

### Intel Corporation Human Resources

# U.S. Separation 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. SEPARATION PACKAGE OVERVIEW**

Enclosed you will find information about the compensation and benefits included in Intel's U.S. Separation Package.

### **Separation and Release Agreement**

You are required to sign a Separation and Release Agreement (Agreement) to obtain certain benefits described below, including Variable Separation Pay based on length of service. 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 PACKAGE BENEFITS**

A signed Separation and Release Agreement is not required for these benefits:

Benefit	Duration
Transition Period	9 weeks *
Intel's Internal Career Services	Throughout your Transition Period
External Career Transition Services	4 months

<sup>\*</sup>The Transition Period is generally anticipated to be nine weeks; however, this time frame may change due to business needs as determined by management in its discretion. During the Transition Period you will be eligible to receive your regular pay and benefits, you will continue to be an at-will employee and you are subject to all Intel policies and guidelines, including the Code of Conduct and Employment Guidelines. To the extent applicable, the Transition Period is intended to satisfy the WARN notice period.

A signed Separation and Release Agreement (and not revoked, if applicable) is required for these benefits:

Benefit	Amount
Variable Separation Pay**	1.0 weeks of pay for each year of service***
Healthcare Supplemental Payment****	\$4,500 if you are not retirement-eligible or \$9,000 if you are retirement-eligible

<sup>\*\*</sup>This payment is subject to applicable taxes and withholdings and requires a signed (and not revoked, if applicable) Separation and Release Agreement.

<sup>\*\*\*</sup>One week of pay is equal to base pay plus any applicable differentials (e.g., shift, GEO, CWW) plus 100% APB target or 50% commission target divided by 52. Refer to Q&As below for calculation of years of service.

\*\*\*\*This payment is tax protected and requires a signed (and not revoked, if applicable) Separation and Release Agreement.

### **INTEL'S INTERNAL CAREER SERVICES**

Your manager will be able to help you transition your work during the Transition Period. Meanwhile, we recommend you begin the job search process immediately following notification.

Intel's Career Services are available to boost your internal job search efforts and give you extra visibility to Intel's hiring managers.



You will have access to on-demand resources – live webinars, career advisors, and programs – all at your fingertips to support you where you need it the most.

To begin, go to <u>Intel's Internal Career Services</u> (goto/InternalCareerServices) to access your fast-start internal career services:

- 1. Articulating your value
- 2. Creating a top notch resume
- 3. Job search tips
- 4. Interviewing skills and preparation
- 5. Get noticed by hiring managers on the <u>Talent Hub</u> (goto/TalentHub)

### **EXTERNAL CAREER TRANSITION SERVICES**

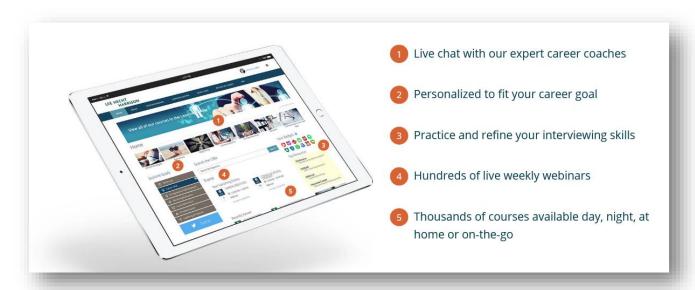
You may access external Career Transition Services at any time during your Transition Period or within 90 days after separation from Intel.

Your external Career Transition Services begin on the day you contact LHH.

<u>Please note</u>: You must begin external Career Transition Services within **90 days** of your last day of employment at Intel or the services will be forfeited.

### Get a position that's ideal for you, fast.

Navigating today's job market can be difficult. Eighty percent of jobs are never advertised. Connections and networking are a must. That's why LHH works with 7,000+ employers to find opportunities before anyone else, and actively promote you for those that fit your goals. It's how LHH will help get you hired, fast – and at no cost to you.



### **ACCESS HIDDEN JOBS**

Access more job leads through industry-specific Talent Promoters who will market you directly to thousands of employers and recruiters. You will receive personal introductions to employers from LHH's local Recruiting Specialists. You will be visible to thousands of hiring managers through LHH's Digital Talent Exchange.

