Stock in accordance with the terms of the Deferred Consideration Agreement. The Requesting Holder understands and acknowledges that if the Requesting Holder does not sell the applicable percentage of the Deposited Stock within the relevant Selling Period (even if such sale is not possible due to any restrictions imposed on the Requesting Holder under this Agreement, the Share Purchase Agreement, the Escrow Agreement or the Lock-Up Agreement), the Requesting Holder is obliged to transfer the amount of the applicable tax liability as calculated by the 104H Trustee, within seven (7) Business Days from the end of the relevant Selling Period (including by way of instructing the 104H Trustee to use cash held by the 104H Trustee for the benefit of the Requesting Holder pursuant to Sections 10.1 and 10.2 below), and if such payment is not made, the 104H Trustee shall be entitled to sell such number of Deposited Stock as required to satisfy applicable withholding in accordance with the provisions of the Share Purchase Agreement, including Section 2.4(g) thereof, and shall promptly remit the withheld amounts to the applicable Taxing Authority, provided however that the 104H Trustee shall provide written notice to the Requesting Holder at least fourteen (14) calendar days prior thereto, and the Requesting Holder may elect, prior to the lapse of such fourteen (14) calendar days' period, to pay the applicable withholding amounts in lieu of the sale of the Deposited Stock, provided further, that if the Requesting Holder does not deliver such payment until the lapse of such fourteen (14) calendar days' period, the 104H Trustee shall be entitled to sell such number of Deposited Stock in accordance with this Section 4.3. To the extent the 104H Trustee withholds any amounts, the 104H Trustee shall promptly provide the Requesting Holder with (i) confirmation of such withholding, and (ii) evidence regarding payment of such withheld amounts to the applicable governmental authority.

5. Manner of Release.

The release of any portion of the Deposited Stock pursuant to this Agreement shall be effected as follows:

- 5.1. By deemed release of the Deposited Stock due to a forfeiture pursuant to a DC Forfeiture Notice under the Deferred Consideration Agreement, or pursuant to Escrow Forfeiture under the Escrow Agreement;
- 5.2. If a release is made to the Requesting Holder either pursuant to Section 4.1.2 or pursuant to Section 4.1.3, such release shall be effected in accordance with the written instructions of the Requesting Holder, which may either direct (subject to the 104H ruling) (i) the transfer of such shares to the name of the Requesting Holder or to the name of a third party, or (ii) the sale of such shares. Until such instructions are provided by the Requesting Holder, the Deposited Stock shall remain with the 104H Trustee as trustee under the 104H Tax Ruling. In connection with such transfer or sale upon instructions by the Requesting Holder, such instructions shall be provided in writing during customary business hours, and the 104H Trustee shall use its best efforts to process any request regarding a sale, transfer or other disposition of the Deposited Stock, or any part thereof, as soon as practicable thereafter.
- 5.3. If a release is made to any one of the Buyers pursuant to Section 4.1.3, such release shall be effected in accordance with the written instructions of such Buyer, which may either direct the transfer of such shares to the name of the Buyer or to the name of a third party.

6. Termination. This Agreement shall terminate upon the release by the 104H Trustee, in accordance with the provisions hereof, of the entire Deposited Stock, *provided* that the obligations of the Parties under Sections 7 through 19 of this Agreement shall survive any such termination and shall remain enforceable hereunder.

7. Matters Relating to the 104H Trustee.

- 7.1. The 104H Trustee undertakes to perform such duties as are expressly set forth herein and in accordance with the terms hereof. The 104H Trustee shall not be required to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from Buyers, the Company or the Requesting Holder or any person acting on their behalf. Unless otherwise determined in this Agreement, the 104H Trustee shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination, cancellation, or revision of this Agreement unless (i) such notice is in writing, signed by at least one of the Buyers and by the Requesting Holder, (ii) delivered to the 104H Trustee pursuant to Section 8, provided however that if the 104H Trustee's duties as an 104H Trustee hereunder are affected, the 104H Trustee prior written consent shall also be required to such waiver, modification, termination, cancelation or revision, which consent shall not be unreasonably withheld or delayed.

