

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended July 1, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number **001-07882**

AMD
ADVANCED MICRO DEVICES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

94-1692300
(I.R.S. Employer Identification No.)

2485 Augustine Drive
Santa Clara, California 95054
(Address of principal executive offices)

(408) 749-4000
Registrant's telephone number, including area code

N/A
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	AMD	The Nasdaq Global Select Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 (the Exchange Act) during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer

Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. "

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of the registrant's common stock, \$0.01 par value, as of July 28, 2023: 1,615,671,380

INDEX

	<u>Page No.</u>
	Part I Financial Information
Item 1	Condensed Consolidated Financial Statements (Unaudited) 3 Condensed Consolidated Statements of Operations 4 Condensed Consolidated Statements of Comprehensive Income (Loss) 4 Condensed Consolidated Balance Sheets 5 Condensed Consolidated Statements of Cash Flows 6 Condensed Consolidated Statements of Stockholders' Equity 8 Notes to Condensed Consolidated Financial Statements 9
Item 2	Management's Discussion and Analysis of Financial Condition and Results of Operations 21
Item 3	Quantitative and Qualitative Disclosures about Market Risk 29
Item 4	Controls and Procedures 29
	Part II Other Information
Item 1	Legal Proceedings 30
Item 1A	Risk Factors 30
Item 2	Unregistered Sales of Equity Securities and Use of Proceeds 52
Item 6	Exhibits 53
Signature	54

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

	Advanced Micro Devices, Inc. Condensed Consolidated Statements of Operations (Unaudited)			
	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
(In millions, except per share amounts)				
Net revenue	\$ 5,359	\$ 6,550	\$ 10,712	\$ 12,437
Cost of sales	2,704	3,115	5,393	5,998
Amortization of acquisition-related intangibles	212	407	517	593
Total cost of sales	<u>2,916</u>	<u>3,522</u>	<u>5,910</u>	<u>6,591</u>
Gross profit	2,443	3,028	4,802	5,846
Research and development	1,443	1,300	2,854	2,360
Marketing, general and administrative	547	592	1,132	1,189
Amortization of acquisition-related intangibles	481	616	999	909
Licensing gain	(8)	(6)	(18)	(89)
Operating income (loss)	<u>(20)</u>	<u>526</u>	<u>(165)</u>	<u>1,477</u>
Interest expense	(28)	(25)	(53)	(38)
Other income (expense), net	46	(4)	89	(46)
Income (loss) before income taxes and equity income	<u>(2)</u>	<u>497</u>	<u>(129)</u>	<u>1,393</u>
Income tax provision (benefit)	(23)	54	(10)	167
Equity income in investee	6	4	7	7
Net income (loss)	<u>\$ 27</u>	<u>\$ 447</u>	<u>\$ (112)</u>	<u>\$ 1,233</u>
Earnings (loss) per share				
Basic	\$ 0.02	\$ 0.28	\$ (0.07)	\$ 0.82
Diluted	\$ 0.02	\$ 0.27	\$ (0.07)	\$ 0.81
Shares used in per share calculation				
Basic	1,612	1,618	1,612	1,506
Diluted	1,627	1,632	1,612	1,521

See accompanying notes.

Advanced Micro Devices, Inc.
Condensed Consolidated Statements of Comprehensive Income (Loss)
(Unaudited)

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
(In millions)				
Net income (loss)	\$ 27	\$ 447	\$ (112)	\$ 1,233
Other comprehensive income (loss), net of tax:				
Net change in unrealized gains on cash flow hedges	(11)	(31)	9	(30)
Total comprehensive income (loss)	<u>\$ 16</u>	<u>\$ 416</u>	<u>\$ (103)</u>	<u>\$ 1,203</u>

See accompanying notes.

Advanced Micro Devices, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

	July 1, 2023	December 31, 2022
	(In millions, except par value amounts)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,841	\$ 4,835
Short-term investments	2,444	1,020
Accounts receivable, net	4,312	4,126
Inventories	4,567	3,771
Receivables from related parties	2	2
Prepaid expenses and other current assets	1,339	1,265
Total current assets	<u>16,505</u>	<u>15,019</u>
Property and equipment, net	1,541	1,513
Operating lease right-of-use assets	461	460
Goodwill	24,177	24,177
Acquisition-related intangibles, net	22,598	24,118
Investment: equity method	90	83
Deferred tax assets	68	58
Other non-current assets	2,527	2,152
Total assets	<u>\$ 67,967</u>	<u>\$ 67,580</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 2,779	\$ 2,493
Payables to related parties	313	463
Accrued liabilities	2,971	3,077
Current portion of long-term debt, net	753	—
Other current liabilities	756	336
Total current liabilities	<u>7,572</u>	<u>6,369</u>
Long-term debt	1,714	2,467
Long-term operating lease liabilities	393	396
Deferred tax liabilities	1,365	1,934
Other long-term liabilities	1,787	1,664
Commitments and Contingencies (See Note 12)		
Stockholders' equity:		
Capital stock:		
Common stock, par value \$0.01; shares authorized: 2,250; shares issued: 1,651 and 1,645; shares outstanding: 1,614 and 1,612	16	16
Additional paid-in capital	58,825	58,005
Treasury stock, at cost (shares held: 37 and 33)	(3,430)	(3,099)
Accumulated deficit	(243)	(131)
Accumulated other comprehensive loss	(32)	(41)
Total stockholders' equity	<u>55,136</u>	<u>54,750</u>
Total liabilities and stockholders' equity	<u>\$ 67,967</u>	<u>\$ 67,580</u>

See accompanying notes.

Advanced Micro Devices, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

	Six Months Ended	
	July 1, 2023	June 25, 2022
	(In millions)	
Cash flows from operating activities:		
Net income (loss)	\$ (112)	\$ 1,233
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	1,831	1,789
Stock-based compensation	657	491
Amortization of operating lease right-of-use assets	48	40
Amortization of inventory fair value adjustment	3	185
Loss on sale or disposal of property and equipment	7	15
Deferred income taxes	(582)	(618)
Losses on equity investments, net	2	54
Other	(20)	(4)
Changes in operating assets and liabilities		
Accounts receivable, net	(186)	(1,016)
Inventories	(796)	(274)
Receivables from related parties	—	(1)
Prepaid expenses and other assets	(237)	(237)
Payables to related parties	(150)	277
Accounts payable	309	28
Accrued and other liabilities	91	71
Net cash provided by operating activities	<u>865</u>	<u>2,033</u>
Cash flows from investing activities:		
Purchases of property and equipment	(283)	(203)
Purchases of short-term investments	(2,816)	(620)
Proceeds from maturity of short-term investments	1,171	2,248
Proceeds from sale of short-term investments	248	1
Cash received from acquisition of Xilinx	—	2,366
Acquisition of Pensando, net of cash acquired	—	(1,558)
Other	5	(4)
Net cash provided by (used in) investing activities	<u>(1,675)</u>	<u>2,230</u>
Cash flows from financing activities:		
Proceeds from debt, net of issuance costs	—	991
Proceeds from sales of common stock through employee equity plans	144	78
Repurchases of common stock	(241)	(2,835)
Common stock repurchases for tax withholding on employee equity plans	(87)	(66)
Other	—	(2)
Net cash used in financing activities	<u>(184)</u>	<u>(1,834)</u>
Net increase (decrease) in cash and cash equivalents	<u>(994)</u>	<u>2,429</u>
Cash and cash equivalents at beginning of period	<u>4,835</u>	<u>2,535</u>
Cash and cash equivalents at end of period	<u>\$ 3,841</u>	<u>\$ 4,964</u>

Advanced Micro Devices, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

	Six Months Ended	
	July 1, 2023	June 25, 2022
	(In millions)	
Supplemental cash flow information:		
Cash paid for taxes, net of refunds	\$ 46	\$ 544
Non-cash investing and financing activities:		
Purchases of property and equipment, accrued but not paid	\$ 99	\$ 149
Issuance of common stock and treasury stock for the acquisition of Xilinx	\$ —	\$ 48,514
Fair value of replacement share-based awards related to acquisition of Xilinx	\$ —	\$ 275
Non-cash activities for leases:		
Operating lease right-of-use assets acquired by assuming related liabilities	\$ 50	\$ 87

See accompanying notes.