### **PERSONAL COACHING**

Your coach will prepare you to effectively interview and negotiate so you get a rewarding new position at a better salary. Additionally, your coach will help you manage your online reputation – a critical aspect of any search today.

### **GET NOTICED**

LHH's industry-focused Personal Branding Team will assess your online reputation and write your resume and LinkedIn profile – highlighting the right skills and keywords that will get you noticed by hiring managers.

### **OPTIMIZE PRODUCTIVITY**

You will have access to flexible workspace that includes administrative support, office supplies and amenities so you can focus on your job search.

### **JOB LEADS**

As soon as you start your program LHH's Digital Career Agent, Ella, will start searching for jobs and providing daily job leads that target your unique goals.

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

• Call: 1-888-224-4120 or

• Register at: https://register.lhh.com or

• Text: 'Careers' to 315.646.5447

### **QUESTIONS & ANSWERS**

The information in this Questions and Answers section describes only a portion of your benefits and is not intended to take the place of or change official Plan documents in any way. In the event of any discrepancy between the information in this Q&A and the official Plan documents, the Plan documents will prevail. A copy of the Summary Plan Description follows these Q&As.

If you have additional questions that have not been addressed in this section, contact Get HR Help at 1-800-238-0486.

### **General questions**

### What is the "Transition Period" and how should I use it?

The Transition Period is the period of time from when you receive notification that you are impacted by an action until you separate from Intel or are placed in a new job at Intel. You should work with your manager to discuss how to transition your work during the Transition Period. You may also begin your job search process following notification. We recommend starting with Intel's Internal Career Services (goto/InternalCareerServices). During the Transition Period you continue to be an at-will employee and you are subject to all Intel policies and guidelines, including the Code of Conduct and Employment Guidelines. With this notice and/or the payments and benefits provided during the Transition Period, Intel will exceed any obligation Intel has or may have under the federal Worker Adjustment and Retraining Notification Act or any similar state or local laws (collectively, "WARN").

### If I consider a new position at another Intel site, will Intel relocate me and my family?

It is best to discuss this with the hiring manager during the interview. You can also check the job requisition; it will indicate if the job includes relocation.

### If I decline a job offer from an Intel hiring manager that I don't think is a good fit for me, will I be eligible for a separation package when I leave Intel?

If you decline a comparable job offer you will not be eligible for a separation package. A comparable job is defined as any job that requires similar skills, is an equivalent grade, has the same base pay, and is at the same site as your eliminated job or within 50 miles of that site. Any job that involves a shift change is considered a comparable job, except when the new shift is a change from nights to days or days to nights. If you decline a non-comparable job offer with Intel, you will remain eligible for the separation package.

### If I accept a new job at Intel, what happens to my separation package?

You will be considered an internal transfer and no longer eligible for the separation package.

### Can I take a temporary assignment to extend my separation date?

No. Temporary assignments will not extend your separation date. You should use your Transition Period to find a new position at Intel or external to Intel.

#### I have plans to take my sabbatical. Can I take it and then leave Intel?

No. If you have scheduled your sabbatical in the <u>Sabbatical Scheduler</u>, please cancel it. We recommend using your Transition Period to search for a new job. If you reach the end of your Transition Period and have not secured a new job at Intel your sabbatical will be paid out at termination as described in the <u>Pay</u>, <u>Stock and Benefits Handbook</u> (section 13.4.4).

### 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> you will

retire from Intel and are eligible to receive <u>Intel's retirement benefits</u>, consistent with the terms of the program, as well as the benefits outlined in this packet.

### Can I leave Intel before my separation date and be paid for the remaining Transition Period?

No. If you leave Intel before your separation date you will not receive any pay in lieu of the remaining Transition Period. Contingent on signing (and not revoking, if applicable) the Agreement, you may still receive Variable Separation Pay and the Healthcare Supplemental Payment, provided you are not disgualified from eligibility as described in the Agreement.

### 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 or to one of its subsidiaries as the equivalent of a blue badge employee within twelve months of your separation date, you will be required to repay a portion of your Variable Separation Pay as described in your Agreement. 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.

Returning as a contingent worker: 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 *Contingent Workforce Global Policy* guidelines, Section III, Letter I: Former Employees Returning as Contingent Workers, and Section V, Time Away & Duration Matrix.

