

# U.S. CPM Separation Program Package

Please keep this packet for your reference, it contains important information that you will need.

These materials are dated and subject to change.

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#### **U.S. CPM SEPARATION PROGRAM OVERVIEW**

This employee package contains critical information about Intel's Corporate People Movement Separation Program, the benefits available to you, and helpful resources and tools. Please review the entire packet including the Frequently Asked Questions (FAQ) section. If after reviewing all of this information, you have questions or need clarification on certain points, contact <u>AskHR</u> or call 1-800-238-0486.

You remain an Intel employee during the transition period. Any information not included in this package is governed by existing Intel policies and guidelines.

#### **Key Definitions**

#### **Transition Period**

Employees have a transition period before they exit the company. This transition time allows you to work with your manager to wrap up your current work. Employees will not have a Redeployment Period but will receive pay in lieu of time in Redeployment.

#### Separation and Release Agreement (SARA)

In order to receive some of the U.S. Separation Benefits, you are required to sign (and not revoke, where applicable) a Separation and Release Agreement (Agreement).

The Agreement states that in exchange for those benefits subject to the Agreement, you agree to release Intel from any claims arising out of your employment with Intel. Please read the Agreement carefully when you receive it, as it means you are giving up certain rights in exchange for the valuable benefits that Intel is not required to offer.

#### **U.S. SEPARATION BENEFITS - CPM Separation Program**

Benefit	Amount	Signed Separation & Release Agreement
Separation Pay	4 weeks of pay $+$ 1.5 weeks of pay for each full year of service.  Not to exceed 47 weeks of separation pay <sup>1</sup>	Required
Pay in lieu of time in Redeployment	9 weeks <sup>1</sup>	Not required
APB Payment	For non-retirement eligible employees who terminate in Q2-Q4, APB prorated based on the number of months worked within the calendar year	Required <sup>2</sup>
Healthcare Benefit <sup>3</sup>		
Transition Services	6 months	Not Required

<sup>&</sup>lt;sup>1</sup>For Separation Pay, one week of pay is equal to base pay plus any applicable differentials plus 50% commission target divided by 52. For pay in lieu of time in redeployment, one week of pay is equal to base pay plus any applicable differentials plus 50% commission target divided by 52, plus applicable weekly overtime for Compressed Work Week. Refer to FAQs below for calculation of years of service.

NOTE: All cash payments are subject to applicable taxes and withholdings; Intel-paid COBRA premiums are generally not taxable, subject to the IRS nondiscrimination rules; Healthcare cash payout is tax-protected, payout is based on current Intel healthcare benefit enrollment.

<sup>&</sup>lt;sup>2</sup>Retirement eligible employees are not required to sign the Separation and Release Agreement for the APB Payment and the APB payment is as described in the Pay, Stock and Benefits Handbook Chapter 16.

<sup>&</sup>lt;sup>3</sup>To receive the Healthcare Benefit (12 months Intel-paid COBRA or healthcare cash payout in lieu of 12 months Intel-paid COBRA), you and your eligible dependent(s) must be enrolled in the Intel Group Health Plan the day before termination.

<sup>&</sup>lt;sup>3</sup>Age determined as of termination date.

<sup>&</sup>lt;sup>4</sup>Up to 12 months Intel-paid COBRA premiums provided for Intel medical, dental and vision benefits; employees below age 64 will be automatically enrolled in COBRA; Refer to FAQs below for opt-out instructions and additional details.

#### **U.S. SEPARATION BENEFITS - Enhanced Retirement**

Benefit	Amount	Signed Separation & Release Agreement
Separation Pay	4 weeks of pay $+$ 1.5 weeks of pay for each full year of service.  Not to exceed 47 weeks of separation pay <sup>1</sup>	Required
Pay in lieu of time in Redeployment	9 weeks <sup>1</sup>	Not Required
Additional Separation Bonus	8 weeks <sup>1</sup>	Required
Capstone Bonus Eligibility: Non-Exempt - Grade 6	\$10,000	Required
APB Payment	APB prorated based on the number of months worked within the calendar year	Not Required <sup>2</sup>
Healthcare Benefit <sup>3</sup>	Below age 63.5 <sup>4</sup> :  18 months of Intel-paid COBRA premiums <sup>5</sup> Employees below age 63.5 <sup>4</sup> with:  • a spouse or domestic partner age 63.5 <sup>4</sup> and above OR  • a spouse or domestic partner below age 63.5 <sup>4</sup> and entitled to Medicare due to receiving Social Security Disability Insurance (SSDI)  will receive a \$15,000 healthcare cash payout in addition to 18 months of Intel-paid COBRA premiums <sup>5</sup> .  NOTE: Employees with a spouse or domestic partner below age 63.5 <sup>4</sup> and entitled to Medicare due to receiving SSDI must contact Workforce Transition Services to initiate the healthcare cash payout.  Age 63.5 <sup>4</sup> and above or below age 63.5 <sup>4</sup> and entitled to Medicare due to receiving Social Security Disability  Insurance (SSDI):  Healthcare cash payout as follows:  Employee only  Employee + 1 dependent \$30,000  Employee + 2 dependents \$45,000  Employee + 3 or more dependents \$52,500	
Healthcare Bonus	\$20,000	Required
External Career Transition Services	6 months	Not Required

<sup>&</sup>lt;sup>1</sup>For Separation Pay, one week of pay is equal to base pay plus any applicable differentials plus 50% commission target divided by 52. For pay in lieu of time in redeployment, one week of pay is equal to base pay plus any applicable differentials plus 50% commission target divided by 52, plus applicable weekly overtime for Compressed Work Week. Refer to FAQs below for calculation of years of service.

<sup>&</sup>lt;sup>2</sup>Retirement eligible employees are not required to sign the Separation and Release Agreement for the APB Payment and the APB payment is as described in the Pay, Stock and Benefits Handbook Chapter 16.

<sup>&</sup>lt;sup>3</sup>To receive the Healthcare Benefit (18 months Intel-paid COBRA or healthcare cash payout in lieu of 18 months Intel-paid COBRA), you and your eligible dependent(s) must be enrolled in the Intel Group Health Plan the day before termination.

<sup>&</sup>lt;sup>4</sup>Age determined as of termination date.

 $^5$ Up to 18 months Intel-paid COBRA premiums provided for Intel medical, dental and vision benefits; employees will be automatically enrolled in COBRA; Refer to Enhanced Retirement FAQs below for opt-out instructions and additional details.

NOTE: All cash payments and bonuses (including Healthcare Bonus of \$20,000) are subject to applicable taxes and withholdings; Intel-paid COBRA premiums are generally not taxable, subject to the IRS nondiscrimination rules; Healthcare cash payout is tax-protected, payout is based on current Intel healthcare benefit enrollment.