Advanced Micro Devices
Condensed Consolidated Statements of Stockholders' Equity
(Uaudited)

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
(In millions)				
Capital stock:				
Common stock, par value				
Balance, beginning of period	\$ 16	\$ 16	\$ 16	\$ 12
Issuance of common stock as consideration for acquisition	—	—	—	4
Balance, end of period	<u>\$ 16</u>	<u>\$ 16</u>	<u>\$ 16</u>	<u>\$ 16</u>
Additional paid-in capital				
Balance, beginning of period	\$ 58,331	\$ 56,925	\$ 58,005	\$ 11,069
Common stock issued under employee equity plans	145	76	149	78
Stock-based compensation	348	292	657	491
Issuance of common stock to settle convertible debt	1	—	1	—
Issuance of common stock as consideration for acquisition	—	—	—	45,372
Fair value of replacement share-based awards related to acquisition	—	—	—	275
Issuance of common stock warrants	—	4	13	12
Balance, end of period	<u>\$ 58,825</u>	<u>\$ 57,297</u>	<u>\$ 58,825</u>	<u>\$ 57,297</u>
Treasury stock				
Balance, beginning of period	\$ (3,362)	\$ (941)	\$ (3,099)	\$ (2,130)
Repurchases of common stock	—	(921)	(241)	(2,835)
Common stock repurchases for tax withholding on employee equity plans	(68)	(31)	(90)	(66)
Reissuance of treasury stock as consideration for acquisition	—	—	—	3,138
Balance, end of period	<u>\$ (3,430)</u>	<u>\$ (1,893)</u>	<u>\$ (3,430)</u>	<u>\$ (1,893)</u>
Accumulated deficit:				
Balance, beginning of period	\$ (270)	\$ (665)	\$ (131)	\$ (1,451)
Net income (loss)	27	447	(112)	1,233
Balance, end of period	<u>\$ (243)</u>	<u>\$ (218)</u>	<u>\$ (243)</u>	<u>\$ (218)</u>
Accumulated other comprehensive income (loss):				
Balance, beginning of period	\$ (21)	\$ (2)	\$ (41)	\$ (3)
Other comprehensive income (loss)	(11)	(31)	9	(30)
Balance, end of period	<u>\$ (32)</u>	<u>\$ (33)</u>	<u>\$ (32)</u>	<u>\$ (33)</u>
Total stockholders' equity	<u>\$ 55,136</u>	<u>\$ 55,169</u>	<u>\$ 55,136</u>	<u>\$ 55,169</u>

See accompanying notes.

**Notes to Condensed Consolidated Financial Statements
(Unaudited)**

NOTE 1 – The Company

Advanced Micro Devices, Inc. is a global semiconductor company. References herein to AMD or the Company mean Advanced Micro Devices, Inc. and its consolidated subsidiaries. AMD's products include x86 microprocessors (CPUs) and graphics processing units (GPUs), as standalone devices or as incorporated into accelerated processing units (APUs), chipsets, data center and professional GPUs, embedded processors, semi-custom System-on-Chip (SoC) products, microprocessor and SoC development services and technology, data processing units (DPUs), Field Programmable Gate Arrays (FPGAs), and Adaptive SoC products. From time to time, the Company may also sell or license portions of its intellectual property (IP) portfolio.

NOTE 2 – Basis of Presentation and Significant Accounting Policies

Basis of Presentation. The accompanying unaudited condensed consolidated financial statements of AMD have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. The results of operations for the three and six months ended July 1, 2023 shown in this report are not necessarily indicative of results to be expected for the full year ending December 30, 2023 or any other future period. In the opinion of the Company's management, the information contained herein reflects all adjustments necessary for a fair presentation of the Company's results of operations, financial position, cash flows and stockholders' equity. All such adjustments are of a normal, recurring nature. The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022. Certain immaterial prior period amounts have been reclassified to conform to current period presentation.

The Company uses a 52- or 53-week fiscal year ending on the last Saturday in December. The three and six months ended July 1, 2023 and June 25, 2022 each consisted of 13 and 26 weeks, respectively.

Use of Estimates. The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of commitments and contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results are likely to differ from those estimates, and such differences may be material to the financial statements. Areas where management uses judgment include, but are not limited to, revenue allowances, inventory valuation, valuation of goodwill and long-lived assets, and income taxes.

Significant Accounting Policies. There have been no material changes to the Company's significant accounting policies in Note 2 - Basis of Presentation and Significant Accounting Policies, of the Notes to Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

NOTE 3 – Supplemental Financial Statement Information

Accounts Receivable, net

As of July 1, 2023 and December 31, 2022, Accounts receivable, net included unbilled accounts receivable of \$1.3 billion and \$1.1 billion, respectively. Unbilled accounts receivable primarily represents work completed on development services and on custom products for which revenue has been recognized but not yet invoiced. All unbilled accounts receivable are expected to be billed and collected within 12 months.

Inventories		July 1, 2023	December 31, 2022
		(In millions)	
Raw materials		\$ 154	\$ 231
Work in process		3,470	2,648
Finished goods		943	892
Total inventories		\$ 4,567	\$ 3,771

Prepaid Expenses and Other Current Assets	July 1, 2023	December 31, 2022
	(In millions)	
Prepaid supply agreements	\$ 842	\$ 673
Other	497	592
Total prepaid expenses and other current assets	\$ 1,339	\$ 1,265

Prepaid supply agreements relate to the short-term portion of payments made to vendors to secure long-term supply capacity.

Property and Equipment, net	July 1, 2023	December 31, 2022
	(In millions)	
Land	\$ 120	\$ 120
Building and leasehold improvements	675	594
Equipment	2,216	2,163
Construction in progress	212	143
Property and equipment, gross	3,223	3,020
Accumulated depreciation	(1,682)	(1,507)
Total property and equipment, net	\$ 1,541	\$ 1,513

Accrued Liabilities	July 1, 2023	December 31, 2022
	(In millions)	
Accrued marketing programs	\$ 752	\$ 876
Accrued compensation and benefits	643	701
Customer program liabilities	848	859
Other accrued liabilities	728	641
Total accrued liabilities	\$ 2,971	\$ 3,077

Other Current Liabilities	July 1, 2023	December 31, 2022
	(In millions)	
Tax liabilities	\$ 635	\$ 156
Other current liabilities	121	180
Total other current liabilities	\$ 756	\$ 336

Revenue

Revenue allocated to remaining performance obligations that are unsatisfied (or partially unsatisfied) include amounts received from customers and amounts that will be invoiced and recognized as revenue in future periods for development services, IP licensing and product revenue. As of July 1, 2023, the aggregate transaction price allocated to remaining performance obligations under contracts with an original expected duration of more than one year was \$274 million, of which \$199 million is expected to be recognized in the next 12 months. The revenue allocated to remaining performance obligations does not include amounts which have an original expected duration of one year or less.

Revenue recognized over time associated with custom products and development services accounted for 27% and 28% of the Company's revenue for the three and six months ended July 1, 2023, respectively and 20% and 21% of the Company's revenue for the three and six months ended June 25, 2022, respectively.

NOTE 4 – Segment Reporting

Management, including the Chief Operating Decision Maker (CODM), who is the Company's Chief Executive Officer, reviews and assesses operating performance using segment net revenue and operating income (loss). These performance measures include the allocation of expenses to the reportable segments based on management's judgment.

The Company's four reportable segments are:

- the Data Center segment, which primarily includes server microprocessors (CPUs) and graphics processing units (GPUs), data processing units (DPUs), Field Programmable Gate Arrays (FPGAs) and Adaptive System-on-Chip (SoC) products for data centers;
- the Client segment, which primarily includes CPUs, accelerated processing units (APUs) that integrate CPUs and GPUs, and chipsets for desktop and notebook personal computers;
- the Gaming segment, which primarily includes discrete GPUs, semi-custom SoC products and development services; and
- the Embedded segment, which primarily includes embedded CPUs and GPUs, APUs, FPGAs and Adaptive SoC products.

From time to time, the Company may also sell or license portions of its IP portfolio.

In addition to these reportable segments, the Company has an All Other category, which is not a reportable segment. This category primarily includes certain expenses and credits that are not allocated to any of the reportable segments because the CODM does not consider these expenses and credits in evaluating the performance of the reportable segments. This category primarily includes amortization of acquisition-related intangibles, employee stock-based compensation expense, acquisition-related costs and licensing gain. Acquisition-related costs primarily include transaction costs, depreciation related to the Xilinx, Inc. (Xilinx) fixed assets fair value step-up adjustment, certain compensation charges, and contract termination costs.

The following table provides a summary of net revenue and operating income by segment:

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
	(In millions)			
Net revenue:				
Data Center	\$ 1,321	\$ 1,486	\$ 2,616	\$ 2,779
Client	998	2,152	1,737	4,276
Gaming	1,581	1,655	3,338	3,530
Embedded	1,459	1,257	3,021	1,852
Total net revenue	<u>\$ 5,359</u>	<u>\$ 6,550</u>	<u>\$ 10,712</u>	<u>\$ 12,437</u>
Operating income (loss):				
Data Center	\$ 147	\$ 472	\$ 295	\$ 899
Client	(69)	676	(241)	1,368
Gaming	225	187	539	545
Embedded	757	641	1,555	918
All Other ⁽¹⁾	(1,080)	(1,450)	(2,313)	(2,253)
Total operating income (loss)	<u>\$ (20)</u>	<u>\$ 526</u>	<u>\$ (165)</u>	<u>\$ 1,477</u>

(1) For the three and six months ended July 1, 2023, all other operating losses primarily included \$693 million and \$1.5 billion of amortization of acquisition-related intangibles, \$348 million and \$657 million of stock-based compensation expense and \$34 million and \$145 million of acquisition-related costs, respectively.