- 7.2. The 104H Trustee shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder and reasonably believed by it to be genuine and to have been signed and presented by the proper Party or Parties thereto. The 104H Trustee shall be under no duty to inquire into or investigate the validity or accuracy of any such document. In the event that the 104H Trustee is uncertain as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which, in its reasonable opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain, in its sole discretion, from taking any action, other than to retain possession of the Deposited Stock until the rights of all Parties shall have been fully and finally adjudicated, unless the 104H Trustee receives written instructions, signed by at least one of the Buyers and by the Requesting Holder, which eliminate such uncertainty or conflict.
- 7.3. To the extent reasonably necessary to perform its duties hereunder, the 104H Trustee may consult with outside legal counsel of its own choosing and the reasonable and documented out-of-pocket expense of such counsel shall be borne by the Buyers and the Company in equal parts, as to any matter relating to this Agreement, and the 104H Trustee shall not incur any liability for any action taken or omitted by it in good faith and in accordance with any advice from such counsel.
- 7.4. The 104H Trustee may resign and be discharged from its duties hereunder at any time by giving 30 days' prior written notice of such resignation to the Buyers and the Requesting Holder; *provided* that such resignation shall not be effective unless and until a successor trustee shall have been appointed and shall have accepted such appointment in writing in a form reasonably satisfactory to at least one of the Buyers and to the Requesting Holder (and if required to preserve the tax status of the Deposited Stock, the ITA has approved such resignation and successor trustee). Buyers and the Requesting Holder may remove the 104H Trustee at any time, with or without cause, by giving 30 days' prior joint written notice (which may be executed in counterparts) to the 104H Trustee, which notice will designate the effective date of such removal, which date may be with immediate effect, subject to any required tax approval. Upon such notice, a successor trustee shall be appointed jointly by the Buyers and the Requesting Holder, who shall provide written notice thereof to the 104H Trustee being replaced. Such successor trustee shall become the trustee hereunder upon the resignation or removal date specified in such notice. If the Buyers and the Requesting Holder are unable to agree upon a successor trustee within 30 days after such notice, the 104H Trustee may, in its sole discretion, petition any court of competent jurisdiction for the appointment of a successor trustee or for other appropriate relief. Upon receipt of the written acceptance of its appointment from the successor trustee, the 104H Trustee shall deliver the Deposited Stock then held hereunder to the successor trustee. Upon its resignation and delivery of the Deposited Stock as set forth in this [Section 7.4](#), the 104H Trustee shall be discharged of and from any and all further obligations arising in connection with the Deposited Stock or this Agreement.
- 7.5. The 104H Trustee shall be entitled to payment of the service fees set forth in [Exhibit E](#) attached hereto, which fees and expenses shall be borne by the Buyers and the Company, in equal parts.
- 7.6. Buyers and the Company shall indemnify the 104H Trustee for, and hold it harmless against, any loss, liability or reasonable expense directly incurred by the 104H Trustee arising out of the carrying out of its duties hereunder, other than as incurred by reason of the 104H Trustee's bad faith, material breach of this Agreement, gross negligence, fraud or willful misconduct. In no case shall Buyers and the Company be liable with respect to any claim brought by any third party against the 104H Trustee unless the 104H Trustee shall have notified the Buyers and the Company in writing (in accordance with the notice provisions set forth herein) of the assertion of a claim against the 104H Trustee or of any action commenced against it, promptly after the 104H Trustee shall have received notice of any such assertion of a claim or been served with the summons or other first legal process giving information as to the nature and basis of the claim. The 104H Trustee agrees that it shall not settle any litigation in connection with any claim or liability with respect to which it may seek indemnification from Buyers and the Company without the prior written consent of Buyers and the Company.