#### **EXTERNAL CAREER TRANSITION SERVICES**

As part of your benefits package from Intel, Lee Hecht Harrison (LHH) career services are available to you. You are eligible and may access your services through LHH starting one week after notification but no later than 90 days after separation from Intel. You must begin your career services with LHH within 90 days of your last day of employment at Intel or the services will be forfeited. Whether you are looking internally or externally for your next role, LHH is available to support you for the best possible outcome.

A dedicated personal career coach is available to work with you to launch an effective external job search, and help you interview, manage your online presence, negotiate offers and more. LHH's personal branding team can assist you in writing your resume and LinkedIn profile, highlighting the right skills and keywords that will get you noticed by hiring managers. They will also create a profile for you on the digital talent exchange which is accessed by over thousands of employers and recruiters daily. As soon as you register with LHH you will begin receiving job leads that target your interests moving forward, including access to unpublished opportunities that fit your unique career goals. LHH will help you find opportunities and actively promote you for those that fit your goals ensuring you can more easily navigate the job market. Additionally, you will have access to over 13,000 LinkedIn learning courses to help you gain new skills, stay sharp, and move your career ahead. You will also have access to flexible workspace that includes administrative support, office supplies and amenities so you can focus on your job search.

Whether you wish to find another role similar to the one you've held, change focus, start a business, go back to school or other options, LHH can support your specific needs.

#### **How to initiate Career Transition Services with LHH:**

• Call: 1-888-224-4120

Email: <a href="mailto:careerservices@lhh.com">careerservices@lhh.com</a>
 Text: "Careers" to 315.646.5447
 Register at: <a href="https://register.lhh.com/">https://register.lhh.com/</a>

SCAN QR code



#### FREQUENTLY ASKED QUESTIONS (FAQS)

The information in this FAQ section describes only a portion of your benefits and is not intended to take the place of or change official Severance Plan (the "Plan") documents. In the event of any discrepancy between the information in this FAQ and the official Plan documents, the Plan documents will prevail. A copy of the Severance Plan Summary Plan Description follows these FAQ's.

If you have additional questions that have not been addressed in this section, contact <u>AskHR</u> or call at 1-800-238-0486. You may also refer to the links below for additional information.

#### 1. Transition Period/General Questions

#### 1.1 What is the Transition Period?

The transition period is the time for you to work with your manager to wrap up your current work or transition it as required to other ownership. It begins upon notification.

## 1.2 I'm a Non-Exempt employee. Do I continue to submit timecards during the Transition Period?

Yes. Each week you must access and save your timecard in Workday.

**1.3 I have plans to take my sabbatical soon. Can I take it and then leave Intel?**No. If you have scheduled your sabbatical in the <u>Sabbatical Scheduler</u>, please cancel it. Your sabbatical will be paid out at termination as described in the <u>Pay, Stock and Benefits Handbook Chapter 13: Paid Time Off.</u>

## 1.4 I have a planned vacation in the next few weeks. Can I extend my Transition Period?

No. You cannot extend your transition period due to vacation, sabbatical, or other time off. However, with your manager's approval, you can take paid vacation during the transition period. Earned unused vacation is paid out in your final paycheck if you are a nonexempt employee, or an exempt employee who works in a state where payout is required by law.

## 1.5 During the Transition Period, will I receive an Insights assessment, participate in the annual Rewards process, or need to create new OKRs? No.

#### 1.6 Who do I contact for questions about my Visa status?

Please contact Fragomen at <a href="mailto:intelrft@fragomen.com">intelrft@fragomen.com</a>.

## 1.7 Can I be terminated during the Transition Period because of misconduct or performance problems?

Yes. During the transition period you are **subject to all Intel policies and guidelines**, **including the Code of Conduct and Employment Guidelines**. Engaging in conduct or activities that violate the Code of Conduct, Employment Guidelines, or other Intel policies, including failing to advise Intel that you have obtained an external full-time job or consulting role, could result in immediate termination of your employment and loss of eligibility for the benefits outlined in the US CPM Separation Program Package.

## 1.8 I have accepted an external position with another company. What steps do I need to take?

Notify your manager upon your acceptance of an external position. Your manager should contact your HR representative to ensure your termination date is updated.

**1.9 Can I leave Intel before my termination date?** Yes, however if you leave Intel before your termination date you will not receive any additional pay in lieu of the remaining redeployment period.

#### 2. Separation Package Questions

(NOTE: See FAQs specific to Enhanced Retirement are in Section 6)

#### General:

#### 2.1 What is included in the Separation Package?

For a list of benefits and eligibility requirements, please refer to the U.S. Separation Benefits section of this document.

#### 2.2 Can I retire from Intel if I've received a Separation Package?

If you meet the requirements to retire under the <u>U.S. retirement eligibility rules</u> (Section 18.9.2) you may retire from Intel and be eligible to receive <u>Intel's retirement benefits</u>, consistent with the terms of the program as well as the benefits outlined in the US Separation Benefits Enhanced Retirement section of this package.

#### **Separation Pay:**

#### 2.3 How is Separation Pay calculated?

Separation Pay is equal to 4 weeks of pay plus 1.5 weeks of pay for every <u>full</u> year of service. 1 week of pay is equal to base pay plus any applicable differentials plus 50% commission target divided by 52. The total Separation Pay must not exceed 47 weeks. If you have been employed less than 1 year of service, you will receive 4 weeks of Severance Pay. Your Continuous Service Date in Workday will be used to determine your length of service.

If you previously left Intel and did not receive a severance package, your time will be bridged (based on prior employee classification and eligibility) to include your prior service if you were rehired within two years of your termination date.

If you previously left Intel, and received a severance package, and were rehired within two years of your previous termination date, but after one year of your previous termination date, your time will be bridged (based on prior employee classification and eligibility) to include your prior service.

If you previously left Intel, and received a severance package, and were rehired within one year of your previous termination date and paid back the required amount of your previous severance package, your time will be bridged (based on prior employee classification and eligibility) to include your prior service.

If your most recent hire date is due to an acquisition, your length of service will depend on the acquisition agreement.

#### 2.4 What is included in a "week of pay" when calculating Separation Pay?

• For non-commissioned employees, one week of pay equals (base pay + any applicable differentials) divided by 52.

• For commissioned sales employees, one week of pay equals (base pay + any applicable differential + 50% commission target) divided by 52.

## 2.5 What is included in a "week of pay" when calculating Pay in lieu of time in Redeployment?

- For non-commissioned employees, one week of pay equals (base pay + any applicable differentials) divided by 52, plus applicable weekly overtime for Compressed Work Week.
- For commissioned sales employees, one week of pay equals (base pay + any applicable differential + 50% commission target) divided by 52.