### **How will Variable Separation Pay be calculated?**

Your separation pay will be rolled up to the next year of service. For example, if your years of service is 5 years and 3 months, you will be paid 6 weeks of separation pay.

**How will Variable Separation Pay be calculated if I am a part-time employee?** You will receive pro-rated separation pay based on your part-time status reflected in the HR system.

How is length of service determined when calculating Variable Separation pay? We will use your latest hire or rehire date in the HR system 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, your length of service will be calculated using your last rehire date. If your most recent hire date is due to an acquisition, your length of service will depend on the acquisition agreement.

### Do internships or co-op assignment time count toward the length of service calculation for Variable Separation Pay?

Yes. Co-op and 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 co-op or internship assignment.

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

No.

# Do I need to be enrolled in an Intel medical or dental plan on my separation date to be eligible for the Healthcare Supplemental Payment under this severance package?

No. However, to receive the Healthcare Supplemental Payment you must sign, return (and not revoke, if applicable) the Agreement.

### Do I need to use the Healthcare Supplemental Payment to purchase COBRA?

No. The payment is intended to provide you flexibility to purchase COBRA or other health care coverage that best suits your needs.

### **How will Variable Separation Pay be taxed?**

This payment will be taxed at the supplemental tax rate. Refer to <u>Tax Rates and Information</u>.

### **Employee Benefits questions**

### Am I eligible for unemployment insurance?

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. Intel's response to an unemployment agency's inquiry will state that your job was eliminated as part of a business reorganization.

### Am I eligible for the Annual Performance Bonus (APB) payout?

Refer to Annual Performance Bonus on Circuit to review the eligibility criteria.

### Am I eligible for the Quarterly Profit Bonus (QPB) payout?

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

### 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.

#### I am enrolled in Tuition Assistance. Will I be reimbursed for this semester?

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.

### Can I apply for both Tuition for Teaching and the Encore Fellowship program?

If you have an interest in both the <u>Tuition for Teaching</u> program and the <u>Encore Career</u> <u>Fellowship</u> program, you have the option to enroll in one of these programs but not both.

### **COBRA – General questions**

### When does my active Intel medical/dental/vision coverage end?

If you are enrolled in an Intel medical, dental, and/or vision option, your coverage ends on the last day of the month in which you terminate or retire.

### When does COBRA begin?

If you enroll in COBRA coverage, the COBRA coverage will be effective on the first day of the month following your termination/retirement date.

#### How much time do I have to decide whether to enroll in COBRA?

You must enroll in COBRA within 60 days of the date that your active coverage will end or within 60 days of the date that the enrollment materials are mailed to you, whichever is later. To enroll in COBRA, you must follow the enrollment instructions in the COBRA notification packet you will receive by mail from Alight, Intel's COBRA administrator, or you can enroll by phone 2-3 days after your termination by calling Intel Health Benefits at (877) 466-9236.

### When will I receive the COBRA notification packet?

Alight, Intel's COBRA administrator, will send the COBRA notification packet to your home address on record typically 2-3 weeks after your last day of employment. Please make sure your personal information is up to date before you leave (go to Workday > Personal Information > About Me). You can also enroll by phone beginning 2-3 days after your termination by calling Intel Health Benefits at (877) 466-9236.

### Will I be able to enroll in COBRA at the same plan and coverage level that I am enrolled in today with my current coverage?

You become a qualified beneficiary and have the right to enroll in COBRA to continue your coverage if you are enrolled in one of the Intel medical, dental, vision options, or a Health Flexible Spending Account (FSA) the day before your termination. You also become a qualified beneficiary and have the right to enroll in COBRA to continue your coverage for the Employee Assistance Program (EAP) and the Health for Life Center (Arizona, New Mexico and Oregon residents only). The Health for Life Center (AZ, NM and OR) offers limited benefits. Please contact Intel Health Benefits at (877) 466-9236 for additional information regarding COBRA coverage.

Your spouse and dependent child(ren) become qualified beneficiaries and have the right to enroll to continue their health benefits coverage through COBRA if they are enrolled in one of the Intel medical, dental or vision options the day before your termination. Your spouse and dependent child(ren) may also enroll in COBRA coverage for the Employee Assistance Program (EAP) and/or the Intel Health For Life Center when applicable.