For the three and six months ended June 25, 2022, all other operating losses primarily included \$1.0 billion and \$1.5 billion of amortization of acquisition-related intangibles, \$292 million and \$491 million of stock-based compensation expense and \$141 million and \$349 million of acquisition-related costs, respectively.

NOTE 5 – Acquisition-related Intangible Assets and Goodwill

Xilinx Acquisition

On February 14, 2022, the Company completed the acquisition of Xilinx for a total purchase consideration of \$48.8 billion. The Company allocated the purchase price to \$27.3 billion of identified intangible assets and \$1.3 billion of net liabilities, with the excess purchase price of \$22.8 billion recorded as goodwill.

Pensando Acquisition

On May 26, 2022, the Company completed the acquisition of Pensando Systems, Inc. (Pensando) for a total purchase consideration of \$1.7 billion. The Company allocated the purchase price to \$349 million of identified intangible assets and \$208 million of other net assets, with the excess purchase price of \$1.1 billion recorded as goodwill.

Acquisition-related Intangible Assets

Acquisition-related intangibles were as follows:

	July 1, 2023			December 31, 2022		
	Gross Carrying Amount (In millions)	Accumulated Amortization (In millions)	Net Carrying Amount (In millions)	Gross Carrying Amount (In millions)	Accumulated Amortization (In millions)	Net Carrying Amount (In millions)
Developed technology	\$ 12,360	\$ (1,157)	\$ 11,203	\$ 12,360	\$ (738)	\$ 11,622
Customer relationships	12,324	(2,925)	9,399	12,324	(1,973)	10,351
Customer backlog	809	(809)	—	809	(712)	97
Corporate trade name	65	(65)	—	65	(57)	8
Product trademarks	914	(108)	806	914	(68)	846
Identified intangible assets subject to amortization	26,472	(5,064)	21,408	26,472	(3,548)	22,924
IPR&D not subject to amortization	1,190	—	1,190	1,194	—	1,194
Total acquisition-related intangible assets	<u>\$ 27,662</u>	<u>\$ (5,064)</u>	<u>\$ 22,598</u>	<u>\$ 27,666</u>	<u>\$ (3,548)</u>	<u>\$ 24,118</u>

Acquisition-related intangible amortization expense was \$693 million and \$1.5 billion for the three and six months ended July 1, 2023, respectively.

Acquisition-related intangible amortization expense was \$1.0 billion and \$1.5 billion for the three and six months ended June 25, 2022, respectively.

Based on the carrying value of acquisition-related intangibles recorded as of July 1, 2023, and assuming no subsequent impairment of the underlying assets, the estimated annual amortization expense for acquisition-related intangibles is expected to be as follows:

Fiscal Year	(In millions)
Remainder of 2023	\$ 1,288
2024	2,286
2025	2,061
2026	1,951
2027	1,844
2028 and thereafter	11,978
Total	\$ 21,408

NOTE 6 – Related Parties — Equity Joint Ventures**ATMP Joint Ventures**

The Company holds a 15% equity interest in two joint ventures (collectively, the ATMP JV) with affiliates of Tongfu Microelectronics Co., Ltd, a Chinese joint stock company. The Company has no obligation to fund the ATMP JV. The Company accounts for its equity interests in the ATMP JV under the equity method of accounting due to its significant influence over the ATMP JV.

The ATMP JV provides assembly, testing, marking and packaging (ATMP) services to the Company. The Company assists the ATMP JV in its management of certain raw material inventory. The purchases from and resales to the ATMP JV of inventory under the Company's inventory management program are reported within purchases and resales with the ATMP JV and do not impact the Company's condensed consolidated statements of operations.

The Company's purchases from the ATMP JV during the three and six months ended July 1, 2023 amounted to \$412 million and \$779 million, respectively. The Company's purchases from the ATMP JV during the three and six months ended June 25, 2022 amounted to \$407 million and \$755 million, respectively. As of July 1, 2023 and December 31, 2022, the amounts payable to the ATMP JV were \$313 million and \$463 million, respectively, and are included in Payables to related parties on the Company's condensed consolidated balance sheets. The Company's resales to the ATMP JV during the three and six months ended July 1, 2023 amounted to \$1 million and \$3 million, respectively. The Company's resales to the ATMP JV during the three and six months ended June 25, 2022 amounted to \$4 million and \$8 million, respectively. As of both July 1, 2023 and December 31, 2022, the Company had receivables from the ATMP JV of \$2 million, included in Receivables from related parties on the Company's condensed consolidated balance sheets.

During the three and six months ended July 1, 2023, the Company recorded a gain of \$6 million and \$7 million, respectively, in Equity income in investee on its condensed consolidated statements of operations. During the three and six months ended June 25, 2022, the Company recorded a gain of \$4 million and \$7 million, respectively, in Equity income in investee on its condensed consolidated statements of operations. As of July 1, 2023 and December 31, 2022, the carrying value of the Company's investment in the ATMP JV was \$90 million and \$83 million, respectively.

THATIC Joint Ventures

The Company holds equity interests in two joint ventures (collectively, the THATIC JV) with Higon Information Technology Co., Ltd. (THATIC), a third-party Chinese entity. As of both July 1, 2023 and December 31, 2022, the carrying value of the investment was zero.

In February 2016, the Company licensed certain of its intellectual property (Licensed IP) to the THATIC JV, payable over several years upon achievement of certain milestones. The Company also receives a royalty based on the sales of the THATIC JV's products developed on the basis of such Licensed IP. The Company classifies Licensed IP and royalty income associated with the February 2016 agreement as Licensing gain within operating income. During the three and six months ended July 1, 2023, the Company recognized \$8 million and \$18 million of licensing gain from royalty income associated with Licensed IP, respectively. During the three and six months ended June 25, 2022, the Company recognized \$6 million of licensing gain from royalty income and \$89 million of licensing gain from a milestone achievement and royalty income, respectively. As of both July 1, 2023 and December 31, 2022, the Company had no receivables from the THATIC JV.

In June 2019, the Bureau of Industry and Security of the United States Department of Commerce added certain Chinese entities to the Entity List, including THATIC and the THATIC JV. The Company is complying with U.S. law pertaining to the Entity List designation.

NOTE 7 – Debt and Revolving Credit Facility**Debt**

The Company's total debt as of July 1, 2023 and December 31, 2022 consisted of the following:

	July 1, 2023	December 31, 2022
	(In millions)	
2.95% Senior Notes Due 2024 (2.95% Notes)	\$ 750	\$ 750
2.125% Convertible Senior Notes Due 2026 (2.125% Notes)	—	1
2.375% Senior Notes Due 2030 (2.375% Notes)	750	750
3.924% Senior Notes Due 2032 (3.924% Notes)	500	500
4.393% Senior Notes Due 2052 (4.393% Notes)	500	500
Total debt (principal amount)	2,500	2,501
Unamortized debt premium, discount and issuance costs, net	(33)	(34)
Total debt (net)	2,467	2,467
Less: current portion of long-term debt (principal amount)	(750)	—
Less: unamortized debt premium related to current portion of debt	(3)	—
Total long-term debt	\$ 1,714	\$ 2,467

Assumed Xilinx Notes

In connection with the acquisition of Xilinx, the Company assumed \$1.5 billion in aggregate principal of Xilinx's 2.95% Notes and 2.375% Notes (together, the *Assumed Xilinx Notes*). The Assumed Xilinx Notes are general unsecured senior obligations of the Company with semi-annual fixed interest payments due on June 1 and December 1.

3.924% Senior Notes Due 2032 and 4.393% Senior Notes Due 2052

On June 9, 2022, the Company issued \$1.0 billion in aggregate principal amount of 3.924% Notes and 4.393% Notes. The 3.924% Notes and 4.393% Notes are general unsecured senior obligations of the Company. The interest is payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 2022. The 3.924% and 4.393% Notes are governed by the terms of an indenture dated June 9, 2022 between the Company and US Bank Trust Company, National Association as trustee. As of July 1, 2023, the outstanding aggregate principal amount of the 3.924% Notes and 4.393% Notes was \$1.0 billion.

The Company may redeem some or all of the 3.924% Notes and 4.393% Notes prior to March 1, 2032 and December 1, 2051, respectively, at a price equal to the greater of the present value of the principal amount and future interest through the maturity of the 3.924% Notes or 4.393% Notes or 100% of the principal amount plus accrued and unpaid interest. Holders have the right to require the Company to repurchase all or a portion of the 3.924% Notes or 4.393% Notes in the event that the Company undergoes a change of control as defined in the indenture, at a repurchase price of 101% of the principal amount plus accrued and unpaid interest. Additionally, an event of default may result in the acceleration of the maturity of the 3.924% Notes and 4.393% Notes.

2.125% Convertible Senior Notes Due 2026

During the six months ended July 1, 2023 and June 25, 2022, the activity on the 2.125% Notes was immaterial.