#### 2.6 How will Separation Pay be calculated if I am a part-time employee?

You are eligible to receive prorated Separation Pay based on your part-time status reflected in Workday.

## 2.7 Does internship time count toward the length of service calculation for Separation Pay?

Yes. Internship time will count toward the length of service calculation provided you were hired at Intel into a regular full-time or part-time position within two years of your internship assignment.

## 2.8 Does Intel Contract Employee (ICE) time count toward the length of service calculation for Separation Pay?

No.

#### 2.9 How will Separation Pay be taxed?

Separation Pay is subject to applicable taxes and withholdings and will be taxed at the supplemental tax rate. Refer to <u>Tax Rates and Information</u>.

#### 2.10 When will I receive my Separation Pay payment?

Separation pay will generally be paid within two payroll cycles on or after your termination date contingent on signing and not revoking (where applicable) the Separation and Release Agreement (SARA). Please refer to the Intel Corporation Severance Plan Summary Plan Description below for more information. Employees eligible for Enhanced Retirement may receive additional payments in a separate payroll cycle.

#### **APB Payment:**

#### 2.11 How is the APB Payment calculated?

- Non-retirement eligible employees who terminate in Q2-Q4 may be eligible to receive an APB Payment prorated based on the number of months worked within the calendar year. For example, employees who terminate any time in September will receive 9/12ths of the APB payment. The individual portion of the prorated APB will be paid at 100%. Employees who terminate in Q1 will not receive a prorated APB and will only receive an APB payment for the previous year.
- For employees who are not retirement eligible, receipt of the prorated APB payment is contingent on signing and not revoking (where applicable) the Separation and Release Agreement.
- Employees who are retirement eligible are not required to sign the Separation and Release Agreement to receive the prorated APB Payment as described in <a href="Pay">Pay</a>, Stock and Benefits Handbook Chapter 16: Pay and Bonuses.
- APB payout will occur in the year after termination no later than March 15th of the calendar year following termination.

#### 2.12 How will the APB Payment be taxed?

APB Payment is subject to applicable taxes and withholdings and will be taxed at the supplemental tax rate. Refer to Tax Rates and Information.

#### 2.13 When will I receive my APB Payment?

It is paid no later than March 15th of the calendar year following termination.

#### **Healthcare: Intel-Paid COBRA Premium:**

#### 2.14 What is COBRA?

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) is a federal law that enables you and your enrolled dependents to continue healthcare coverage in the event that you or they lose coverage as the result of certain qualifying events such as termination of employment.

#### 2.15 What does the Intel-paid COBRA premium cover?

The Intel-paid COBRA premium covers the medical, dental, vision plans you are participating in at the time of separation.

## 2.16 Do I need to enroll in COBRA to access the Intel-paid COBRA healthcare (medical, dental and/or vision) premiums?

Eligible employees will be automatically enrolled in COBRA with the Intel-paid COBRA. Automatic enrollment will provide you and your eligible covered dependents with the medical, dental, and/or vision coverage that you had as an active employee.

COBRA election materials will be mailed to you from the Intel Health Benefits Center, typically 2-3 weeks after your last day of employment. Please read the COBRA materials to understand your COBRA benefits. You do not need to take action to elect medical, dental, and or vision and you will not be required to make premium payments for these benefits during the first 12 months of COBRA coverage.

During the first 12 months you will receive a monthly invoice showing no premium payment is due for COBRA coverage. After the COBRA subsidy ends, you will continue to receive a monthly invoice updated with the amount due to continue COBRA coverage.

If you are age 64 and above or Medicare eligible, you will receive the Healthcare cash payout in lieu of Intel-paid COBRA premiums – you will **not** automatically be enrolled in COBRA.

## 2.17 When does my Intel active healthcare coverage (medical, dental, and/or vision) end?

Your medical, dental, and vision coverage ends on the last day of the month during which your employment with Intel ends.

#### 2.18 When does COBRA begin?

COBRA coverage is effective the day after your active coverage ends. You will not experience a gap in healthcare coverage.

#### 2.19 How do I opt out of automatic enrollment in COBRA?

If you do not wish to be enrolled in COBRA coverage you will need to contact the Intel Health Benefits Center at (877) 466-9236 to opt out.

## 2.20 Can I choose to receive the healthcare cash payout option in lieu of the Intelpaid COBRA premium benefit?

No. The healthcare cash payout is only available for individuals eligible or will become eligible for Medicare (generally those age 65 and over) within the 12 months following separation via CPM Separation Program or 18 months following separation with Enhanced Retirement benefits. COBRA coverage is of minimal value to Medicare-eligible individuals who are no longer active employees. The healthcare cash payout is meant to provide a similar benefit as the Intel-paid COBRA premium.

#### 2.21 Does the Intel-paid COBRA premium cover my Health FSA?

No. Once you terminate employment with Intel, your pre-tax Health FSA contributions cease. If you are enrolled in Health FSA on the day prior to your termination, then you will have the opportunity to elect Health FSA via COBRA for the remainder of the year. To elect to continue your Health FSA, please reference the COBRA election materials. For additional information on Health FSAs following termination, please reference:

- Pay, Stock and Benefits Handbook Chapter 8: Flexible Spending Accounts
- Pay, Stock and Benefits Handbook Chapter 11: COBRA Continuation Coverage.

#### 2.22 Should I participate in Annual Enrollment?

Yes. As an employee of Intel, you should review your benefit elections for the coming year and decide what is best for you. If you are actively employed during Annual Enrollment and your employment ends prior to the end of the year and you are automatically enrolled in COBRA, any changes made to your medical, dental or vision elections will be applied to your COBRA coverage effective Jan. 1. If you do not want changes made to your active elections during Annual Enrollment to be applied to your COBRA coverage for the following year, contact the Intel Health Benefits Center (877-466-9236) before Dec 31.

#### 2.23 Am I eligible to change plans at Annual Enrollment?

COBRA participants have the same rights as active participants to change their COBRA elections at Annual Enrollment and upon a qualified change-in-status event. For additional information on change-in-status events, see <a href="Pay, Stock and Benefits Handbook Chapter 5">Pay, Stock and Benefits Handbook Chapter 5</a>: Health and Insurance Benefits Enrollment.

**2.24** What happens to my annual calendar year accumulators (i.e., year to date payments towards your deductible and out of pocket max) if I elect COBRA? As long as you are enrolled in a COBRA plan that matches your active plan enrollment, your annual calendar year accumulators will continue. For additional information please reference: Pay, Stock and Benefits Handbook Chapter 6: Medical and Vision Plans

#### 2.25 What happens after my Intel-Paid COBRA premium is exhausted?

You may continue your COBRA coverage at your cost through the end of your maximum COBRA coverage period, generally 18 months. You will be billed at the regular COBRA rates after your Intel-paid COBRA premium has been exhausted.