- 7.7. In performing any duties under this Agreement, the 104H Trustee shall not be liable to any party for damages, losses or expenses, except to the extent that a court of competent jurisdiction finally determines that the 104H Trustee's bad faith, material breach of this Agreement, gross negligence, fraud or willful misconduct was the cause of a loss. The 104H Trustee shall not incur any liability hereunder for delays or failures in performance resulting from acts of God, fire, floods, strikes or other disasters reasonably beyond its control, *provided* that if any such inability to perform on the part of the 104H Trustee continues for a period of seven (7) days or more, then the Buyers and the Requesting Holder may terminate this Agreement by a joint written notice to the 104H Trustee, with immediate effect upon the appointment of a successor trustee in accordance with the terms hereof. Unless terminated by Buyers and the Requesting Holder due to the 104H Trustee's inability to perform for such seven (7) day period, the 104H Trustee's performance under this Agreement shall resume when the 104H Trustee is able to substantially perform its obligations hereunder.
- 7.8. The Requesting Holder acknowledges and agrees that there may be circumstances in which they are unable to submit trading instructions, or that the response time to instructions may be delayed. The Requesting Holder hereby irrevocably waives any and all claims, demands, or actions against the 104H Trustee related to the inability to submit trading instructions, any delays in the response time of the platform, or any failures described in this clause. The Requesting Holder further acknowledges that the ability to provide instructions may depend on factors beyond the control of the 104H Trustee, and the Requesting Holder accepts full responsibility for any damages, losses, or expenses, including loss of opportunity, arising as described above.
- 7.9. Notwithstanding anything in this Agreement to the contrary, in no event shall any Party hereto be liable to any other party pursuant to this Agreement for any special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if such Party has been advised of the likelihood of such loss or damage and regardless of the form of action. For the avoidance of any doubt, nothing herein shall be construed to limit or restrict any right or remedy of any of the Parties under the Share Purchase Agreement.
- 7.10. The 104H Trustee shall provide the ITA with any written declaration, confirmation, obligation or other form of written consent, as may be required by the ITA, confirming the 104H Trustee's undertaking to abide by, and fulfill, the instructions and provisions of the 104H Tax Ruling, within the timeframes set by the ITA. The 104H Trustee shall follow the instructions of the 104H Tax Ruling and any applicable Law, including with respect to the submission of reports to the ITA.
- 7.11. The 104H Trustee shall act in its capacity as a trustee solely in accordance with the terms of this Agreement.

8. Notices. All reports, notices and other communications required or permitted hereunder shall be in writing (unless otherwise provided herein) and shall be deemed given (a) when delivered in person, (b) when transmitted by electronic mail (in which case effectiveness shall be, (i) upon confirmation of receipt (excluding out-of-office or other similar automated replies) or (ii) in the event that confirmation of receipt is not delivered, if such electronic mail is sent prior to 5:00 p.m. Pacific Time on a Business Day, on such Business Day, and if such electronic mail is sent on or after 5:00 p.m. Pacific Time on a Business Day or sent not on a Business Day, the next Business Day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), in each case, addressed as follows:

If to Buyers or the Company, to:

Mobileye Vision Technologies Ltd.
1 Shlomo (Momo) Halevi St.
Jerusalem, Israel
Tel: +972-2-541-7333
Attn: Liz Cohen-Yerushalmi; Jesse Infeld
Email: liz.cohenyerushalmi@mobileye.com; jesse.infeld@mobileye.com

Mobileye Global Inc.
1 Shlomo (Momo) Halevi St.
Jerusalem, Israel
Tel: +972-2-541-7333
Attn: Liz Cohen-Yerushalmi; Jesse Infeld
Email: liz.cohenyerushalmi@mobileye.com; jesse.infeld@mobileye.com

with a copy (which shall not constitute notice) to:

Erdinast, Ben Nathan, Toledano & Co.
Museum Tower, 4 Berkowitz St.
Tel Aviv 6423806, Israel
Attention: Doni Toledano, Nitzan Aberbach
Email: donit@ebnlaw.co.il; nitzana@ebnlaw.co.il

If to the 104H Trustee:

IBI Trust Management
Ehad Ha'am 9, Tel Aviv (Shalom Tower)
Attention: Mr. Tzvika Bernstein. | Ms. Keren Talmor
Telephone No.: +972 506 209 410 | +972 542 327 686
Facsimile No.: +972 3 519 0341 (att: Tzvika)
E- Mail: Tzvika@102trust.com | Keren_T@IBI.co.il

If to the Requesting Holder:

In accordance with the details included in the signature page.

9. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel (without regard to laws regarding choice of laws or conflict of any laws) and shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of the parties hereto. Any dispute arising out of or in connection with this Agreement shall be solely resolved by the competent courts in Tel-Aviv, Israel, which shall have exclusive jurisdiction with respect to any claim arising in connection with this Agreement.