Future Debt Payment Obligations

As of July 1, 2023, the Company's future principal debt payment obligations were as follows:

Fiscal Year	(In millions)
2024	\$ 750
2028 and thereafter	1,750
Total	\$ 2,500

Revolving Credit Facility

The Company has \$3.0 billion available under a revolving credit agreement that expires on April 29, 2027 (Revolving Credit Agreement). As of July 1, 2023, the Company had no outstanding borrowings under the Revolving Credit Agreement. Revolving loans under the Revolving Credit Agreement can be either Secure Overnight Financing Rate (SOFR) Loans or Base Rate Loans (each as defined in the Revolving Credit Agreement) at the Company's option. Each SOFR Loan will bear interest at a rate per annum equal to the applicable SOFR plus a margin between 0.625% and 1.250%. Each Base Rate Loan will bear interest equal to the Base Rate plus a margin between 0.000% and 0.250%. The Revolving Credit Agreement also contains a sustainability-linked pricing component which provides for interest rate and facility fee reductions or increases based on the Company meeting or missing targets related to environmental sustainability, specifically greenhouse gas emissions. The Revolving Credit Agreement contains customary representations and warranties, affirmative and negative covenants, and events of default applicable to the Company and its subsidiaries. As of July 1, 2023, the Company was in compliance with these covenants.

Commercial Paper

On November 3, 2022, the Company established a commercial paper program, under which the Company may issue unsecured commercial paper notes up to a maximum principal amount outstanding at any time of \$3 billion with a maturity of up to 397 days from the date of issue. The commercial paper will be sold at a discount from par or, alternatively, will be sold at par and bear interest at rates that will vary based on market conditions at the time of issuance. As of July 1, 2023, the Company had no commercial paper outstanding.

NOTE 8 – Financial Instruments

Fair Value Measurements

The Company's financial instruments are measured and recorded at fair value on a recurring basis, except for non-marketable equity investments in privately-held companies. These equity investments are generally accounted for under the measurement alternative, defined as cost, less impairments, adjusted for subsequent observable price changes and are periodically assessed for impairment when events or circumstances indicate that a decline in value may have occurred.

Financial Instruments Recorded at Fair Value on a Recurring Basis

(In millions)	July 1, 2023			December 31, 2022		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Cash equivalents						
Money market funds	\$ 1,750	\$ —	\$ 1,750	\$ 3,017	\$ —	\$ 3,017
Commercial paper	—	269	269	—	224	224
U.S. Treasury and agency securities	897	—	897	—	—	—
Time deposits and certificate of deposits	—	129	129	—	159	159
Short-term investments						
Commercial paper	—	738	738	—	441	441
Time deposits and certificates of deposits	—	4	4	—	—	—
Asset-backed and mortgage-backed securities	—	36	36	—	39	39
U.S. Treasury and agency securities	1,370	—	1,370	466	—	466
Foreign government securities	—	296	296	—	74	74
Other non-current assets						
Time deposits and certificates of deposits	—	6	6	—	9	9
Equity investments	9	—	9	8	—	8
Deferred compensation plan investments	107	—	107	90	—	90
Total assets measured at fair value	<u>\$ 4,133</u>	<u>\$ 1,478</u>	<u>\$ 5,611</u>	<u>\$ 3,581</u>	<u>\$ 946</u>	<u>\$ 4,527</u>

Deferred compensation plan investments are primarily mutual fund investments held in a Rabbi trust established to maintain the Company's executive deferred compensation plan.

The following is a summary of cash equivalents and short-term investments:

	July 1, 2023				December 31, 2022			
	Cost/ Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Cost/ Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
		(in millions)		(in millions)		(in millions)		(in millions)
Asset-backed and mortgage-backed securities	\$ 39	\$ —	\$ (3)	\$ 36	\$ 42	\$ —	\$ (3)	\$ 39
Commercial paper	1,007	—	—	1,007	669	—	(4)	665
Money market funds	1,750	—	—	1,750	3,017	—	—	3,017
Time deposits and certificates of deposits	133	—	—	133	159	—	—	159
U.S. Treasury and agency securities	2,271	—	(4)	2,267	471	—	(5)	466
Foreign government securities	296	—	—	296	74	—	—	74
	<u>\$ 5,496</u>	<u>\$ —</u>	<u>\$ (7)</u>	<u>\$ 5,489</u>	<u>\$ 4,432</u>	<u>\$ —</u>	<u>\$ (12)</u>	<u>\$ 4,420</u>

As of July 1, 2023, the Company did not have material available-for-sale debt securities which had been in a continuous unrealized loss position of more than twelve months.

The contractual maturities of cash equivalents and investments classified as available-for-sale are as follows:

	July 1, 2023		December 31, 2022	
	Amortized Cost (In millions)	Fair Value	Amortized Cost (In millions)	Fair Value
	\$ 3,563	\$ 3,558	\$ 1,224	\$ 1,218
Due within 1 year	151	151	159	156
Due in 1 year through 5 years	38	36	41	38
Due in 5 years and later				
	<u>\$ 3,752</u>	<u>\$ 3,745</u>	<u>\$ 1,424</u>	<u>\$ 1,412</u>

Financial Instruments Not Recorded at Fair Value

The Company carries its financial instruments at fair value except for its debt. The carrying amounts and estimated fair values of the Company's debt are as follows:

	July 1, 2023		December 31, 2022	
	Carrying Amount (In millions)	Estimated Fair Value	Carrying Amount (In millions)	Estimated Fair Value
	\$ 753	\$ 732	—	—
Current portion of long-term debt, net	\$ 1,714	\$ 1,575	2,467	\$ 2,281
Long-term debt, net of current portion				

The estimated fair value of the Company's long-term debt is based on Level 2 inputs of quoted prices for the Company's debt and comparable instruments in inactive markets.

The fair value of the Company's accounts receivable, accounts payable and other short-term obligations approximate their carrying value based on existing terms.

Financial Instruments Measured at Fair Value on a Non-Recurring Basis

The Company's investments in non-marketable securities in privately-held companies are recorded using a measurement alternative that adjusts the securities to fair value when the Company recognizes an observable price adjustment or an impairment. As of July 1, 2023 and December 31, 2022, the Company had non-marketable securities in privately-held companies of \$131 million and \$137 million, respectively, that are recorded under Other non-current assets in the balance sheet. Impairment losses or observable price adjustments were not material during the three and six months ended July 1, 2023 and June 25, 2022.

Hedging Transactions and Derivative Financial Instruments

Foreign Currency Forward Contracts Designated as Accounting Hedges

The Company enters into foreign currency forward contracts to hedge its exposure to foreign currency exchange rate risk related to future forecasted transactions denominated in currencies other than the U.S. Dollar. These contracts generally mature within 24 months and are designated as accounting hedges. As of July 1, 2023 and December 31, 2022, the notional value of the Company's outstanding foreign currency forward contracts designated as cash flow hedges was \$2 billion and \$1.9 billion, respectively. The fair value of these contracts, recorded as a liability, was \$15 million and \$27 million as of July 1, 2023 and December 31, 2022, respectively.

Foreign Currency Forward Contracts Not Designated as Accounting Hedges

The Company also enters into foreign currency forward contracts to reduce the short-term effects of foreign currency fluctuations on certain receivables or payables denominated in currencies other than the U.S. Dollar. These forward contracts generally mature within 3 months and are not designated as accounting hedges. As of July 1, 2023 and December 31, 2022, the notional value of these outstanding contracts was \$517 million and \$485 million, respectively. The fair value of these contracts was not material as of July 1, 2023 and December 31, 2022.

NOTE 9 – Earnings (Loss) Per Share

The following table sets forth the components of basic and diluted earnings (loss) per share:

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
(In millions, except per share amounts)				
Numerator				
Net income (loss) for basic earnings per share	\$ 27	\$ 447	\$ (112)	\$ 1,233
Denominator				
Basic weighted average shares	1,612	1,618	1,612	1,506
Potentially dilutive shares from employee equity plans and warrants	15	14	—	15
Diluted weighted average shares	<u>1,627</u>	<u>1,632</u>	<u>1,612</u>	<u>1,521</u>
Earnings (loss) per share:				
Basic	\$ 0.02	\$ 0.28	\$ (0.07)	\$ 0.82
Diluted	\$ 0.02	\$ 0.27	\$ (0.07)	\$ 0.81

Securities which would have been anti-dilutive are immaterial and are excluded from the computation of diluted earnings (loss) per share for all periods presented.

NOTE 10 – Common Stock and Employee Equity Plans

Common Stock

Shares of common stock outstanding were as follows:

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
(In millions)				
Balance, beginning of period	1,609	1,620	1,612	1,207
Common stock issued in the acquisition of Xilinx	—	—	—	429
Common stock issued under employee equity plans	4	3	5	3
Common stock repurchases for tax withholding on equity awards	—	(1)	(1)	(1)
Issuance of common stock upon warrant exercise	1	—	1	—
Repurchases of common stock	—	(10)	(3)	(26)
Balance, end of period	<u>1,614</u>	<u>1,612</u>	<u>1,614</u>	<u>1,612</u>

Stock Repurchase Program

The Company has an approved stock repurchase program authorizing repurchases of up to \$12 billion of the Company's common stock (Repurchase Program). During the six months ended July 1, 2023, the Company returned \$241 million to shareholders through the repurchase of 3 million shares of its common stock under the Repurchase Program. Repurchases during the three months ended July 1, 2023 were immaterial. As of July 1, 2023, \$6.3 billion remains available for future stock repurchases under the Repurchase Program. The Repurchase Program does not obligate the Company to acquire any common stock, has no termination date and may be suspended or discontinued at any time.