## 2.26 Can I enroll in another employer group health plan after my 12 months of Intel-Paid COBRA premium is exhausted?

The end of your 12 months of Intel-paid COBRA period is not the end of your maximum COBRA coverage period. If your Intel-paid COBRA will end during 2025 and you plan to enroll in another employer group health plan or one of Intel's plans as a dependent of an active Intel employee, you should do so during annual enrollment or you may be required to wait until either the end of your maximum COBRA coverage period or the next annual enrollment.

2.27 What happens to my pre-tax contributions into my HSA when I elect COBRA?

Your HSA is your own account. Once you terminate employment with Intel, you will no longer have payroll contributions from Intel to your HSA. However, you can make after-tax contributions if you continue to be enrolled in a qualified high deduction health plan. You can continue to use your HSA dollars on qualified expenses. For questions regarding your HSA, contact the Fidelity Service Center, the Intel HSA administrator at 1-800-401-7377.

## 2.28 What happens if I am Medicare-eligible and I waived my Medicare enrollment while I was working?

It is **critical** that you enroll in Medicare in a timely manner to avoid additional out of pocket costs and a Medicare premium penalty. Generally, your COBRA plan benefits are *reduced* in coordination with Medicare even if you are not enrolled in Medicare. This means that if you do not enroll in Medicare, you will be responsible for the portion Medicare would have paid if you were enrolled. Also, COBRA is not considered an active employer group health plan. Accordingly, if you delay enrollment in Medicare due to your enrollment in COBRA coverage, you will experience a Medicare premium penalty and possibly increased costs for healthcare.

For additional information, please reference:

- Medicare & Your Intel Group Health Plan Benefits
- Pay, Stock and Benefits Handbook Chapter 11: COBRA Continuation Coverage

## 2.29 I am 65/Medicare Eligible, what do I need to do regarding Medicare enrollment?

Your Intel Group Health Plan coverage ends at the end of the month in which you terminate. *It is critical that you enroll in Medicare as soon as you've made your decision to leave*. To avoid a late enrollment penalty, you must provide a completed CMS L564 form with your application.

## Follow the steps below, immediately after you make your decision to leave Intel to enroll in Medicare:

- 1. Call the Intel Health Benefits Center (877-466-9236)
  - a. Request a CMS L564 form for you and your spouse if they are enrolled as a dependent in an Intel Group Health Plan and Medicare eligible.
- 2. You will receive an email when the completed CMS L564 is posted in My Health Benefits under your Personal Documents. Please allow up to 5 business days to receive the form.
- 2. Once you have the completed CMS L564 form, apply for Medicare
  - a. Call 800-633-4227, go to <a href="www.medicare.gov">www.medicare.gov</a> or visit your local Social Security office to apply.
- 3. Medicare will require up to 2 months to process your application.

If you have applied for Medicare and your active healthcare coverage ends before your Medicare coverage begins, you may temporarily enroll in COBRA for up to 2 months. You have 60 days from the date your active healthcare coverage ends to enroll and purchase COBRA. Coverage is retroactive to the date your active healthcare coverage ended.

Call the Intel Health Benefits Center (877-466-9236) to assist you with your COBRA election.

# 2.30 If I am retirement eligible and enroll in COBRA, does that impact my ability to enroll in the Intel Retiree Medical Plan (IRMP) later and/or utilize my Sheltered Employee Retirement Medical Account (SERMA)?

You have the option to delay enrollment in IRMP medical or vision plans until your Intel COBRA coverage ends. You will have 30 days from the date your COBRA coverage ends to

enroll in the IRMP medical or vision plan. If eligible for SERMA, you may begin to use your SERMA for eligible health expenses such as your COBRA premium payment or Medicare premiums upon your retirement. Note that employees hired on or after 1/1/2014 are not eligible for SERMA.

#### 2.31 I've enrolled in other healthcare coverage; do I need to cancel COBRA?

Yes. You are required to notify Intel when you become covered under another group health plan. Please contact the Intel Health Benefits at 877-466-9236 to notify of the change.

#### 2.32 Am I still able to use the Employee Assistance Plan (EAP)?

You will be automatically enrolled in COBRA coverage for the ComPsych benefits under EAP at no cost to you and may continue to access these benefits for the duration of your COBRA coverage period.

The Modern Health benefits under EAP are also available for you to elect to continue access to these benefits through COBRA. Please follow the instructions on the COBRA election materials mailed to you to elect to continue coverage and make premium payments.

#### Healthcare: Healthcare Cash Payout (in lieu of COBRA)

#### 2.33 Am I eligible for the healthcare cash payout?

If you are enrolled in the Intel Group Health Plan the day before your termination, are age 64 and above or are age 63 and below with a covered spouse or domestic partner who is age 64 and above, you are eligible for a healthcare cash payout. An employee age 63 or below or with a spouse or domestic partner age 63 and above that is entitled to Medicare due to receiving Social Security Disability Insurance (SSDI) will also be eligible.

#### 2.34 I'm eligible for the healthcare cash payout, can I still enroll in COBRA?

Yes. If you receive the healthcare cash payout, you will not be automatically enrolled in COBRA; however, you may enroll in and purchase COBRA. COBRA medical coverage is of minimal value to Medicare-eligible individuals who are no longer active employees. Please review the COBRA enrollment material for more information on your COBRA options.

#### 2.35 Is my healthcare cash payout subject to tax?

Yes. Your healthcare cash payout is taxable. Intel will tax-protect the healthcare cash payout.

#### 2.36 When will I receive my healthcare cash payout?

Your healthcare cash payout will generally be paid within two payroll cycles on or after your termination date. Please refer to the Intel Corporation Severance Plan Summary Plan Description below for more information.

#### 3. Separation and Release Agreement (SARA) Questions

#### 3.1 What is the purpose of Intel's Separation and Release Agreement (SARA)?

Separation and release agreements are a standard industry practice where a company agrees to pay separation pay and benefits to an employee in exchange for a waiver of potential legal claims. Under the Separation and Release Agreement, Intel is promising to pay you Separation Pay based on length of service and certain other severance benefits, in exchange for your promise to waive all potential claims against Intel that arise out of your employment as described in the Separation and Release Agreement.

#### 3.2 When will I receive the Separation and Release Agreement (SARA) to sign?

You will receive the Separation and Release Agreement through email approximately two

weeks prior to your expected last day at Intel as indicated in the notification letter. The Separation and Release Agreement may not be provided sooner than this date should you decide to leave Intel before your expected last day.

**3.3 When do I have to sign the Separation and Release Agreement (SARA)?** You have forty-five (45) days upon receipt of the SARA to decide whether to sign the Agreement. You can sign prior to the termination date or after you exit Intel. If you choose to sign the Agreement before you exit Intel, you can sign and submit it electronically through Workday or by email to <a href="Workforce Transition Services">Workforce Transition Services</a>. If you need to sign your release agreement after you exit Intel, please contact AskHR at 800-238-0486 to request external access to Workday so you can sign your document electronically or to request the document.