Each qualified beneficiary is entitled to separate elections and may elect individual coverage regardless of whether you enroll in COBRA coverage for yourself. However, if you were previously enrolled in a plan option based on your work address (active employees' health plan options are based on the home or work address), your eligible plan options may change since COBRA coverage is based on your home address.

### What if I need to access medical care or get a prescription in the weeks after leaving Intel and prior to enrolling in COBRA?

You can enroll in COBRA by phone beginning 2-3 days after your termination by calling Intel Health Benefits at (877) 466-9236 if you wish to enroll before you receive the COBRA notification packet by mail. Depending on the urgency of your situation, there are two ways to handle situations where you have not yet enrolled in COBRA:

- For routine care, you would pay for the cost of the appointment or the prescription and then later contact your medical and/or dental plan to submit claims for reimbursement once you are enrolled in COBRA coverage.
- For urgent situations such as an already scheduled procedure or a hospital visit, contact Intel Health Benefits at (877) 466-9236.

### How do I pay for COBRA?

Once you are enrolled in COBRA, the first COBRA coverage premium is due to Intel Health Benefits within 45 days of the date you enroll in COBRA. Thereafter, your COBRA premium must be paid within 30 days of the date it is due. COBRA participants will receive monthly invoices from Intel's COBRA administrator and the amount due is also available at <a href="http://www.intel.com/go/myben">http://www.intel.com/go/myben</a>. Payments are due on the first of the month and can be paid through the mail (via check), the "Pay Now" option (via the Intel Health Benefits site), or Direct Debit. The amount of your COBRA premium depends on the coverage you enroll in to continue plus a 2% administration fee.

If you or your dependents fail to enroll in COBRA or pay the premiums but continue to utilize health care services past the termination of coverage date, you will be responsible for the full payment of all claims incurred.

### Are my annual calendar year accumulators (deductible, out-of-pocket max) transferred to the plan I enroll through COBRA?

If you enroll in the same Intel medical, dental, vision option as you were enrolled while an active employee, your calendar year annual accumulators will continue when you enroll in COBRA. You will not have to meet a new deductible or out-of-pocket max for the current year.

For questions about COBRA, please contact the Intel Health Benefits Center at the My Health Benefits site <a href="http://www.intel.com/go/myben">http://www.intel.com/go/myben</a> or by calling (877) GoMyBen (466-9236).

### COBRA - High Deductible Health Plan (HDHP)/Health Savings Account (HSA) questions

What happens to my pre-tax contributions into my HSA when I transfer to COBRA? Once you terminate employment with Intel, you will no longer have payroll contributions to your HSA. You can continue to use your HSA dollars on qualified expenses. For questions regarding your HSA, contact your HSA administrator:

Anthem HDHP Cigna HDHP Connected Care HDHP
BenefitWallet HealthEquity HealthEquity
(866) 686-4798 (877) 307-0431 (877) 307-0431

### Do I have to start paying the HSA banking monthly maintenance fees that Intel has paid for me as an active employee?

If you continue your coverage in an Intel High Deductible Health Plan ("HDHP") through COBRA, Intel will continue to pay the monthly fee for the duration of your HDHP enrollment in COBRA. However, once your COBRA coverage ends, Intel will cease to pay those monthly fees. The HSA administrator will then start deducting the monthly fee from your HSA account.

### Health Flexible Savings Account (Health FSA) questions

calendar year. Your coverage end date is the earliest of the following:

What happens to my Health FSA balance after my termination/retirement? If you have funds remaining in your Health FSA account at termination, you may submit claims for eligible health care expenses incurred during your coverage effective date through your coverage end date. You may submit claims for eligible expenses incurred from your coverage effective date through your coverage end date until March 31 of the following

- December 31
- The date you are no longer eligible to participate in Health FSA due to a change in status event
- If you do not enroll in COBRA for the Health FSA, the last day of the month in which you terminate employment
- If you enroll in COBRA for the Health FSA, for every month you pay our Health FSA COBRA premium through the end of the plan year, your coverage end date is extended to the end of that month

You can continue to submit your claims for reimbursement using the My Health Benefits site <a href="http://www.intel.com/go/myben">http://www.intel.com/go/myben</a> by selecting the Spending Account tab.

