



## APPLICATION PROGRAM SEPARATION AGREEMENT AND RELEASE

You have elected to separate voluntarily from your employment with Intel Corporation under Intel's Corporate People Movement Application Program ("CPM-AP"). This Application Program Separation Agreement and Release ("Agreement") contains the terms of your separation following your last day of employment ("the Separation Date."

**1. Final Wages.** Regardless of whether you sign this Agreement, you will receive all accrued salary earned through the Separation Date. Intel will deduct federal and state tax withholding and other applicable amounts as determined by Intel.

**2. Voluntary Separation and Separation Date.** You have elected and been approved to participate in CPM-AP. Your decision to apply for and participate in CPM-AP was entirely your own. You at all times understood you could have declined to participate in CPM-AP, or applied to participate and then timely withdrawn your application, and in either event could have remained employed with Intel at-will as if CPM-AP had never occurred.

**3. Payments and Benefits.** In exchange for your promises in this Agreement, and subject to the other provisions of this Agreement and the Program Package, you will receive certain pay and benefits as described in the Program Package for which a signed Agreement is required. These are sometimes hereafter called "CPM-AP payments and benefits." All CPM payments and benefits will be subject to all necessary taxes as determined by Intel.

**4. Release of Claims.** In exchange for CPM-AP payments and benefits you will receive pursuant to this Agreement, you release Intel, including its subsidiaries, affiliates, successors, and all of its and their past and present directors, officers, and employees (collectively "Releasees") from all claims of any kind related to your employment or separation from employment, whether known or unknown, which arose on or before the day you signed this Agreement, except claims that cannot lawfully be waived. For example, you waive all contract, tort, or other common law claims you may have, claims for attorneys' fees and other litigation costs, claims under Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, all of their amendments, and claims under other federal, state and local laws. This Agreement includes a release of claims of discrimination or retaliation on the basis of workers' compensation status but does not include workers' compensation claims.

**5. Release of Unknown Claims.** You are intentionally releasing claims against Releasees of which you may be unaware. If you work or reside in California, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which states: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" You give up all rights and benefits under this section. You also give up all rights

and benefits under any other applicable state law dealing with the release of unknown claims, including but not limited to North Dakota Century Code Section 9-13-02, South Dakota Laws § 20-17-11, and Montana Code Annotated, Section 28-1-1602. You agree that this release of unknown claims is fairly and knowingly made.

**6. Additional State Law Specifics.** If you work or reside in Alabama, in the event you exercise any rights in this Agreement's Release Exclusions/Employee Protections section in a state proceeding in Alabama, you must notify the Company before disclosing to third parties information protected under the Alabama Non-Disparagement Obligations Act. If you work or reside in Massachusetts, you waive all claims and rights under the Massachusetts Payment of Wages Law and the Massachusetts Fair Employment Practices Act. If you work or reside in New Jersey, you release all claims under New Jersey's Conscientious Employee Protection Act. If you work or reside in West Virginia, you waive all claims and rights under the West Virginia Human Rights Act; the toll-free telephone number for the West Virginia Bar Association is 1-866-989-8227.

**7. Release Exclusions/Employee Protections.** This Agreement does not affect your rights to receive vested retirement and pension plan benefits, medical plan benefits, or unemployment compensation benefits. This Agreement does not affect benefits that vested or accrued prior to the day you sign this Agreement under any Intel-sponsored ERISA plan. Neither the release provisions above nor anything else in this Agreement affects: (i) claims that arise after the day on which you sign this Agreement, such as claims for breach of this Agreement; or (ii) rights which as a matter of law cannot be released by private agreement, including your rights to file a charge with any federal, state or local government agency, such as the U.S. Equal Employment Opportunity Commission, or to communicate with, provide information (including testimony) to, or participate in an investigation conducted by such an agency. However, you are hereby waiving all rights to recover money or other individual relief from any Releasee should any agency or individual pursue a claim on your behalf. You may nonetheless accept money from the U.S. Securities and Exchange Commission as a reward for providing information to that agency, or to the extent you are an individual contributor, backpay awarded under the National Labor Relations Act (less any payments referenced in Section 3). Nothing in this Agreement shall prevent you from lawfully communicating to government authorities possible violations of federal, state or local law or other information that is protected under the whistleblower provisions of federal, state or local law. In addition, nothing in this Agreement waives or limits your rights to testify in a California legislative, judicial or administrative proceeding concerning allegedly criminal conduct or alleged sexual harassment by Intel or its agents or employees, provided that such testimony is required by court order, subpoena, or a written request from the California legislature. If you work or reside in Oregon, nothing in this Agreement limits your right to make truthful disclosure of conduct that allegedly constitutes employment discrimination or sexual assault. If you work or reside in Illinois, nothing in this Agreement limits your right to make truthful statements or disclosures regarding alleged unlawful employment practices. If you work or reside in Colorado, nothing in this Agreement or any Intel policy limits your rights to make truthful disclosures regarding workplace health and safety practices or hazards related to a public health emergency.