10. Dividends & Distributions, Investments, Notifications & Voting.

- 10.1. Dividends and Distributions. In the event that the 104H Trustee receives, as the record holder of the Deposited Stock or otherwise, any dividends or other distributions in cash or in kind, on account of the Deposited Stock (“Distributions”), it shall provide notice thereof to the Requesting Holder, and hold such Distributions in trust, as part of the Deposited Stock and treat them in accordance with the 104H Tax Ruling and this Agreement, and withhold the applicable tax upon receipt of such Distributions (if any). Such Distributions shall be paid to the Requesting Holder upon and together with the release of the Deposited Stock on account of which they were distributed. Such dividends shall be forfeited upon forfeiture of the underlying shares .
- 10.2. Investment. The 104H Trustee shall place the Distributions, that are cash Distributions, in a U.S. Dollar interest bearing deposit account with funds available for withdrawal on a weekly or monthly basis as may be instructed by a joint written instruction signed by the Requesting Holder from time to time (and if no instruction is given, funds shall be available for withdrawal on a weekly basis). All interest and other income earned on such funds shall be added to and shall become part of the Deposited Stock. The interest rate accrued on funds held in such Dollar interest bearing deposit account shall be determined based on the adjusted interest rate published by one of the four largest banks in Israel, in accordance with the asset holding policy of Israel Brokerage and Investment I.B.I Ltd. For the avoidance of doubt, the 104H Trustee shall not be responsible for any fluctuations in interest rates, any changes in the selected bank’s published rates, or any differences between the accrued interest and alternative market rates. The 104H Trustee assumes no liability for any claims or demands related to the interest earned on such Distributions.
- 10.3. Notifications. The 104H Trustee shall deliver to the Requesting Holder copies of any notice or other information or materials received by it with respect to the Deposited Stock or in its capacity as the holder thereof, within a reasonable time from receipt.
- 10.4. Voting. During the period that any Deposited Stock is held by the 104H Trustee hereunder, the voting rights with respect to such Deposited Stock shall not be exercised. No Requesting Holder shall direct the voting of any Deposited Stock held on such Requesting Holder’s behalf until such Deposited Stock has been released to such Requesting Holder in accordance with this Agreement.
11. Entire Agreement. Except as among the Buyers, the Company and the Requesting Holder with respect to the Share Purchase Agreement and the Related Agreements, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, relating thereto.
12. Assignment. This Agreement and the rights and obligations hereunder of the Parties hereto may not be assigned without the prior written consent of the other Parties hereto. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit any of the Buyers from merging the Company with and into any of the Buyers or any of its affiliates or assigning any of the rights hereunder to any of the Buyers’ direct or indirect Subsidiary, provided that such applicable merging Buyer remains liable, jointly and severally with such assignee, for the obligations contained herein, and further provided that prior to consummating such assignment the applicable merging Buyer shall give written notice of such assignment to the Requesting Holder and the 104H Trustee and a copy of an executed obligation of the merging Buyer and such assignee to be jointly and severally liable hereunder. This Agreement shall be binding upon and inure to the benefit of each party’s respective successors and permitted assigns. This Agreement is intended to be for the sole benefit of the Parties hereto and, subject to the provisions of this Section 12, their respective successors and permitted assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third Person.

13. Amendments. This Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the Parties hereto, in which case any such amendment, supplement or modification will be binding upon all Parties hereto.
14. Severability. If any term or other provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid, illegal, or otherwise incapable of being enforced by any applicable Law, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto agree to replace such invalid, illegal or unenforceable provision of this Agreement with a valid, legal and enforceable provision that will achieve, to the greatest extent possible, the legal, economic, and other purposes of such void or unenforceable provision.
15. Remedies. Any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.
16. Specific Performance. The Parties hereto acknowledge and agree that the breach of this Agreement would cause irreparable damage to the Parties and that the Parties may not have an adequate remedy at law. Therefore, the obligations of the Parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith without the applicant being required to post any bond.
17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same instrument, it being understood that all Parties need not sign the same counterpart. The exchange of an executed Agreement (in counterparts or otherwise) by electronic delivery in .pdf format or the like shall be sufficient to bind the Parties to the terms and conditions of this Agreement, as an original.
18. Authorized Persons. For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the 104H Trustee may conclusively rely upon such instructions or directions to the extent they are, delivered and executed by (i) with respect to Buyers - the representatives of the Buyers designated on Exhibit F attached hereto and made a part hereof (each such representative, an "Authorized Person") and (ii) with respect to the Requesting Holder, solely the Requesting Holder.
19. Buyers' Consent. Any requirement under this Agreement to obtain the Buyers' consent or to provide notice to the Buyers shall be deemed satisfied if the consent of, or notice from or to, MBLY Vision, has been duly obtained or given, as applicable.
20. Confidentiality. The 104H Trustee shall, both during the term of this Agreement and thereafter, hold any confidential information of other Parties hereto in strict confidence and will not disclose or make such information available in any form to any third party or use such information for any purposes other than the implementation of this Agreement. This confidentiality obligation shall not include: (i) information which is publicly known or becomes publicly known without a breach of the confidentiality obligation by the 104H Trustee hereunder, and (ii) information which is strictly required by applicable Law to be disclosed by the 104H Trustee (but only the specific portion legally required and to the extent such disclosure is required, and provided that the 104H Trustee first notifies the Parties hereto so that they may seek an appropriate protective order or other remedy to prevent or limit such disclosure).
21. Conflict with Share Purchase Agreement. As between the Buyers and the Requesting Holders, if any term of this Agreement conflicts in any way with any term of the Share Purchase Agreement, then the term of the Share Purchase Agreement shall prevail, in each case to the extent permitted under applicable Law and the 104H Tax Ruling.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this 104H Trust and Deferred Consideration Trust Agreement to be duly executed as of the date first written above.