Stock-based Compensation

Stock-based compensation expense recorded in the Condensed Consolidated Statements of Operations was as follows:

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
(In millions)				
Cost of sales	\$ 10	\$ 8	\$ 18	\$ 12
Research and development	247	180	461	293
Marketing, general and administrative	91	104	178	186
Total	<u>\$ 348</u>	<u>\$ 292</u>	<u>\$ 657</u>	<u>\$ 491</u>

NOTE 11 – Income Taxes

The Company determines its income taxes for interim reporting periods by applying the Company's estimated annual effective tax rate to the year-to-date results, adjusted for tax items discrete to each period.

The Company recorded an income tax benefit of \$23 million and \$10 million for the three and six months ended July 1, 2023, respectively, representing effective tax rates of (511.4)% and 8.0%, respectively. The Company recorded the tax effects of stock-based compensation, uncertain tax positions, and other items discrete to the period resulting in income tax benefit of \$34 million and \$12 million for the three and six months ended July 1, 2023, respectively. These discrete items had a disproportionate impact on our effective tax rate for the three months ended July 1, 2023 because our pre-tax income was close to break-even for the period. For the six months ended July 1, 2023, the impact of tax items discrete to the period was not material to the total tax expense or the effective tax rate.

The Company recorded an income tax provision of \$54 million and \$167 million for the three and six months ended June 25, 2022, representing effective tax rates of 10.8% and 11.9%, respectively. For the three and six months ended June 25, 2022, the impact of tax items discrete to the periods was not material to the total tax expense or the effective tax rate.

The difference between the U.S. federal statutory tax rate of 21% and the Company's estimated annual effective tax rate for the three and six months ended July 1, 2023 and June 25, 2022 was primarily due to the income tax benefit from foreign-derived intangible income (FDII) and research and development tax credits.

As of July 1, 2023 and December 31, 2022, the Company had long-term income tax liabilities of \$1.5 billion recorded under Other long-term liabilities in the balance sheet.

NOTE 12 – Commitments and Contingencies

Commitments

The Company's purchase commitments primarily include obligations to purchase wafers and substrates from third parties. These purchase obligations were made under noncancelable purchase orders or contractual obligations requiring minimum purchases for which cancellation would lead to significant penalties. Purchase commitments also include future payments related to certain software, technology and IP licenses.

Total future unconditional purchase commitments as of July 1, 2023 were as follows:

Fiscal Year	(In millions)
Remainder of 2023	\$ 3,944
2024	1,599
2025	345
2026	183
2027	53
2028 and thereafter	160
Total unconditional purchase commitments	\$ 6,284

On an ongoing basis, the Company works with suppliers on timing of payments and deliveries of purchase commitments, taking into account business conditions.

Contingencies

During the quarterly period ended July 1, 2023, there were no material legal proceedings. The Company is a defendant or plaintiff in various actions that arose in the normal course of business. With respect to these matters, based on management's current knowledge, the Company believes that the amount or range of reasonably possible loss, if any, will not, either individually or in the aggregate, have a material adverse effect on the Company's financial position, results of operations, or cash flows.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The statements in this report include forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on current expectations and beliefs and involve numerous risks and uncertainties that could cause actual results to differ materially from expectations. These forward-looking statements speak only as of the date hereof or as of the dates indicated in the statements and should not be relied upon as predictions of future events, as we cannot assure you that the events or circumstances reflected in these statements will be achieved or will occur. You can identify forward-looking statements by the use of forward-looking terminology including "believes," "expects," "may," "will," "should," "seeks," "intends," "plans," "pro forma," "estimates," "anticipates," or the negative of these words and phrases, other variations of these words and phrases or comparable terminology. The forward-looking statements relate to, among other things: possible impact of future accounting rules on AMD's condensed consolidated financial statements; demand for AMD's products; the growth, change and competitive landscape of the markets in which AMD participates; international sales will continue to be a significant portion of total sales in the foreseeable future; that AMD's cash, cash equivalents and short-term investment balances and cash flows from operations together with the availability under the revolving credit facility (the Revolving Credit Agreement) and commercial paper program will be sufficient to fund AMD's operations including capital expenditures and purchase commitments over the next 12 months and beyond; AMD's ability to access capital markets should it require additional funds; anticipated ongoing and increased costs related to enhancing and implementing information security controls; all unbilled accounts receivables are expected to be billed and collected within 12 months; a small number of customers will continue to account for a substantial part of AMD's revenue in the future; the legal and regulatory environment relating to emerging technologies; and AMD expects to fund stock repurchases through cash generated from operations. For a discussion of the factors that could cause actual results to differ materially from the forward-looking statements, see "Part II, Item 1A—Risk Factors" and the "Financial Condition" section set forth in "Part I, Item 2-Management's Discussion and Analysis of Financial Condition and Results of Operations," or MD&A, and such other risks and uncertainties as set forth below in this report or detailed in our other Securities and Exchange Commission (SEC) reports and filings. We assume no obligation to update forward-looking statements.

References in this Quarterly Report on Form 10-Q to "AMD," "we," "us," "management," "our" or the "Company" mean Advanced Micro Devices, Inc. and our consolidated subsidiaries.

AMD, the AMD Arrow logo, Athlon, EPYC, Radeon, Ryzen, Versal, Xilinx and combinations thereof are trademarks of Advanced Micro Devices, Inc. Other names are for informational purposes only and are used to identify companies and products and may be trademarks of their respective owners. "Zen" is a codename for an AMD architecture and is not a product name.

The following discussion should be read in conjunction with the unaudited condensed consolidated financial statements and related notes included in this report and our audited consolidated financial statements and related notes as of December 31, 2022 and December 25, 2021, and for each of the three years for the period ended December 31, 2022 as filed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Overview and Recent Developments

We are a global semiconductor company primarily offering:

- server microprocessors (CPUs) and graphics processing units (GPUs), data processing units (DPUs), Field Programmable Gate Arrays (FPGAs) and Adaptive System-on-Chip (SoC) products for data centers;
- CPUs, accelerated processing units (APUs) that integrate CPUs and GPUs, and chipsets for desktop and notebook personal computers;
- discrete GPUs, semi-custom SoC products and development services; and
- embedded CPUs, GPUs, APUs, FPGAs, and Adaptive SoC products.

From time to time, we may also sell or license portions of our intellectual property (IP) portfolio.

In this section, we will describe the general financial condition and the results of operations of Advanced Micro Devices, Inc. and its wholly-owned subsidiaries (collectively, "us," "our" or "AMD"), including a discussion of our results of operations for the three and six months ended July 1, 2023 compared to the prior year period and an analysis of changes in our financial condition.

Net revenue for the three months ended July 1, 2023 was \$5.4 billion, an 18% decrease compared to the prior year period. The decrease in net revenue was driven mainly by a 54% decrease in Client segment revenue primarily due to lower processor shipments resulting from a weaker PC market and a significant inventory correction across the PC supply chain, partially offset by a 16% increase in Embedded segment revenue primarily due to higher revenue across multiple end markets.

Gross margin for the three months ended July 1, 2023 remained flat at 46% compared to the prior year period. Lower Client segment performance was offset by higher Embedded segment performance and by lower amortization of acquisition-related intangible assets.

Operating loss for the three months ended July 1, 2023 was \$20 million compared to operating income of \$526 million for the prior year period. Net income for the three months ended July 1, 2023 was \$27 million compared to net income of \$447 million for the prior year period. The decrease in operating and net income was primarily due to lower Client segment performance.

We introduced a number of new products during the second quarter of 2023, including the 4th Gen EPYC™ 97X4 processors for cloud native computing and 4th Gen EPYC processors with AMD 3D V-Cache™ technology for technical computing. We expanded our commercial portfolio with AMD Ryzen™ PRO 7040 Series Mobile processors to bring advanced and power efficient x86 processors to business notebooks and mobile workstations. We also announced the availability of AMD Ryzen and Athlon™ 7020 C-Series processors for personal and professional Chromebooks. We introduced the AMD Radeon™ PRO W7000 Series graphic cards for workstations based on our advanced chiplet design, and our AMD Radeon RX 7600 graphics card, optimized to provide next-generation, high performance 1080p gaming, streaming and content creation. For handheld PC gaming consoles, we introduced the AMD Ryzen Z1 Series processors, and we bolstered our embedded portfolio with the AMD Ryzen™ Embedded 5000 Series processors for networking solutions designed for enterprise reliability needed by security and networking customers. We announced the AMD Versal™ Premium VP1902 adaptive SoC designed to help chipmakers streamline the verification of application-specific integrated circuits (ASICs) and SoC designs.