### **Does COBRA include my Health FSA?**

If you are contributing to the Health FSA or Limited Use Health FSA in 2018, you will have the opportunity to elect Health FSA via COBRA with post tax contributions for the remainder of the year. A monthly administrative fee of 2% of your total Health FSA contribution amount will apply. For every month you pay your Health FSA COBRA premium, you extend your coverage end date to the end of that month. If you elect and pay COBRA premiums for your Health FSA or the Limited Use Health FSA through the plan year (December 31, 2018) and have funds remaining at the end of the plan year, any remaining funds, up to a maximum of \$500, will carry over to the next year. The carryover funds are available until exhausted or your COBRA coverage period ends. There is no COBRA premium for carryover funds.

**Example:** You terminate employment on January 10, 2018 with \$2,500 in your Health FSA. You may continue to use the Health FSA for eligible expenses until your active coverage ends on January 31, 2018. If you elect and pay COBRA premiums for the plan year through December 31, 2018, and have funds remaining after all expense requests have been processed for 2018, up to \$500 can be carried over for use in 2019.

### If I have a Health FSA carryover amount can I use it after my termination/retirement?

Yes. You will receive a letter from Alight, Intel's COBRA administrator, with detail about how to access your carryover funds.

### **COBRA - Medicare questions**

### Does Medicare enrollment eligibility impact COBRA coverage?

It is important you understand how Medicare impacts COBRA once you are no longer an active employee.

If you are eligible for Medicare, enroll in Medicare even if you chose to enroll in COBRA. You're not required to be enrolled in Medicare, however, there are few things to consider:

 COBRA is not considered an active employee group health plan and if you delay your Medicare while on COBRA, you could experience a Medicare premium penalty.

- 2. Medicare Part A & B become the primary payer upon the loss of your active group plan. As a result, your COBRA plan will assume you are entitled to Medicare (age 65+/disability) and coordinate benefits and coverage as such. This means your coverage through your COBRA plan will reduce plan payment to coincide with Medicare. So if you are not enrolled in Medicare Part A & B, your out-of-pocket expense will increase to include what Medicare would have otherwise paid.
- 3. If you or an eligible dependent become Medicare eligible while on COBRA, your COBRA plan will assume you are entitled to Medicare (age 65+/disability) and coordinate benefits and coverage as such (see #2 for more details).

Be sure to check with Social Security/Medicare since you may be charged a Medicare Premium penalty if you delay your Medicare enrollment. Medicare allows a delay of Medicare (Part A & B) enrollment if you are covered on an active employer group plan, either as the employee or a dependent of an employee. Again, COBRA coverage is not considered an active employer group plan. For questions about Medicare, visit <a href="www.medicare.gov">www.medicare.gov</a>, or call 1-800-MEDICARE (1-800-633-4227).

## When I contacted Social Security regarding enrollment in Medicare I was given a form that needs to be completed by my employer. How do I get the form completed?

If you have a Social Security form that needs to be completed as part of your Medicare enrollment, call the Intel Health Benefits Center at 877-466-9236 for assistance.

### **COBRA** and the Marketplace questions

### How will the Affordable Care Act impact me?

The Affordable Care Act (ACA) is complicated and the agencies responsible for implementation are issuing new guidance regularly. Beginning in 2014, the ACA made new coverage available in the Health Insurance Marketplace. In certain cases, depending on household size, income and the availability of other coverage, individuals may be eligible for lower cost coverage through the Health Insurance Marketplace. Because individual circumstances vary, Intel is not able to advise on how ACA impacts each employee but we have provided a general summary and some resources. There are online resources to assist you in understanding the ACA and your Health Insurance Marketplace coverage options at <a href="https://www.healthcare.gov/">https://www.healthcare.gov/</a> and <a href="https://kff.org/health-reform/">https://kff.org/health-reform/</a>.

**Note:** Early termination of COBRA coverage prior to the end of your COBRA coverage period, generally 18 months, is NOT considered a special enrollment event that would allow you to enroll in Marketplace coverage or another group health plan. Consult with the Marketplace in your state for complete information.

See <a href="https://www.healthcare.gov/unemployed/cobra-coverage/">https://www.healthcare.gov/unemployed/cobra-coverage/</a> for additional information.