**8. Acknowledgements.** You acknowledge and agree that:

- (a) The value of the pay and other benefits referenced in Section 3 above and described in the Program Package exceed in value any other pay and benefits you may be owed by Intel apart from this Agreement.

(b) Apart from this Agreement, Intel is not obligated to provide you with the payments and benefits described in Section 3 above and described in the Program Package.

(c) You have carefully read and fully understand this Agreement. You are entering into this Agreement knowingly and voluntarily and intending to be bound by all of your promises herein.

(d) If you work or reside in California, you acknowledge that this Agreement is a “negotiated” severance agreement as defined by California law (Government Code section 12964.5(c)(2) defines “negotiated” to mean the agreement is “voluntary, deliberate, and informed, provides consideration of value to the employee, and that the employee is given notice and an opportunity to retain an attorney or is represented by an attorney”).

**9. Right to Consult Legal Counsel.** You have been advised in writing by this Agreement to consult with an attorney before signing it and have had an adequate opportunity to do so.

**10. Non-disparagement.** Following your Separation Date, you promise not to make any statements or remarks, verbally or in writing, regarding anything at or about Intel that occurred before you sign this Agreement that could reasonably be anticipated to negatively affect Intel’s reputation in any manner, except as permitted under Section 7 above or this Section 10 below. You may respond accurately and fully to any question or request for information when required to do so by law. In addition, if you work or reside in California, nothing in this Section 10 or anything else in this Agreement prevents you from discussing or disclosing factual information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. If you work or reside in the State of Washington, nothing in this Section 10 or anything else in this Agreement prevents you from discussing or disclosing illegal harassment, illegal discrimination, illegal retaliation, wage and hour violations, sexual assault, or any violation of a clear mandate of Washington public policy. If you work or reside in Oregon or Illinois, your promises in this Section 10 are subject to those states’ employee protections provisions set forth in Section 7 above.

If you are an individual contributor, nothing in this Agreement (including but not limited to the Non-Disparagement provisions of paragraph 10 or the Proprietary Information Obligations in paragraph 18 below) shall be construed as preventing you from exercising your rights under Section 7 of the National Labor Relations Act to engage in protected, concerted activity, such as lawful communications with employees or others to try to improve working conditions or lawful discussions regarding wages, hours, or working conditions.

**11. Time To Consider Agreement.** Once you have received this Agreement, you have forty-five (45) days to decide whether to sign this Agreement. Although you may use as much or as little of this 45-day period as you wish before signing, if you decide to sign the Agreement before exiting Intel you must do so on or as near as possible to your Separation Date. You must sign the Agreement and submit it electronically through Workday or to [workforce.transition.services.gam@intel.com](mailto:workforce.transition.services.gam@intel.com), or as otherwise instructed by Corporate People Movement.

**12. Revocation Period.** If you work or reside in Minnesota, you have fifteen (15) days after signing this Agreement to revoke it. To revoke this Agreement, you must submit a written notice of revocation to [workforce.transition.services.gam@intel.com](mailto:workforce.transition.services.gam@intel.com), or as otherwise instructed by Corporate People Movement before the revocation period expires. Any Minnesota revocation must be received by [workforce.transition.services.gam@intel.com](mailto:workforce.transition.services.gam@intel.com), or as otherwise instructed by Corporate People Movement,

during the 15-day revocation period. Your signature will not become effective in Minnesota until the 16th calendar day after you sign this Agreement. If you work or reside in Minnesota and revoke this Agreement, it will not become effective or enforceable and you will not receive the CPM-AP payments and benefits.

**13. Non-Admissions.** Neither this Agreement nor the payments provided under this Agreement are an admission of liability or wrongdoing by Intel or any other Releasee.