As of July 1, 2023 our cash, cash equivalents and short-term investments were \$6.3 billion compared to \$5.9 billion as of December 31, 2022. The increase in cash, cash equivalents and short-term investments was primarily driven by cash generated from operating activities.

During the six months ended July 1, 2023, we generated \$865 million of cash from operating activities, and returned \$241 million to shareholders. We have an approved stock repurchase program authorizing repurchases of up to \$12 billion of our common stock (Repurchase Program). As of July 1, 2023, \$6.3 billion remains available for future stock repurchases under our Repurchase Program.

We intend the discussion of our financial condition and results of operations that follows to provide information that will assist in understanding our financial statements, the changes in certain key items in those financial statements from period to period, the primary factors that resulted in those changes, and how certain accounting principles, policies and estimates affect our financial statements.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our condensed consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP). The preparation of our financial statements requires us to make estimates and judgments that affect the reported amounts in our consolidated financial statements. We evaluate our estimates on an on-going basis, including those related to our revenue, inventories, goodwill, long-lived and intangible assets, and income taxes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Although actual results have historically been reasonably consistent with management's expectations, the actual results may differ from these estimates or our estimates may be affected by different assumptions or conditions.

Management believes there have been no significant changes for the three and six months ended July 1, 2023 to the items that we disclosed as our critical accounting estimates in the Management's Discussion and Analysis of Financial Condition and Results of Operations section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Results of Operations

Our operating results tend to vary seasonally. Historically, our net revenue has been generally higher in the second half of the year than in the first half of the year, although market conditions and product transitions could impact this trend.

The following table provides a summary of net revenue and operating income (loss) by segment:

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
	(In millions)			
Net revenue:				
Data Center	\$ 1,321	\$ 1,486	\$ 2,616	\$ 2,779
Client	998	2,152	1,737	4,276
Gaming	1,581	1,655	3,338	3,530
Embedded	1,459	1,257	3,021	1,852
Total net revenue	\$ 5,359	\$ 6,550	\$ 10,712	\$ 12,437
Operating income (loss):				
Data Center	\$ 147	\$ 472	\$ 295	\$ 899
Client	(69)	676	(241)	1,368
Gaming	225	187	539	545
Embedded	757	641	1,555	918
All Other	(1,080)	(1,450)	(2,313)	(2,253)
Total operating income (loss)	\$ (20)	\$ 526	\$ (165)	\$ 1,477

Data Center

Data Center net revenue of \$1.3 billion for the three months ended July 1, 2023 decreased by 11%, compared to net revenue of \$1.5 billion for the prior year period primarily due to lower sales of EPYC server processors resulting from lower enterprise demand.

Data Center net revenue of \$2.6 billion for the six months ended July 1, 2023 decreased by 6%, compared to net revenue of \$2.8 billion for the prior year period primarily due to lower enterprise server processor sales, partially offset by higher sales of EPYC processors to cloud customers.

Data Center operating income was \$147 million for the three months ended July 1, 2023, compared to operating income of \$472 million for the prior year period. Data Center operating income was \$295 million for the six months ended July 1, 2023, compared to operating income of \$899 million for the prior year period. The decrease in operating income in both periods was primarily due to lower revenue and increased R&D investment.

Client

Client net revenue of \$998 million for the three months ended July 1, 2023 decreased by 54%, compared to net revenue of \$2.2 billion for the prior year period, primarily due to lower Client processor sales driven by a 22% decrease in average selling price and a 42% decrease in unit shipments. Client net revenue of \$1.7 billion for the six months ended July 1, 2023 decreased by 59%, compared to net revenue of \$4.3 billion for the prior year period, primarily due to lower Client processor sales driven by a 24% decrease in average selling price and a 49% decrease in unit shipments. The decrease in shipments and average selling price in both periods resulted from a weaker PC market and inventory correction across the PC supply chain.

Client operating loss was \$69 million for the three months ended July 1, 2023, compared to operating income of \$676 million for the prior year period. Client operating loss was \$241 million for the six months ended July 1, 2023, compared to operating income of \$1.4 billion for the prior year period. The decrease in operating income in both periods was primarily due to lower revenue.

Gaming

Gaming net revenue of \$1.6 billion for the three months ended July 1, 2023 decreased by 4%, compared to net revenue of \$1.7 billion for the prior year period. Gaming net revenue of \$3.3 billion for the six months ended July 1, 2023 decreased by 5%, compared to net revenue of \$3.5 billion for the prior year period. The decrease in net revenue for both periods was due to lower gaming graphics revenue, partially offset by higher semi-custom revenue.

Gaming operating income was \$225 million for the three months ended July 1, 2023, compared to operating income of \$187 million for the prior year period. The increase in operating income was primarily driven by higher semi-custom revenue.

Gaming operating income was \$539 million for the six months ended July 1, 2023, compared to operating income of \$545 million for the prior year period. The decrease in operating income was primarily due to higher operating expenses.

Embedded

Embedded net revenue of \$1.5 billion for the three months ended July 1, 2023 increased by 16%, compared to net revenue of \$1.3 billion. The increase in net revenue was primarily driven by higher product revenue across multiple end markets.

Embedded net revenue of \$3.0 billion for the six months ended July 1, 2023 increased by 63%, compared to net revenue of \$1.9 billion for the prior year period. The increase in net revenue was primarily driven by the inclusion of embedded product revenue from Xilinx, Inc. (Xilinx) for the full six months period in 2023 as compared to a partial period from February 14, 2022 (the Xilinx Acquisition Date) in the prior year period.

Embedded operating income was \$757 million for the three months ended July 1, 2023, compared to operating income of \$641 million for the prior year period, primarily driven by higher revenue.

Embedded operating income was \$1.6 billion for the six months ended July 1, 2023, compared to operating income of \$918 million for the prior year period. The increase in operating income was primarily driven by the inclusion of Xilinx for the full six months period as compared to a partial period from the Xilinx Acquisition Date in the prior year period.

All Other

All Other operating loss of \$1.1 billion for the three months ended July 1, 2023 primarily consisted of \$693 million of amortization of acquisition-related intangibles, \$348 million of stock-based compensation expense, and \$34 million of acquisition-related costs. All Other operating loss of \$1.5 billion for the prior year period primarily consisted of \$1 billion of amortization of acquisition-related intangibles, \$292 million of stock-based compensation expense, and \$141 million of acquisition-related costs.

All Other operating loss of \$2.3 billion for the six months ended July 1, 2023 primarily consisted of \$1.5 billion of amortization of acquisition-related intangibles, \$657 million of stock-based compensation expense, and \$145 million of acquisition-related costs. All Other operating loss of \$2.3 billion for the prior year period primarily consisted of \$1.5 billion of amortization of acquisition-related intangibles, \$491 million of stock-based compensation expense, \$349 million of acquisition-related costs, and \$89 million of licensing gain.

Acquisition-related costs primarily include transaction costs, depreciation related to the Xilinx fixed assets fair value step-up adjustment, certain compensation charges, and contract termination costs.

International Sales

International sales as a percentage of net revenue were 66% and 70% for the three months ended July 1, 2023 and June 25, 2022, respectively. International sales as a percentage of net revenue were 67% and 70% for the six months ended July 1, 2023 and June 25, 2022, respectively. We expect that international sales will continue to be a significant portion of total sales in the foreseeable future. Substantially all of our sales transactions were denominated in U.S. dollars.

Comparison of Gross Margin, Expenses, Licensing Gain, Interest Expense, Other Income (Expense) and Income Taxes

The following is a summary of certain condensed consolidated statement of operations data for the periods indicated:

	Three Months Ended		Six Months Ended	
	July 1, 2023	June 25, 2022	July 1, 2023	June 25, 2022
Net revenue	\$ 5,359	\$ 6,550	\$ 10,712	\$ 12,437
Cost of sales	2,704	3,115	5,393	5,998
Amortization of acquisition-related intangibles	212	407	517	593
Gross profit	2,443	3,028	4,802	5,846
Gross margin	46 %	46 %	45 %	47 %
Research and development	1,443	1,300	2,854	2,360
Marketing, general and administrative	547	592	1,132	1,189
Amortization of acquisition-related intangibles	481	616	999	909
Licensing gain	(8)	(6)	(18)	(89)
Interest expense	(28)	(25)	(53)	(38)
Other income (expense), net	46	(4)	89	(46)
Income tax provision (benefit)	(23)	54	(10)	167
Equity income in investee	6	4	7	7

Gross Margin

Gross margin remained at 46% for the three months ended July 1, 2023 and June 25, 2022 due to lower Client segment performance which was primarily offset by higher Embedded segment performance and lower amortization of acquisition-related intangible assets.

Gross margin was 45% and 47% for the six months ended July 1, 2023 and June 25, 2022, respectively. The decrease in gross margin was primarily due to lower Client segment performance, partially offset by higher Embedded segment performance.