#### 4. Pay, Stock, Retirement and Other Benefits Questions

#### Pay:

## 4.1 Am I eligible for the Quarterly Profit Bonus (QPB) payout while in the Transition Period?

Refer to Quarterly Profit Bonus on Circuit to review eligibility criteria.

#### Stock:

# 4.2 If I am enrolled in the Employee Stock Purchase Plan (ESPP) and I terminate employment before the end of the subscription period, does that impact my ability to receive stock through the ESPP?

You will not purchase ESPP shares for the subscription period in question, but you will receive a full refund of your ESPP payroll contributions for the subscription period within two to four pay periods following your termination. For more information, go to <a href="How a Life Event Could Impact Your Stock Awards">How a Life Event Could Impact Your Stock Awards</a>.

**4.3 What happens to my unvested Restricted Stock Units (RSU) upon termination?** For information on what happens to RSUs upon termination, please reference <a href="How a Life">How a Life</a> <a href="Event Could Impact Your Stock Awards">Event Could Impact Your Stock Awards</a>.

#### **Retirement Plans:**

#### 4.4 How will my Intel Retirement Plans be impacted if I leave Intel?

For information on how your retirement plans are impacted upon leaving Intel, please contact the Fidelity Service Center at 888-401-7377 or visit Fidelity for questions about your distribution options.

For additional information about Intel's Retirement Programs, please reference <u>Pay, Stock</u> and <u>Benefits Handbook Chapter 18</u>: Retirement <u>Programs</u>.

## 4.5 If I have an outstanding 401(k) loan, how will I make arrangements for repayment if I leave Intel?

Please contact the Fidelity Service Center at 888-401-7377 or visit <u>Fidelity</u> to understand your options.

#### Other Benefits:

#### 4.6 Am I eligible for unemployment insurance if I leave Intel?

Each state makes its own determination of whether an employee is eligible for unemployment benefits. You should contact your state's unemployment insurance division to understand eligibility criteria for unemployment benefits.

#### 4.7 What happens to points on my recognition card at termination?

If you have a reloadable recognition debit card, you may continue using the card until funds are depleted. If the card expires before the balance has been used, you should contact the bank that issued the card and request a new card.

## 4.8 I am enrolled in Tuition Assistance. Will I be reimbursed for this semester if I leave Intel?

If you are notified while in process with coursework, Intel will provide tuition assistance for the in-process coursework only, as long as the coursework and school meet the eligibility requirements outlined in the TAP Policies. No future/additional tuition assistance will be provided.

#### 5. Leaving Intel Questions

#### 5.1 If I separate from Intel, are there specific tasks I must complete?

The <u>Employee Termination Checklist</u> contains required tasks that should be completed before terminating employment with Intel.

## 5.2 Where can I find more detailed information regarding things to do in preparation for retirement?

Refer to the following helpful checklists available on Circuit:

- Retirement from Intel
- Retirement Checklist for Employees

#### 5.3 Will I get paid for unused vacation time upon separation?

Refer to the Pay, Stock and Benefits Handbook Chapter 13: Paid Time Off (Section 13.2).

#### 5.4 How do I return my Intel laptop and work equipment when I leave?

You can return your computing assets to any <u>IT Service Center</u>. If you are unable to return assets to a US site, you should return your computing assets, including power supplies, via FedEx.

Use the FedEx account: #1393-3950-9

Use standard shipping to prevent excessive shipping charges.

#### Ship to:

Intel Corporation ATTN: Remote Support Lab 1900 Prairie City Rd FM2-180 Folsom, CA 95630

#### 5.5 How do I arrange to pick up my personal belongings that I have on site?

If you need to return to the office to retrieve personal items from your cube or locker, you must follow on-site protocols. Go to <u>Global Site Information</u> for site-specific guidelines and updates. If you are unable to return to the office, please contact your Business HR

representative for the action to make arrangements to have your belongings retrieved and sent to you.

### 5.6 If I separate and decide to return to Intel, is there a waiting period that must be met before I can be rehired?

Returning as an Intel employee: If you separate from Intel you may reapply for a position immediately, provided you meet the Rehire Eligibility Guidelines.

If you return to Intel as a blue badge employee (Regular, ICE or Student/Intern) within twelve months of your termination date, you will be required to repay a portion of your Separation Pay and other separation benefits as described in your Separation and Release Agreement (SARA).

If you return to one of Intel's subsidiaries as the equivalent of a blue badge employee within twelve months of your termination date, you may be required to repay a portion of your Separation Pay and other separation benefits as described in your Separation and Release Agreement (SARA).

It is important to notify HR before your separation from Intel if you are anticipating a written or verbal job offer from Intel or one of its subsidiaries.

<u>Returning as a contingent worker</u>: There are waiting period rules if you wish to be assigned to Intel as a contingent worker. In addition, because you will be working for another employer, you will not be required to repay your Variable Separation Pay. Please review the <u>Contingent Workforce Global Policies</u> - Former Employees Returning as Contingent Workers and Time Away & Duration Matrix.

#### **6. Enhanced Retirement Questions**

#### 6.1 What are the Enhanced Retirement benefits eligibility requirements?

You will be eligible if you are Retirement Eligible on your termination date from Intel.

## 6.2 When will I receive my Enhanced Retirement payments (severance payment, Capstone Bonus, Healthcare Bonus)?

Enhanced Retirement payments will generally be paid within two payroll cycles on or after your termination date contingent on signing and not revoking (where applicable) the Separation and Release Agreement (SARA).

#### 6.3 Is my \$10K Capstone Bonus subject to tax?

Yes. Your Capstone Bonus is subject to tax. Intel does not tax-protect your Capstone Bonus.

#### 6.4 Is my \$20K Healthcare Bonus subject to tax?

Yes. Your Healthcare Bonus is subject to tax. Intel does not tax-protect your Healthcare Bonus.

## 6.5 Is the Enhanced Retirement Additional Separation Bonus (8 weeks) in addition to separation pay (max = 47 weeks)?

Yes, the Enhanced Retirement Additional Separation Bonus (8 weeks) is in addition to separation pay (max = 47 weeks)

**Example:** If you are eligible to receive the maximum 47 weeks of separation you are also eligible to receive the Additional Separation Bonus (8 weeks).

#### 6.6 Where can I find information on retiring at Intel?

Review Intel's <u>retirement</u> resources to ensure you understand your benefits.

