



# EMPLOYEE SEPARATION AND RELEASE AGREEMENT

## PURPOSE:

This agreement is intended to record the terms of your departure from Intel and act as a settlement of any claims you have or may have in connection with your employment or its termination or otherwise against Intel or any group company (including its employees) ('Intel'). You are expected to read this agreement carefully and ensure you understand what you are entering into before signing.

## SECTION 1: Exit Details

- 1.1 **Exit Date:** Your employment with us shall terminate by mutual agreement on the date set out in the notification letter provided to you separately ('Exit Date'). This mutual termination complies with the relevant applicable laws.
- 1.2 **Salary:** You will receive your basic salary and other contractual benefits, including a payment in respect of any outstanding annual leave (if applicable), up to and including the Exit Date.
- 1.3 **Separation Package:** Subject to you complying with the terms of this agreement and in consideration for entering into the terms of this agreement (including the release and waiver of claims) we will:
  - (a) pay you a Severance Payment, as per the country separation matrix shared with you separately,
  - (b) pay you a lump sum equivalent to 9 weeks' base pay in lieu of the redeployment pool period,
  - (c) where you are eligible for an annual performance bonus (APB), pay you a pro-rated annual performance bonus. The APB will be paid out based on the actual results of the APB formula and goals, prorated based on the number of calendar months in the APB year completed at the Exit Date (round up to the whole month) and paid at the normal payout date following end of the APB year,
  - (d) where you are eligible for commissions, pay you final commission payments in accordance with the terms and conditions of the relevant Commission Plan,
  - (e) any other contractual payments that may be due under the law, and
  - (f) provide outplacement counselling services by Intel's chosen supplier. Intel will bear the costs of this service as per the standard package agreed with the chosen supplier.
- 1.4 **Tax:** The Severance Payment is a gross amount. The Severance Payment, your salary and the benefits will be subject to applicable taxes and other deductions required by law. If there are any further taxes, other payments, or penalties to be paid on these or other income received during your employment then this shall be your responsibility and you agree to reimburse Intel for any such additional amounts paid by Intel.
- 1.5 **Severance Estimate & Deductions:** You acknowledge that any estimate provided to you of your Severance Payment is an estimate only and is not relied upon for entering into this agreement. Such an estimate may vary depending on your employment conditions, as set out in the estimate, and your Severance Payment will be fully calculated on exit. In line with this, it is agreed that any sums owed to Intel (including but not limited to recoverable draw, loans, advances, training costs, cost of company property that is not returned, and any personal expense balances incurred on a corporate credit card) will be deducted from your final salary or Severance Payment. The balance will be paid to you by no later than the one full payroll cycle following the

Exit Date.

## SECTION 2: Agreed Terms

- 2.1 **Release and Waiver:** You agree to waive, release and discharge Intel, as well as their respective directors, officers and employees from all claims, rights or demands, whether existing now or in the future, anywhere in the world, which shall include any claims, rights or demands relating to the salary/wages, severance, compensation for wrongful termination, pay in lieu of notice, unused annual leave compensation, bonuses, allowances, stipends, commissions, equity incentives, other benefits, business expenses reimbursement, overtime payment, statutory payments, non-compete compensation, training fees, other compensation, payments or entitlements under law or contract etc.
- 2.2 **Agreement not to sue:** You agree, notwithstanding any legal right to bring a claim, not to sue or bring any arbitral or legal proceedings or complaints against Intel. You agree if you pursue any claim against Intel, it constitutes a breach of this Agreement.
- 2.3 **No further entitlements:** Except for the payments and benefits in this agreement or as notified to you separately in writing by us, you agree you are not entitled to any further payments or benefits from Intel.
- 2.4 **Transition Period and Handover:** Following notification, and until Exit Date, you will co-operate in an effective handover of your work and responsibilities as directed, including such other duties as assigned to you. Further, you will continue to conduct yourself with professionalism and integrity up to the Exit Date.
- 2.5 **Company Property:** You will on or before the Exit Date, return to Intel all confidential information; property (laptop, phone, other IT equipment, ID badge, keys etc.) belonging to Intel (in good condition); and all documents and copies (whether written, printed, electronic, recorded or otherwise) made or acquired during your employment relating to our business or our customers, partners or suppliers, and shall not retain any copies of the same upon the cessation of your employment with Intel.
- 2.6 **Co-operation:** You agree, after the Exit Date, if necessary, to make yourself available to, and co-operate with, us in any internal investigation or external proceedings. This could involve providing information, preparing a witness statement, and giving evidence in person on behalf of Intel.
- 2.7 **Non-Solicitation:** You agree that for 12 months following the Exit Date, you will not either for yourself or for any other person or entity (i) directly or indirectly, or attempt to, solicit, induce, recruit or encourage any employees of Intel or its related entities to leave their employment; or (ii) directly or indirectly solicit the business of any client or customer of Intel, or directly or indirectly induce or influence the clients, customers or suppliers of Intel for them to restrict or cancel the business relationship with Intel.
- 2.8 **Trade Secrets:** During your employment you have acquired knowledge or had access to trade secrets and confidential or other proprietary information of Intel, its customers and/or of third parties ("Intel Confidential Information"), including but not limited to information in whatever form (written, oral, visual or electronic form) relating to the business, product specifications, products and product roadmaps, customer lists or contact names, contracts or agreements, affairs and finances, process specifications, intellectual property, technical data and know-how, drawings, manuals, masks, diagnostic tools, software diagnostics, virus routines, network analysis, spare parts lists, relating to the business of Intel, its customers and/or third parties, whether or not such information is marked confidential. You agree not to use or disclose any Intel Confidential Information without the prior written permission of Intel.
- 2.9 **Derogatory Statement:** You agree not to make any adverse or derogatory comment in any form about Intel now and after the Exit Date; and you agree not to do anything which may bring Intel into disrepute.
- 2.10 **Warranties:** You warrant:

- You are entering into the agreement under your own free will and choosing,
- You will honor the continuing obligations as set out under your offer letter and employment agreement,
- You do not have any claim against us and not aware of any facts or circumstances that may give rise to any claim against us or our employees in the future,
- You have not submitted any complaint or claim against Intel with any third party,
- You will not make any public statement to any third party, including the media, about this separation, Intel's business or actions taken by Intel,
- There are no circumstances of which you are aware or ought reasonably to be aware that would amount to a repudiatory breach by you of any express or implied term of your contract of employment that would entitle (or would have entitled) us to terminate your employment for misconduct,
- You have / will erase irretrievably any information relating to the business of Intel from computers, and communications systems, devices, and any magnetic or optical disk or memory device owned or used by you outside of Intel, including any system or data storage service provided by a third party,

You acknowledge we acted in reliance of these warranties when entering into this agreement and agreeing to provide you with the Separation Package.

- 2.11 **Cancellation:** If you accept an internal transfer to a new job within the Intel group of companies you agree and accept that you will no longer be entitled to the Separation Package set out in this agreement and this agreement will be deemed cancelled at the time of accepting an internal job offer. If any or the entire portion of the Separation Package has been paid to you at the time of accepting the internal job offer, you will notify Intel HR and repay the Separation Package paid to you before the date of commencement of the new job, including any tax amount that was deducted on the same. Subject to applicable local laws, Intel will not adjust your wage statements, income tax withholding statements to reflect the said repayment. For the avoidance of doubt, your new job will not commence until you repay the Separation Package paid to you.
- 2.12 **Dismissal:** You agree if your employment is terminated by Intel on the grounds of misconduct prior to the Exit Date, you will no longer be entitled to the Separation Package and this agreement will be cancelled.
- 2.13 **Breach of these terms:** If you breach any of the terms of this agreement, Intel is under no obligation to provide to you the Separation Package and you must repay to Intel an amount equal to the Separation Package (excluding any statutory entitlements). If you fail to repay, Intel will have the right to enforce this agreement and recover any amounts paid above your statutory entitlements.
- 2.14 **Set Off:** You agree if you pursue any claim against Intel, Intel shall have the right to set off any monies awarded to you against the Separation Package value under this agreement and you shall also be liable to reimburse Intel for all legal and other fees incurred as a result.
- 2.15 **Rehire to Intel or any Intel Subsidiary:** You agree that if you accept an offer from Intel or any Intel subsidiary within twelve (12) months after your Exit Date, you will notify Intel HR and repay a portion of the Separation Package including any tax amount that was deducted on the same. Subject to applicable local laws, Intel will not adjust your wage statements, income tax withholding statements to reflect the said repayment. In the event you accept the offer, you must inform Intel HR that you have signed a Separation and Release Agreement that requires you to repay a portion of the Separation Package. The repayment amount is as set out in the GAR Separation Program Guide. This is subject to change and the repayment amount will be calculated based on the repayment rules at the time you accept an offer from Intel. For the avoidance of doubt, your new job will not commence until you settle the repayment amount in full or enter into an agreement for repayment.
- 2.16 **Confidentiality:** You agree to keep the terms of this agreement and the details of the Separation Package confidential. Apart from your family and legal advisers, you will not share this with any other person and

will not disclose it to any Intel employee or former employee.

2.17 **Severability:** If any provision (or part of any provision) of this agreement is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this agreement will not be affected.

**SECTION 3: Agreement and Signature**

I confirm the information supplied above, including the section on exit details, is true and correct. I voluntarily agree to the terms set out above and intend this agreement to be an effective settlement and waiver of any claims I may have against Intel and as such the Intel may enforce this agreement against me. I acknowledge there is a risk that, after signing, I may learn information that might have affected my decision to enter into this agreement. I assume this risk and agree that this release is fairly and knowingly made.

Signed by:

Jatin Bhateja

AE864241A9504DA...

Signature

Jatin Bhateja

Print Name

11846689

WWID

900277706941

Government ID / Passport Number

6/26/2025

Date Signed