### **COBRA & Retiree Medical/SERMA questions**

If I am retirement eligible, when will I receive my Intel Retire Health Packet? Upon your retirement you will be mailed TWO packets: 1) the COBRA notification packet and 2) Retiree Health Packet. The packets should arrive to your address on record with Intel within 2-3 weeks of your termination/retirement date.

### I am retirement eligible and enroll in COBRA, does that impact my ability to enroll in IRMP later and or utilize my 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. 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 January 1, 2014 are not eligible for SERMA.

### **Life Insurance questions**

### When does my life insurance coverage end?

Basic and supplemental life, basic and supplemental Accidental Death & Dismemberment (AD&D), spouse and child life, and dependent AD&D insurance ends on the last day of the month during which your employment with Intel ends. Business Travel Accident (BTA) insurance ends at midnight on your last day of employment.

### Do I have an option to port my life insurance coverage?

With the exception of Business Travel Accident (BTA) insurance, you may be able to convert or port any life insurance plans that you had as an active employee to individual policies within 31 days of termination. If you or your dependent dies during the 31 days in which application may be made for an individual-converted policy, the benefit will be paid in the amount of insurance that could have been converted.

If you were enrolled in the supplemental, spouse, or child life plan at the time you leave employment, you may be eligible for portable supplemental and dependent life insurance coverage, provided you apply in writing within 31 days of your termination date. For premium information and an application, contact Minnesota Life at (877) 494-1673.

### **Dependent Care Assistance Program (DCAP) questions**

### Can I use my DCAP after I terminate?

Contributions to DCAP cease with your last standard paycheck. You may submit claims for eligible expenses incurred from your coverage effective date through your coverage end date. Your coverage end date is December 31 of the year you terminate employment. You can continue to submit your claims for reimbursement using the My Health Benefits site <a href="http://www.intel.com/go/myben">http://www.intel.com/go/myben</a> by selecting the Spending Accounts tab after termination. Note: Your DCAP is funded as you contribute, so you will only be reimbursed up to the amount you have contributed to your DCAP at the time of your termination.

### **Commuter Pre-tax Benefit questions**

### How long can I use my commuter benefits?

The month in which you terminate/retire is the last month you will be able to use your commuter benefits. Most products expire and cannot be extended or exchanged. Contact Your Spending Account at (877) 466-9236 to find out additional information and details. Any credits on your account cannot be refunded to you and are forfeited if not used prior to termination.

### **Hyatt Legal Plan questions**

### Can I keep my Hyatt Legal Plan after I leave Intel?

If you terminate from Intel your coverage ends on your termination date. If you started working with an attorney and have a case number from Hyatt Legal, you can complete that case.

If you retire from Intel your coverage ends on your retirement date. Retirees have the option to port their coverage. Contact Hyatt within 30 days of your retirement date to request portability. You will receive a one-time invoice for 30 months to be paid up-front; coverage will end after 30 months.

### **Retirement Contribution questions**

### How will my Intel Retirement Plans be impacted?

The Intel 401(k) Savings Plan, Retirement Contribution Plan and Minimum Pension Plan are three separate plans. When you terminate your employment with Intel you can request a distribution as early as 30 days after you leave Intel.

Depending on the balance in your retirement plan accounts, certain distribution options may apply. To initiate a distribution, contact the Fidelity Service Center and request a distribution packet for the Plan from which you are requesting a distribution. If all or a portion of your 401(k) Savings Plan account is invested in funds in Fidelity BrokerageLink, you will be required to transfer the entire BrokerageLink balance back to the Invesco Government & Agency portfolio before your 401(k) distribution can be processed. Please seek professional tax advice and/or financial planning guidance.

You may reach the Fidelity Service Center at 888-401-7377 or TDD 800-655-0962. It is available 24 hours a day, seven days a week, with the exception of any scheduled downtime. Service Center Representatives are available Monday-Friday from 5:30 a.m. to 9 p.m. Pacific Time.

### Will Intel accelerate Retirement Contribution vesting?

Yes. If your Retirement Contribution is not 100% vested at the time you separate employment with Intel due to a separation package action, your Retirement Contribution will be accelerated to 100 percent.