**14. Effective Date.** This Agreement shall become effective and binding after you electronically accept it in Workday or sign and submit it to [workforce.transition.services.gam@intel.com](mailto:workforce.transition.services.gam@intel.com), or as otherwise instructed by Corporate People Movement, unless you work or reside in Minnesota. (Effective on the 16th day if you work or reside in Minnesota, provided you have not revoked the Agreement.) To be effective, this Agreement must be signed and returned as provided above (and not revoked, if applicable) within sixty-five (65) days of the date on which you were provided the Agreement.

**15. When Agreement Becomes Ineffective or Void.** This Agreement is void if you are, or become, disqualified for benefits under the Intel Corporation Severance Plan or the terms of the Program Package.

**16. Payment Timing.** The CPM payments and benefits will be made as described in the Program Package on or after: (i) your Separation Date, (ii) you have submitted your signed or re-signed Agreement, and (iii) expiration of the Revocation Period. In no event will any payments be made later than March 15 of the year following your Separation Date.

**17. Return of Company Property.** On or before your Separation Date, you must return to Intel all Intel property (files, documents, laptop, tablets, company-issued phones, keys, credit cards, etc.) and all Intel confidential information and property in your possession.

**18. Proprietary Information Obligations.** You acknowledge your ongoing obligations to protect Intel's confidential and trade secret information as outlined in your Intel Employment Agreement and the Trade Secret Acknowledgement Form and as required under other Intel policies. You also agree to execute the Trade Secret Acknowledgment Form if not done previously. Notwithstanding the above, under the federal Defend Trade Secrets Act, you shall not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret that is made: (a) in confidence to a government official, either directly or indirectly, and is solely for the purpose of reporting or investigating a suspected violation of law; (b) to your attorney in relation to a lawsuit against you for reporting a suspected violation of law; or (c) in a complaint or other document filed in a lawsuit or other proceeding filed by you, if such document is filed under seal and pursuant to court order. In addition, nothing in this Section 18 or any other part of this Agreement limits your rights to provide information to the U.S. Securities and Exchange Commission.

**19. Additional Employee Acknowledgements.** You further acknowledge that: (i) you have received all wages owed to you up through the last regular payroll cycle before you signed this Agreement, (ii) you have no known workplace injury or occupational illness that arose out of your employment with Intel that you failed to report, (iii) you received during your employment with Intel all leave that you requested and for which you were eligible, (iv) it is Intel policy to encourage reporting within Intel possible violations of any law by or on behalf of Intel, and (v) no one interfered with your reporting of any such violations.

**20. Electronic Signature.** You agree that an electronically signed Agreement has the same validity and enforceability as if you signed the Agreement in handwriting, and that a PDF or other copy has the same force and effect as an original.

**21. Governing Law.** This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of the state in which you last worked for Intel, regardless of that state's choice of law provisions. However, if at the time of your separation you primarily resided and worked in California, then California law shall govern no matter where you otherwise resided or worked at that time. If at the time of your separation you primarily resided and worked in the State of Washington or in Louisiana, then the respective state's law shall govern no matter where you otherwise resided or worked at that time.

**22. Rehire to Intel or any Intel Subsidiary.** You understand that if you secure employment with Intel or any Intel subsidiary within twelve (12) months after your Separation Date, you will be required to repay a portion of the Separation Pay and any other severance or separation benefit, described in the Program Package and set forth below. If applicable, you forfeit Intel-paid COBRA premiums as of your rehire date. You agree to notify Intel HR if you receive an offer from Intel or any Intel subsidiary with a start date within twelve (12) months after your Separation Date. In that event, you must inform Intel HR that you have signed an Agreement that requires you to repay a portion of the Separation Pay. You also agree that, as of the time you are signing this Agreement, you do not currently have and are not anticipating a job offer from Intel or an Intel subsidiary.

**Re-employment at Intel in: Portion of Separation Pay to be Repaid**

<b>Return to Intel After (Months)</b>	<b>Payback Percentage</b>
0	91.7%
1	83.3%
2	75.0%
3	66.7%
4	58.3%
5	50.0%
6	41.7%
7	33.3%
8	25.0%
9	16.7%
10	8.3%
11	0.0%

**23. Miscellaneous.** You agree that if any provision in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the rest of the Agreement will remain valid and enforceable. In the event of such a final non-appealable holding, the disputed provision shall not be rendered null and void but instead shall be modified or reformed by the court to make enforceable as much of the provision as the law permits. This Agreement (including other documents expressly referenced herein) is the final and complete understanding of the parties and may only be changed in a writing signed by you and an authorized Intel representative.

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Signature

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Print Name

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WWID

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Date Signed

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