Expenses

Research and Development Expenses

Research and development expenses of \$1.4 billion for the three months ended July 1, 2023 increased by \$143 million, or 11%, compared to \$1.3 billion for the prior year period. Research and development expenses of \$2.9 billion for the six months ended July 1, 2023 increased by \$494 million, or 21%, compared to \$2.4 billion for the prior year period. The increase in both periods was primarily driven by an increase in headcount.

Marketing, General and Administrative Expenses

Marketing, general and administrative expenses of \$547 million for the three months ended July 1, 2023 decreased by \$45 million, or 8%, compared to \$592 million for the prior year period. Marketing, general and administrative expenses of \$1.1 billion for the six months ended July 1, 2023 decreased by \$57 million, or 5%, compared to \$1.2 billion for the prior year period. The decrease in both periods was primarily due to a decrease in acquisition-related costs.

Amortization of Acquisition-Related Intangibles

Amortization of acquisition-related intangibles of \$693 million for the three months ended July 1, 2023 decreased by \$330 million, or 32%, compared to \$1.0 billion for the prior year period. The decrease was primarily due to certain acquisition-related intangibles being fully amortized in the first half of the current fiscal year.

Amortization of acquisition-related intangibles of \$1.5 billion for the six months ended July 1, 2023 remained flat compared to amortization for the prior year period.

Licensing Gain

During the three and six months ended July 1, 2023, we recognized \$8 million and \$18 million of licensing gain from royalty income associated with certain intellectual property licensed to two joint ventures in which we have an equity interest in with Higon Information Technology Co., Ltd., a third-party Chinese entity (Licensed IP). During the three and six months ended June 25, 2022, we recognized \$6 million of licensing gain from royalty income and \$89 million of licensing gain from a milestone achievement and royalty income associated with the Licensed IP.

Interest Expense

Interest expense for the three and six months ended July 1, 2023 was \$28 million and \$53 million, respectively, compared to \$25 million and \$38 million, respectively, for the prior year period. The increase was primarily due to interest expense from the 3.924% Senior Notes Due 2032 (3.924% Notes) and the 4.393% Senior Notes Due 2052 (4.393% Notes) that were issued in June 2022.

Other Income (Expense), Net

Other income (expense), net is primarily comprised of interest income from short-term investments, changes in valuation of equity investments, and foreign currency transaction gains and losses.

Other income, net for the three and six months ended July 1, 2023 was \$46 million and \$89 million, respectively, primarily due to interest income driven by rising interest rates. Other expense, net for the prior year period was \$4 million and \$46 million, respectively, primarily due to a decrease in the fair value of equity investments.

Income Tax Provision (Benefit)

We determine income taxes for interim reporting periods by applying our estimated annual effective tax rate to the year-to-date results and adjusted for tax items discrete to each period.

We recorded an income tax benefit of \$23 million and \$10 million for the three and six months ended July 1, 2023, respectively, representing effective tax rates of (511.4)% and 8.0%, respectively. We recorded the tax effects of stock-based compensation, uncertain tax positions, and other items discrete to the period resulting in income tax benefit of \$34 million and \$12 million for the three and six months ended July 1, 2023, respectively. These discrete items had a disproportionate impact on our effective tax rate for the three months ended July 1, 2023 because our pre-tax income was close to break-even for the period. For the six months ended July 1, 2023, the impact of tax items discrete to the period was not material to the total tax expense or the effective tax rate.

We recorded an income tax provision of \$54 million and \$167 million for the three and six months ended June 25, 2022, representing effective tax rates of 10.8% and 11.9%, respectively. For the three and six months ended June 25, 2022, the impact of tax items discrete to the periods was not material to the total tax expense or the effective tax rate.

The difference between the U.S. federal statutory tax rate of 21% and our effective tax rate for the three and six months ended July 1, 2023 and June 25, 2022 was primarily due to the income tax benefit from foreign-derived intangible income (FDII) and research and development tax credits.

FINANCIAL CONDITION

Liquidity and Capital Resources

As of July 1, 2023 and December 31, 2022, our cash, cash equivalents and short-term investments were \$6.3 billion. The percentage of cash, cash equivalents and short-term investments held domestically as of July 1, 2023 and December 31, 2022 were 79% and 81%, respectively.

Our operating, investing and financing activities for the six months ended July 1, 2023 compared to the prior year period are as described below:

	Six Months Ended	
	July 1, 2023	June 25, 2022
	(In millions)	
Net cash provided by (used in):		
Operating activities	\$ 865	\$ 2,033
Investing activities	(1,675)	2,230
Financing activities	(184)	(1,834)
Net (decrease) increase in cash and cash equivalents	\$ (994)	\$ 2,429

We have \$3.0 billion available under an unsecured revolving credit agreement (Revolving Credit Agreement) that expires on April 29, 2027. No funds were drawn from this credit facility during the six months ended July 1, 2023.

We also have a commercial paper program where we may issue unsecured commercial paper notes up to a maximum principal amount outstanding, at any time, of \$3.0 billion, with a maturity of up to 397 days from the date of issue. We did not issue any commercial paper during the six months ended July 1, 2023.

As of July 1, 2023, our principal debt obligations were \$2.5 billion, which primarily included \$1.5 billion of the Assumed Xilinx Notes and \$1.0 billion of 3.924% Notes and 4.393% Notes. Our 2.95% Assumed Xilinx Notes with a principal amount of \$750 million are due in June 2024.

As of July 1, 2023, we had unconditional purchase commitments of approximately \$6.3 billion, of which \$3.9 billion are for the remainder of fiscal year 2023. On an ongoing basis, we work with our suppliers on the timing of payments and deliveries of purchase commitments, taking into account business conditions.

We believe our cash, cash equivalents, short-term investments and cash flows from operations along with our Revolving Credit Agreement and commercial paper program will be sufficient to fund operations, including capital expenditures and purchase commitments, over the next 12 months and beyond. We believe we will be able to access the capital markets should we require additional funds. However, we cannot assure that such funds will be available on favorable terms, or at all.

Operating Activities

Our working capital cash inflows and outflows from operations are primarily cash collections from our customers, payments for inventory purchases and payments for employee-related expenditures.

Net cash provided by operating activities was \$865 million in the six months ended July 1, 2023, primarily due to our net loss of \$112 million, adjusted for non-cash and non-operating charges of \$1.9 billion and net cash outflows of \$1.0 billion from changes in our operating assets and liabilities. The primary driver of the change in operating assets and liabilities was a \$796 million increase in inventory primarily to support the continued ramp of Data Center and Client products in advanced process technology nodes, and a \$237 million increase in prepaid expenses and other assets primarily driven by the purchase of technology licenses, partially offset by a \$309 million increase in accounts payable due to the timing of payments.

Net cash provided by operating activities was \$2.0 billion in the six months ended June 25, 2022, primarily due to our net income of \$1.2 billion, adjusted for non-cash and non-operating charges of \$2.0 billion and net cash outflows of \$1.2 billion from changes in our operating assets and liabilities. The primary drivers of the changes in operating assets and liabilities included a \$1.0 billion increase in accounts receivable driven primarily by higher revenue in the first half of 2022, a \$274 million increase in inventory driven by an increase in product build in support of customer demand, partially offset by a \$277 million increase in payables to related parties driven primarily by an increase in purchases and timing of payments.

Investing Activities

Net cash used in investing activities was \$1.7 billion for the six months ended July 1, 2023 which primarily consisted of cash used in the purchases of short-term investments of \$2.8 billion and purchases of property and equipment of \$283 million, partially offset by \$1.4 billion of proceeds from the maturity and sale of short-term investments.

Net cash provided by investing activities was \$2.2 billion for the six months ended June 25, 2022 which primarily consisted of \$2.4 billion of cash received from Xilinx and \$2.2 billion of proceeds from the maturity of short-term investments, partially offset by cash used in the acquisition of Pensando Systems, Inc. of \$1.6 billion, purchases of short-term investments of \$620 million and purchases of property and equipment of \$203 million.

Financing Activities

Net cash used in financing activities was \$184 million for the six months ended July 1, 2023, which primarily consisted of common stock repurchases of \$241 million and repurchases for tax withholding on employee equity plans of \$87 million, partially offset by a cash inflow of \$144 million from issuance of common stock under our employee equity plans.

Net cash used in financing activities was \$1.8 billion for the six months ended June 25, 2022, which primarily consisted of common stock repurchases of \$2.8 billion and repurchases for tax withholding on employee equity plans of \$66 million, partially offset by proceeds from the issuance of debt of \$991 million and a cash inflow of \$78 million from issuance of common stock under our employee equity plans.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Reference is made to "Part II, Item 7A, Quantitative and Qualitative Disclosures About Market Risk," in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

There have not been any material changes in interest rate risk, default risk or foreign exchange risk since December 31, 2022.

ITEM 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports made under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of July 1, 2023, the end of the period covered by this report, we carried out an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

During the first half of fiscal year 2023, we completed the initial phase of the implementation of our new enterprise resource planning (ERP) system to help us manage our operations and financial reporting. In connection with this implementation, we modified the design and documentation of our internal control processes and procedures relating to the new system. Following the initial phase of the implementation, the changes to our control environment were validated according to our established processes and our internal controls over financial reporting continued to operate as designed.