BUYERS:

Mobileye Vision Technologies Ltd.

By: /s/ Safroadu Yeboah-Amankwah

Name: Safroadu Yeboah-Amankwah

Title: Authorized Signatory

By: /s/ Nimrod Nehushtan

Name: Nimrod Nehushtan

Title: EVP Business Development and Strategy

Mobileye Global Inc.

By: /s/ Safroadu Yeboah-Amankwah

Name: Safroadu Yeboah-Amankwah

Title: Chair of the Board of Directors

By: /s/ Nimrod Nehushtan

Name: Nimrod Nehushtan

Title: EVP Business Development and Strategy

[SIGNATURE PAGE TO 104H AND DEFERRED CONSIDERATION TRUST AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this 104H Trust and Deferred Consideration Trust Agreement to be duly executed as of the date first written above.

104H TRUSTEE:

IBI TRUST MANAGEMENT

By: /s/ Sarit Foox

Name: Sarit Foox

Title: Deputy managing director

[SIGNATURE PAGE TO 104H AND DEFERRED CONSIDERATION TRUST AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this 104H Trust and Deferred Consideration Trust Agreement to be duly executed as of the date first written above.

REQUESTING HOLDER

Prof. Amnon Shashua

By: /s/ Prof. Amnon Shashua

Name: Prof. Amnon Shashua

Title: Director

Address:

Tavor 26, Mevaseret Zion, Israel

With a copy (which shall not constitute notice) to:

Rani Atar

62 Sokolv St.

Ramat Hasharon, Israel

Email: rani@attar.co.il

Shibolet & Co.

Tou Towers, 4 Yitzhak Sadeh St.

Tel Aviv 6777504, Israel

Tel: +972-3-307-5000

Attention: Limor Peled, Tom Small

Email: l.peled@shibolet.com, t.small@shibolet.com

[SIGNATURE PAGE TO 104H AND DEFERRED CONSIDERATION TRUST AGREEMENT]

Exhibit A

Share Purchase Agreement

[Attached Separately]

Exhibit B

104H Tax Ruling

[Attached Separate[y].]

Exhibit C

Deferred Consideration Agreement

[Attached Separately]

Exhibit D

Lock-Up Agreement

[Attached Separately]

Exhibit E

104H Trustee Fees

A fee, to be paid upon the execution of this Agreement, as follows:

104H trust services– Up to 3 Shareholders - US\$8,000¹ + VAT (i.e. a total of: US\$9,440)

104H trust services - Each additional Shareholder - US\$500+ VAT (i.e. a total of: US\$590)

Commission Upon Wire:

To be paid by _____ the Requesting Holder as follows:

Trustee Commission: In case of sale of Shares through IBI Sale Fee 0.1%

US Broker Commission In case of sale of Shares through IBI \$0.03 per share

In case of Share transfer \$200 per transfer

USD cash Transfer Commission: US\$25 per each wire.

NIS cash Transfer Commission: NIS 20 per each wire.

Cash Distribution management – \$100 per distribution

By paying the foregoing fee, the Parties are exempted from all fixed and variable costs related to the opening and maintenance of the account.

FX – 3 per-mills benefit on the banking transfer and checks exchange rate at actual conversion.

¹ Since the funds are managed in the transaction Accounts, the Paying Agent, I.B.I. Group (Israel Brokerage and Investment I.B.I. Ltd. I.B.I. Capital Ltd. etc.), may receive certain benefits in connection with managing the transaction Accounts.

Exhibit F

Buyers' Authorized Persons

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Contact Number</u>	<u>Email Address</u>
Moran Shemesh Rojansky	Chief Financial Officer	/s/ Moran Shemesh Rojansky	+972-2-541-7333	moran.shemesh@mobileye.com
Liz Cohen-Yerushalmi	Chief Legal Officer and General Counsel	/s/ Liz Cohen- Yerushalmi	+972-2-541-7333	liz.cohenyerushalmi@mobileye.com