## 6.7 Do I need to be enrolled in an Intel Group Health Plan to receive the \$20K Healthcare Bonus?

No. Enrollment in an Intel Group Health Plan is not required to receive the Healthcare Bonus

#### 6.8 What does the Intel-paid COBRA premium cover?

The Intel-paid COBRA premium covers the medical, dental, vision plans you are participating in at the time of separation for the full 18 months of COBRA eligibility.

## 6.9 Do I need to enroll in COBRA to access the Intel-paid COBRA healthcare (medical, dental and/or vision) premiums?

Eligible employees will be automatically enrolled in COBRA with the Intel-paid COBRA premium. Automatic enrollment will provide you and your eligible covered dependents with the medical, dental, and/or vision coverage that you had as an active employee.

COBRA election materials will be mailed to you from the Intel Health Benefits Center, typically 2-3 weeks after your last day of employment. Please read the COBRA materials to understand your COBRA benefits. You do not need to take action to elect medical, dental, and or vision and you will not be required to make premium payments.

If you are age 63.5 and above or Medicare eligible, you will receive the Healthcare Cash payout in lieu of Intel-paid COBRA premiums – you will **not** automatically be enrolled in COBRA.

## 6.10 Can I choose to receive the healthcare cash payout option in lieu of the Intelpaid COBRA premium benefit?

No. The healthcare cash payout is only available for individuals eligible or will become eligible for Medicare (generally those age 65 and over) within the 18 months following separation from Intel. COBRA coverage is of minimal value to Medicare-eligible individuals who are no longer active employees. The healthcare cash payout is meant to provide a similar benefit as the Intel-paid COBRA premium.

## 6.11 I am 65/Medicare Eligible, what do I need to do regarding Medicare enrollment?

Your Intel Group Health Plan coverage ends at the end of the month in which you terminate. *It is critical that you enroll in Medicare as soon as you've made your decision to leave*. To avoid a late enrollment penalty, you must provide a completed CMS L564 form with your application.

## <u>Follow the steps below, immediately after you make your decision to leave Intel to enroll in Medicare:</u>

- 1. Call the Intel Health Benefits Center (877-466-9236)
  - a. Request a CMS L564 form for you and your spouse if they are enrolled as a dependent in an Intel Group Health Plan and Medicare eligible.
- 2. You will receive an email when the completed CMS L564 is posted in My Health Benefits under your Personal Documents. Please allow up to 5 business days to receive the form.
- 3. Once you have the completed CMS L564 form, apply for Medicare
  - a. Call 800-633-4227, go to <a href="https://www.medicare.gov">www.medicare.gov</a> or visit your local Social Security office to apply.
- 4. Medicare will require up to 2 months to process your application.

If you have applied for Medicare and your active healthcare coverage ends before your Medicare coverage begins, you may temporarily enroll in COBRA for up to 2 months. You

have 60 days from the date your active healthcare coverage ends to enroll and purchase COBRA. Coverage is retroactive to the date your active healthcare coverage ended.

Call the Intel Health Benefits Center (877-466-9236) to assist you with your COBRA election.

#### **ADDITIONAL RESOURCES**

<u>Intel Pay, Stock and Benefits Handbook</u> – You can access this also via intel.com/go/myben

#### **HR Services and Benefits**

#### **External Portal for Intel Employees**

Information, resources, and services for former employees and their families is available at the U.S. Leaving Intel Site

#### **Benefits Contact List**

For Questions	Contact	Phone Number
Health Benefits Center, COBRA, Flexible Spending Accounts/Dependent Care Assistance Program (DCAP), Intel Retiree Medical Plan (IRMP) or Sheltered Employee Retiree Medical Account (SERMA)	Intel Health Benefits Center - My Health Benefits	(877) 466-9236
Life Insurance coverage or claims	Minnesota Life a Securian Company	(877) 494-1673
Health Savings Account, Retirement Plans (401k, Profit Sharing, Pension)	Fidelity	(888) 401-7377
Stock Options, Restricted Stock Units (RSU's) and Stock Purchase Plan share transactions	<u>E*TRADE</u>	800-838-0908
Leave of Absence, Disability and Worker's Compensation administration	Alight	(866) 532-5664, or outside U.S. (720) 490-4932
Prepaid Legal, Critical Illness, Auto & Home Insurance, Long Term Care, Supplemental Long-Term Disability	MetLife	(877) 494-1673
Corporate Travel Card and Expenses	From Circuit> <u>Travel and Expense</u>	

## INTEL CORPORATION SEVERANCE PLAN SUMMARY PLAN DESCRIPTION

The Intel Corporation Severance Plan (the "Plan"), provides severance benefits to Eligible Employees who become Participants in the Plan. This Summary Plan Description ("SPD") is a summary of the Plan as in effect on and after July 3, 2024.

#### **ELIGIBILITY AND PARTICIPATION**

**Employer** refers to Intel Corporation ("Intel") and any subsidiary or affiliate of Intel, that is not operating as a stand-alone company, as determined by Intel, which the appropriate officers of Intel, authorize to participate in the Plan.

**Eligible Employee.** Only U.S. General Full-Time Employees, Part-Time Employees and Interns of the Employer may be eligible to become a Participant ("Eligible Employee") subject to the requirements for participation. Employees categorized as Intel Contract Employees are not eligible for the Plan. The determination of an individual's employment classification and eligibility for the Plan is in the sole discretion of the Employer.

**Participation.** An Eligible Employee will become a Participant in the Plan upon either:

- (1) being notified of a Redeployment as part of the Redeployment Program and provided a Package (merely being eligible for or applying to participate in the Redeployment Program is insufficient); or
- (2) experiencing a termination of employment as reflected in the Employer's payroll ("Employment Termination Date") as part of the Voluntary Separation Program (merely being eligible for or volunteering to participate in the Voluntary Separation Program is insufficient); or
- (3) being notified of a termination and provided a Package in the case of an involuntary termination under the Separation Program.

The Employer has the sole discretion to determine whether an Eligible Employee is offered a Package and which Package an Eligible Employee is offered.

A Participant will cease to be a Participant as of the first of the following to occur: (1) the date the Participant has been paid all benefits due under the Plan, (2) the date the Plan is terminated, or (3) upon a Disqualifying Event (as defined below).

The receipt of certain severance benefits under the Plan is conditioned upon the Participant's execution of a release of claims in the time and form prescribed by the Employer and that release becoming effective and irrevocable.

#### **SEVERANCE BENEFITS**

The amount of and the terms and conditions for any severance benefits a Participant will be eligible to receive under the Plan will be described in the Package which is offered to the Participant. The Employer reserves the right to amend or revoke the Package.

**Package** means a collection of employee assistance programs and benefits which may include cash severance benefits under the Plan, and benefits that are not part of this Plan that may be offered to Eligible Employees in connection with the Redeployment Program, Voluntary Separation Program, Enhanced Retirement, or Separation Program. The Employer shall have sole discretion to determine which Package, if any, the Eligible Employee is offered, and to amend or revoke the Package.