### What is "accelerated vesting"?

Accelerated vesting means your discretionary Retirement Contribution provided by the company at the time of your separation will become 100 percent vested regardless of your years of service if you leave Intel. For instance, if your Retirement Contribution is 20% vested at the time of termination under the separation package, you will become 100 percent vested. 100% vesting of your Retirement Contribution means that the full value of your Retirement Contribution will be available to you for distribution. Before vesting can be accelerated, the plan must pass a nondiscrimination test. It can take up to 90 days in most cases for accelerated vesting to occur in your account and there are some circumstances in which it could take a little longer.

### What is the difference between accelerated and normal vesting?

The normal Retirement Contribution benefit vesting schedule is:

Length of Service	Percent Vested
Fewer than 2 years	0%
2 years	20%

3 years	40%
4 years	60%
5 years	80%
6+ years	100%

If the vesting is accelerated, you become 100 percent vested without regard to years of service.

### How will I know when accelerated vesting has been approved?

Accelerated vesting of your Retirement Contribution will happen automatically. No special action by you is required. Your Retirement Contribution will be updated as soon as administratively practicable, but typically up to 90 days after your last day of employment with Intel. Your Retirement Contribution vesting percentage may be viewed online at Fidelity NetBenefits at <a href="www.netbenefits.com/intel">www.netbenefits.com/intel</a>, or you can call the Fidelity Service Center at (888) 401-7377.

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

If you have a loan outstanding and you do not receive or request a distribution of your Plan account, you may pay off the balance of the loan, or you may continue to make payments directly to Fidelity in order to avoid default. To continue making loan payments directly to Fidelity via Electronic Loan Payments, visit Fidelity NetBenefits online at <a href="https://www.netbenefits.com/intel">www.netbenefits.com/intel</a> or contact the Fidelity Service Center at (888) 401-7377.

### **Separation and Release Agreement**

### What is the purpose of Intel's Separation and Release Agreement?

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

### Variable Separation Pay Based on Length of Service

### **Under what conditions will I receive Variable Separation Pay?**

In order to receive Variable Separation Pay you must accept all the terms contained within the Agreement, as well as continue to meet the qualifications for severance benefits, and not revoke the Agreement (if applicable). If you become disqualified from receiving Variable Separation Pay, the signed Agreement will be void.

### **ADDITIONAL RESOURCES**

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

Information, resources, and services for former employees and their families is available at <a href="http://www.intel.com/content/www/us/en/employee/intel-employee-portal.html?wapkw=former+employees">http://www.intel.com/content/www/us/en/employee/intel-employee-portal.html?wapkw=former+employees</a>. Please bookmark this link.

### **Benefits Contact List**

Sheltered Employee Retirement Plan (401K, Profit Sharing, Pension)	Fidelity investments www.netbenefits.com/intel (member #11BCMA000094)	(888) 401-SERP (7377)
Flexible Spending Accounts / Dependent Care Assistance Program (DCAP)	Intel Health Benefits Center <u>www.lntel.com/go/myben</u> - My Health Benefits	(877) <u>GoMyBen</u> (466-9236)
Health Benefits Center	www.intel.com/go/myben	(877) 466-9236
Life insurance coverage or claims	Minnesota Life	(877) 494-1673
Questions about HR data. pay. bonuses, hiring, and relocation	Get HR Help Call Center From Circuit search for Get HR Help	(800)238-0486
Stock Options, Restricted Stock units (RSUs) and ESPP share transactions	E*TRADE https://us.etrade.com/home/welcome-back	800-838-0908
	UBS (Intel's Former Stock Administrator) <a href="https://onesource.ubs.com/CEFSWebApp/callpage.do?bookCode=INTC&amp;page=login_header_new">https://onesource.ubs.com/CEFSWebApp/callpage.do?bookCode=INTC&amp;page=login_header_new</a>	(866) 785-4682
Employee Stock Purchase Plan (ESPP) enrollment	From Circuit search for ESPP	
Leave of Absence, Disability, and Workers' Compensation administration	Reed Group, Ltd. <u>www.intel.com/go/myben</u> - Leave of Absence	(866) 532-5664
MetLife	MetLife Customer Service	(877) 770-4638
If you need assistance in submitting your expenses or if you have questions regarding Concur expense	My Expenses (call your local TAC number) From Circuit search for Concur	Ext. 1234
Questions regarding your Corporate Travel Card	Corporate Travel Card (American Express)	(800) 528-2122
Book domestic or international reservations. Obtain a copy of your itinerary for trip or reimbursement purposes	Intel Travel (American Express Corporate Travel)	(888) 543-5892
For help in preparing for your trip or dealing with emergencies while traveling worldwide	Emergency Travel Assistance (international SOS) <u>www.internationalsos.com</u> (member #11BCMA000094)	(215) 701-2939 (866) 868-2853