In no event will an individual be eligible for more than one Package in connection with a termination of employment.

**Redeployment Program** means a program providing resources that may include assistance in transferring employees from one business area to another and may provide benefits under the Plan.

**Voluntary Separation Program** means a voluntary employment separation program that may provide benefits under the Plan.

**Separation Program** means an involuntary employment separation program that may provide benefits under the Plan.

**Time and Form of Cash Payments and Other Benefits.** The time and form of cash severance payments and other benefits to be provided under the Plan to a Participant will be as set forth in the Participant's Package. The cash severance payments will generally be paid as soon as administratively feasible, generally within two payroll cycles on or after the Employee's Employment Termination Date of the Participant after he or she signs and timely returns a release of claims in the manner and form prescribed by the Employer and that release becomes effective and irrevocable. Payments may constitute taxable income and are subject to applicable federal, state and local withholdings.

**Disqualifying Events**. A Participant will not be entitled to any severance benefits under this Plan (or, other benefits included in any Package) if the Employer determines, in its sole discretion, that any of the following disqualifying events have occurred:

- The Participant commences another position with Intel or any subsidiary or affiliate of Intel prior to the Employment Termination Date of the Participant.
- The Participant is offered and accepts an Employer relocation package.
- The Participant fails to maintain an acceptable level of job performance for the remainder of his or her employment with the Employer.
- The Participant engages in activities that could result in termination under the Employer's discipline and discharge guidelines, or otherwise abuses benefits under the Plan or applicable Package, as determined by the Employer in its sole discretion.
- The Participant terminates employment with the Employer before the Participant's Employment Termination Date under the applicable Package, provided, however, that the Employment Termination Date specified in the Participant's Package may be modified at the sole discretion of the Employer.
- The Participant is offered immediate employment by a successor of the Employer or a purchaser of its assets or the assets of a division or business unit or functional department of the Employer. For purposes of this provision, "immediate employment" means that the Participant's employment with the Employer's successor or purchaser of its assets does not result in a lapse of pay as a result of the transaction.
- The Participant voluntarily terminates employment with the Employer or an affiliate of the Employer in order to accept employment with another entity that is wholly or partly owned (directly or indirectly) by the Employer or a subsidiary or affiliate of the Employer.

- The Participant is eligible for severance benefits under (A) an individually negotiated employment contract or agreement with the Employer, (B) a separate employee benefit plan or policy of the Employer as determined by the Employer in its sole discretion or (C) any other contract, agreement, policy, program or plan adopted, implemented or entered into by a predecessor employer pursuant to which the Employer (or any affiliate thereof that is not an Employer) has or potentially has liability, in each case that is in effect or becomes effective on his or her Employment Termination Date, in which case such Participant's severance benefit, if any, shall be governed by the terms of the applicable arrangement, unless otherwise agreed to by the Employer.
- The Employer, at its sole discretion, revokes the Participant's Package, or revokes the Participant's opportunity to terminate employment under the Voluntary Separation Program, for any reason, including, but not limited to, correction of error or the decision by the Employer to scale back or cancel the action.
- The Participant fails to return from an unpaid leave of absence within the job protection period, normally 12 weeks within a rolling backward 12 month period.
- The Participant fails to execute a release in the time and form prescribed by the Employer or the Participant properly revokes that release, if applicable.

**Certain Reductions**. If a Participant is indebted to the Employer at his or her Employment Termination Date, the Employer reserves the right to offset any severance payments due under the Plan by the amount of such indebtedness.

**Repayment of Benefits.** If a Participant (i) receives severance benefits under the Plan in any form whatsoever and (ii) within (12) twelve months of his or her termination of employment, is either rehired by his or her Employer or is hired by Intel or any subsidiary or affiliate of Intel, the Plan Administrator or its delegate may, in its sole discretion, require the individual to repay all or any part of such benefits. If the individual fails to repay the amounts requested by the Plan Administrator or its delegate, such failure may result in his or her termination of employment.

**Death of Participant.** In the event of the death of the Participant, the Employer will determine, in its sole discretion, whether benefits under the Plan are due, and if so, the benefit amount. If benefits are due under this Plan, such benefit shall be provided to the personal representative of the Participant's estate.

**Correction of Error**. The Plan Administrator or its delegate has the sole discretionary right to correct any errors that may occur in the administration of the Plan including the right to revoke a Package that may have been mistakenly offered to an individual. If a Participant's Package is revoked, the individual will not be eligible to receive benefits under that Package and will not necessarily have a right to benefits under a different Package.

**Assignment Prohibited**. A Participant cannot assign, encumber or otherwise anticipate the payments to be made under the Plan, and the benefits provided under the Plan will not be subject to attachment, garnishment or seizure for payment of any order or judgment against a Participant.

**No Employment Rights**. Nothing in the Plan shall be construed as an obligation to continue to offer benefits under the Plan or a contract of employment between the Employer and any employee.

**Notices.** Any notice or document required to be given to a Participant will be properly given if mailed, postage prepaid, to the Participant at his or her last known address in the Employee's records with the Employer. All notices required to be given or any document required to be filed with the Plan Administrator will be properly given or filed if mailed postage prepaid to the Plan Administrator at the address shown for the Plan Administrator in the Administrative Information section below.

#### **TERMS OF THE PLAN**

The official terms of the Plan are contained in the Intel Corporation Severance Plan document. If there are any conflicts or differences between this SPD and the official Plan document, the Plan document will control. If you have any questions about the Plan or would like to receive a copy of the Plan document, contact James Warner at <a href="https://www.workforce.transition.services.gam@intel.com">workforce.transition.services.gam@intel.com</a>.

**Amendment or Termination.** Intel has the right to amend the provisions of the Plan and to terminate the Plan, at any time, for any reason and in any respect at its sole discretion. The right to amend the Plan includes, but is not limited to, changes in eligibility requirements and benefit amounts. Intel may terminate the Plan in whole or in part at any time, without prior notice to you. If the Plan is amended or terminated, you will be subject to all the changes effective as a result of such amendment or termination and your rights may be reduced, terminated, or altered accordingly as of the effective date of the amendment or termination. The right to terminate the Plan includes the right to terminate the Plan as it pertains to any one or more classes of Participants while maintaining that part for any other class or classes of Participants.

**Discretionary Authority.** The Plan Administrator, or anyone who has delegated authority from the Plan Administrator, will have the full power, responsibility and discretion to administer the Plan and to construe and apply Plan provisions, and to decide all questions of fact, interpretation, definition, computation or administration arising in connection with the operation of the Plan, including, but not limited to, the eligibility to participate in the Plan and amount of benefits paid under the Plan. The rules, interpretations, computations and other actions of the Plan Administrator shall be binding and conclusive on all persons.

#### **CLAIMS AND REVIEW PROCEDURES**

**Claims**. The Employer will notify a Participant of his or her right to receive severance benefits and the process required to obtain such benefits under the Plan. If an individual disagrees with the Employer's decision regarding his or her eligibility or benefits under the Plan, the individual ("Claimant") may file a written claim explaining the basis of his or her claim for eligibility or benefits with James Warner, who has been delegated authority by the Plan Administrator to review and decide such claim, by sending the claim by postage prepaid mail or by email to the following address:

Global Corporate People Movement Manager James Warner Intel Corporation, OC2-262 4500 S. Dobson Rd Chandler, AZ 85248

Email: workforce.transition.services.gam@intel.com

Any claim for eligibility must be filed in writing, within ninety (90) days after the Claimant knew or reasonably should have known of the principal facts upon which his or her claim is based. Any claim for benefits must be filed in writing, within one (1) year after the

Claimant knew or reasonably should have known of the principal facts upon which his or her claim is based.

James Warner, as the delegate of the Plan Administrator, will decide a Claimant's claim in accordance with reasonable claims procedures, as required by the federal Employee Retirement Income Security Act ("ERISA"). If the Claimant's claim is denied in whole or in part, then the Claimant will receive a written notification within 90 days unless special circumstances require an extension of the time for deciding the claim, in which case a decision will be rendered as soon as possible but no later than 180 days after the claim is received. In the event a claim for benefits is denied in whole or in part, the claimant will be notified in writing of the specific reason for such denial, the specific Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim with an explanation of why such material or information is necessary, and an explanation of the Plan's review procedures and time limits applicable to such procedures, including a statement of the claimant's right to bring an action under Section 502(a) of ERISA.

**Review.** If a Claimant disagrees with the decision on his or her claim, the Claimant may request that his or her claim be reviewed by the Plan Administrator. The Claimant's request for review must be written and must be delivered to the Plan Administrator within 60 days after the Claimant receives the written notice that his or her claim was denied by sending the request for review by postage prepaid mail or by email to the following address:

Intel Benefits Administrative Committee (BAC) Attention: James Warner Intel Corporation, OC2-262 4500 S. Dobson Rd Chandler, AZ 85248

Email: workforce.transition.services.gam@intel.com

The Claimant's request for review of the denial must set forth all of the grounds upon which the Claimant's request for review is based and any facts in support thereof, and set forth any issues or comments which the Claimant deems pertinent to the appeal, and may (but is not required to) include issues and comments he or she wants considered in the review.

Within 60 days after the Claimant delivers a request for review, he or she will receive from the Plan Administrator either: (a) a decision; or (b) a notice describing special circumstances requiring a specified amount of additional time (but no more than 120 days from the day the Claimant delivered a request for review) to reach a decision. The decision will be in writing, and will specify the specific reasons for denial and the Plan provisions on which the decision was based.

The Plan Administrator, or its delegate, will notify a claimant of its decision on review, in writing, within 60 days after receipt of the request for review unless special circumstances require an extension, in which case a decision will be rendered as soon as possible but not later than 120 days after the request for review is received. If the request is denied, such notice will include (i) the specific reason for such denial, (ii) the specific Plan provisions on which the denial is based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents and other information relevant to the request for review, and (iv) a statement of the claimant's right to bring an action under the Section 502(a) of ERISA.

The decision on review by the Plan Administrator will be final and conclusive upon all parties for all purposes.

As part of the claims and review process, the Claimant may examine pertinent Plan documents. The Claimant may also, at his or her own expense, have an attorney or other representative act on his or her behalf, but the Plan Administrator reserves the right to require a written authorization. The Plan Administrator also reserves the right to delegate its authority to make decisions. Exhaustion of the claims and reviews process is mandatory for resolving every claim or dispute under the Plan including any civil action claims under Sections 502 and 510 of Employee Retirement Income Security Act or any other provision of law, whether or not statutory.

**Civil Action**. If you file your claim within the required time period and complete the entire claim and review procedures and your claim is still denied on appeal, you have the right to bring a civil action under Section 502(a) of ERISA. However, you must commence any civil action under Sections 502(a) and 510 of ERISA or any other provision of law, whether or not statutory, within the earlier of (i) one (1) year after you knew or should have known the principal facts on which your claim is based or (ii) six (6) months after the claim and review procedures are completed.

#### **ERISA RIGHTS**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

**Receive Information about Your Plan and Benefits.** Examine, without charge, at your employer's office, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

**Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

**Enforce Your Rights.** If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why his was done, to obtain copies of documents relating to the decision without charge, and to appeal the denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If

you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions.** If you have any questions about your Plan, you should contact your Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### **ADMINISTRATIVE INFORMATION**

Name and Number of the Plan	The Plan name is Intel Corporation Severance Plan.
	The Plan is identified by the following numbers: EIN: 94-1672743 and Plan No. 528.
Type of Plan	The Plan is a severance pay welfare benefit plan. The Plan is not an employee pension benefit plan.
Effective Date of Amended and Restated Plan	This SPD summarizes the terms of the Plan as amended to be effective on and after June 12, 2023 and applies solely to offers of a Package on or after June 12, 2023.
Funding of the Plan	Any severance payments will be paid out of the general funds of the Employer and you will not have any secured or preferred interest by way of trust, escrow, lien or otherwise in any specific assets of the Employer. A Participant's rights shall be solely those of an unsecured general creditor of Intel Corporation or its affiliates and subsidiaries that participate in the Plan.
Plan Year	The plan year is the calendar year beginning each January 1st and ending each Dec. 31.
Plan Sponsor	Intel Corporation Attention: James Warner Intel Corporation, RS5-108 4500 S. Dobson Rd Chandler, AZ 85248 Email: workforce.transition.services.gam@intel.com  EIN: 94-1672743
Employers	The Employers participating in the Plan include Intel Corporation and any subsidiary or affiliate of Intel Corporation which the appropriate officers of Intel authorize to participate in the Plan.

	A list of participating Employers is available upon request.
Plan Administrator and Named Fiduciary	The Plan Administrator and Named Fiduciary for the Plan is the Intel Benefits Administrative Committee (BAC) which is responsible for the administration of the Plan. Communications addressed to the Plan Administrator should be addressed to:  Intel Benefits Administrative Committee Attention: James Warner Intel Corporation, OC2-262 4500 S. Dobson Rd Chandler, AZ 85248 Email: workforce.transition.services.gam@intel.com
Service of Legal Process	Service of legal process may be made upon the Chief Legal Officer of Intel Corporation at the following address:  Chief Legal Officer Intel Corporation 2200 Mission College Blvd. Santa Clara, CA 95054  Service of legal process may also be made upon the Plan Administrator.