### 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 October 1, 2017.

### **ELIGIBILITY AND PARTICIPATION**

**Eligible Employee.** Only U.S. full-time and part-time employees (except for Intel Contract Employees and interns) of Intel Corporation ("Intel") or an affiliate or subsidiary of Intel Corporation that participates in the Plan may be eligible to become a Participant ("Eligible Employee") subject to the requirements for participation. Intel Contract Employees and interns are not eligible for the Plan. (Intel and the other employers participating in the Plan are hereafter referred to as the "Employer.") 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) 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
- (2) being notified of a termination and provided a Package (as defined below) 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 determined by 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 associated benefits including cash severance benefits under the Plan that may be offered to Eligible Employees who experience an Employment Termination Date under a Voluntary Separation Program or a Separation Program. An Eligible Employee's 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 (i) be eligible for more than one Package in connection with a termination of employment, or (ii) be eligible for a Package if he or she is eligible for severance benefits under an individually negotiated employment contract or agreement with

the Employer relating to severance benefits or under a separate employee benefit plan or policy of the Employer as determined by the Employer in its sole discretion.

**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 lose eligibility for Plan benefits if any of the following events occur:

- The Participant is offered a Comparable Job (as defined below) or commences any other position with Intel or any 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.
- The Participant terminates employment with the Employer before the Participant's Employment Termination Date under the Plan, 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 an affiliate of the Employer.
- The Participant has executed an individually negotiated employment contract or agreement with the Employer relating to severance benefits 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 such individually negotiated employment contract or agreement, 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.

For purposes of the Plan, the term "Comparable Job" means any job with the Employer that requires similar skills, is an equivalent grade, has the same base pay, and is on the same site as the Eligible Employee's eliminated job or within 50 miles of that site. Any job that involves a shift change is considered a Comparable Job, except when the new shift is a change from nights to days or days to nights. The Employer has sole discretion to determine whether a job is a Comparable Job for purposes of the Plan.

**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 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, 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 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 John McKimmey at <a href="https://www.workforce.transition.services.gam@intel.com">workforce.transition.services.gam@intel.com</a>.

Intel has the right to amend the provisions of the Plan either prospectively or retroactively 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.

### **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 John McKimmey, 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:

Corporate People Movement Management Review Committee Attention: John McKimmey Intel Corporation, OC2-257 85248 Dobson Road 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.

John McKimmey, 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:

Corporate People Movement Management Review Committee Attention: John McKimmey Intel Corporation, OC2-257 85248 Dobson Road 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 October 1, 2017, and applies solely to offers of a Package on or after October 1, 2017.
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 Corporate People Movement Management Review Committee Attention: John McKimmey Intel Corporation, OC2-257 85248 Dobson Road 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 employer affiliated with Intel Corporation that elects to participate in the Plan with the approval of the Plan Administrator and any successor thereof that adopts 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 Corporate People Movement Management Review Committee of Intel Corporation which is responsible for the administration of the Plan.

Communications addressed to the Plan Administrator should be addressed to: Corporate People Movement Management Review Committee Attention: John McKimmey Intel Corporation, OC2-257 85248 Dobson Road Chandler, AZ 85248 Email: workforce.transition.services.gam@intel.com The Plan Administrator has the sole discretion, authority and responsibility to make all factual and legal determinations under the Plan. This includes interpreting and construing the Plan document and any ambiguous or unclear terms within the Plan document and determining whether an employee is eligible for benefits under the Plan and the amount of the benefits, if any, an employee is entitled to receive. The Plan Administrator's decisions are conclusive and binding on all parties. **Service of Legal Process** Service of legal process may be made upon the General Counsel of Intel Corporation at the following address: General Counsel Intel Corporation 2200 Mission College Blvd. Santa Clara, CA 95054 Service of legal process may also be made upon the Plan Administrator.