As the phased implementation of the new ERP system continues, we could have changes to our processes and procedures, which in turn, could result in changes to our internal control over financial reporting. As such changes occur, we will evaluate whether they materially affect our internal control over financial reporting.

There were no other changes in our internal controls over financial reporting for the three months ended July 1, 2023 that materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For a discussion of our legal proceedings, refer to Note 12—Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements (Part I, Item 1 of this Form 10-Q).

ITEM 1A. RISK FACTORS

The risks and uncertainties described below are not the only ones we face. If any of the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected. In addition, you should consider the interrelationship and compounding effects of two or more risks occurring simultaneously.

Risk Factors Summary

The following is a summary of the principal risks that could adversely affect our business, operations and financial results.

Economic and Strategic Risks

- Intel Corporation's dominance of the microprocessor market and its aggressive business practices may limit our ability to compete effectively on a level playing field.
- Global economic and market uncertainty may adversely impact our business and operating results.
- The semiconductor industry is highly cyclical and has experienced severe downturns that have materially adversely affected, and may continue to materially adversely affect, our business in the future.
- The demand for our products depends in part on the market conditions in the industries into which they are sold. Fluctuations in demand for our products or a market decline in any of these industries could have a material adverse effect on our results of operations.
- The loss of a significant customer may have a material adverse effect on us.
- The ongoing COVID-19 pandemic could materially adversely affect our business, financial condition and results of operations.
- The markets in which our products are sold are highly competitive.
- Our operating results are subject to quarterly and seasonal sales patterns.
- If we cannot adequately protect our technology or other intellectual property in the United States and abroad, through patents, copyrights, trade secrets, trademarks and other measures, we may lose a competitive advantage and incur significant expenses.
- Unfavorable currency exchange rate fluctuations could adversely affect us.

Operational and Technology Risks

- We rely on third parties to manufacture our products, and if they are unable to do so on a timely basis in sufficient quantities and using competitive technologies, our business could be materially adversely affected.
- If essential equipment, materials, substrates or manufacturing processes are not available to manufacture our products, we could be materially adversely affected.
- Failure to achieve expected manufacturing yields for our products could negatively impact our financial results.
- The success of our business is dependent upon our ability to introduce products on a timely basis with features and performance levels that provide value to our customers while supporting and coinciding with significant industry transitions.
- Our revenue from our semi-custom System-on-Chip (SoC) products is dependent upon our semi-custom SoC products being incorporated into customers' products and the success of those products.
- Our products may be subject to security vulnerabilities that could have a material adverse effect on us.
- IT outages, data loss, data breaches and cyber-attacks could compromise our intellectual property or other sensitive information, be costly to remediate or cause significant damage to our business, reputation and operations.
- We may encounter difficulties in upgrading and operating our new enterprise resource planning (ERP) system, which could materially adversely affect us.
- Uncertainties involving the ordering and shipment of our products could materially adversely affect us.

- Our ability to design and introduce new products in a timely manner includes the use of third-party intellectual property.
- We depend on third-party companies for the design, manufacture and supply of motherboards, software, memory and other computer platform components to support our business and products.
- If we lose Microsoft Corporation's support for our products or other software vendors do not design and develop software to run on our products, our ability to sell our products could be materially adversely affected.
- Our reliance on third-party distributors and add-in-board (AIB) partners subjects us to certain risks.
- Our business is dependent upon the proper functioning of our internal business processes and information systems and modification or interruption of such systems may disrupt our business, processes and internal controls.
- If our products are not compatible with some or all industry-standard software and hardware, we could be materially adversely affected.
- Costs related to defective products could have a material adverse effect on us.
- If we fail to maintain the efficiency of our supply chain as we respond to changes in customer demand for our products, our business could be materially adversely affected.
- We outsource to third parties certain supply-chain logistics functions, including portions of our product distribution, transportation management and information technology support services.
- Our inability to effectively control the sales of our products on the gray market could have a material adverse effect on us.

Legal and Regulatory Risks

- Government actions and regulations such as export regulations, tariffs, and trade protection measures may limit our ability to export our products to certain customers.
- If we cannot realize our deferred tax assets, our results of operations could be adversely affected.
- Our business is subject to potential tax liabilities, including as a result of tax regulation changes.
- We are party to litigation and may become a party to other claims or litigation that could cause us to incur substantial costs or pay substantial damages or prohibit us from selling our products.
- We are subject to environmental laws, conflict minerals-related provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as a variety of other laws or regulations that could result in additional costs and liabilities.

Merger, Acquisition and Integration Risks

- Acquisitions, joint ventures and/or investments, and the failure to integrate acquired businesses could disrupt our business and/or dilute or adversely affect the price of our common stock.
- Any impairment of our tangible, definite-lived intangible or indefinite-lived intangible assets, including goodwill, may adversely impact our financial position and results of operations.

Liquidity and Capital Resources Risks

- The agreements governing our notes, our guarantees of Xilinx's 2.95% and 2.375% Notes (Assumed Xilinx Notes), and our Revolving Credit Agreement impose restrictions on us that may adversely affect our ability to operate our business.
- Our indebtedness could adversely affect our financial position and prevent us from implementing our strategy or fulfilling our contractual obligations.
- We may not be able to generate sufficient cash to meet our working capital requirements. If we cannot generate sufficient revenue and operating cash flow, we may face a cash shortfall and be unable to make all of our planned investments in research and development or other strategic investments. Also, our cash and cash equivalents could be adversely affected if the financial institutions in which we hold our cash and cash equivalents fail.

General Risks

- Our worldwide operations are subject to political, legal and economic risks and natural disasters, which could have a material adverse effect on us.
- We may incur future impairments of our technology license purchases.
- Our inability to continue to attract and retain qualified personnel may hinder our business.
- Our stock price is subject to volatility.

For a more complete discussion of the material risks facing our business, see below.

Economic and Strategic Risks

Intel Corporation's dominance of the microprocessor market and its aggressive business practices may limit our ability to compete effectively on a level playing field.

Intel's microprocessor market share position, significant financial resources, its introduction of competitive new products, and its existing relationships with top-tier OEMs have enabled it to market and price its products aggressively, to target our customers and our channel partners with special incentives and to influence customers who do business with us. These aggressive activities have in the past resulted in lower unit sales and a lower average selling price for many of our products and adversely affected our margins and profitability. Intel also dominates the computer system platform and has a heavy influence on PC manufacturers, other PC industry participants, and benchmarks. It is able to drive de facto standards and specifications for x86 microprocessors that could cause us and other companies to have delayed access to such standards. We may be materially adversely affected by Intel's business practices, including rebating and allocation strategies and pricing actions, designed to limit our market share and margins; product mix and introduction schedules; product bundling, marketing and merchandising strategies; and exclusivity payments to its current and potential customers, retailers and channel partners. We expect Intel to continue to invest its substantial resources heavily in marketing, research and development, new manufacturing facilities and other technology companies. To the extent Intel manufactures a significantly larger portion of its microprocessor products using more advanced process technologies or introduces competitive new products into the market before we do, we may be more vulnerable to Intel's aggressive marketing and pricing strategies for microprocessor products.

We also compete with Intel in field programmable gate arrays (FPGAs) and Adaptive SoC products. In the graphics processing unit (GPU) market, Intel has developed and released their own high-end discrete GPUs, including gaming focused discrete GPUs. Intel could take actions that place our GPUs at a competitive disadvantage, including giving one or more of our competitors in the graphics market preferential access to its proprietary graphics interface or other useful information or restricting access to external companies.

Global economic and market uncertainty may adversely impact our business and operating results.

Uncertain global economic conditions have and may in the future adversely impact our business. Uncertainty in the worldwide economic environment or other unfavorable changes in economic conditions, such as inflation, interest rates or recession, may negatively impact consumer confidence and spending causing our customers to postpone purchases. For example, we have experienced a decline in our Client segment revenue as a result of weak PC market macroeconomic conditions and inventory correction actions across the PC supply chain since the second half of 2022. During challenging economic times, our current or potential future customers may experience cash flow problems and as a result may modify, delay or cancel plans to purchase our products. Additionally, if our customers are not successful in generating sufficient revenue or are unable to secure financing, they may not be able to pay, or may delay payment of, accounts receivable that they owe us. The risk related to our customers potentially defaulting on or delaying payments to us is increased because we expect that a small number of customers will continue to account for a substantial part of our revenue. Any inability of our current or potential future customers to pay us for our products may adversely affect our earnings and cash flow. Moreover, our key suppliers may reduce their output or become insolvent, thereby adversely impacting our ability to manufacture our products. In addition, uncertain economic conditions may make it more difficult for us to raise funds through borrowings or private or public sales of debt or equity securities.

The semiconductor industry is highly cyclical and has experienced severe downturns that have materially adversely affected, and may continue to materially adversely affect, our business in the future.

The semiconductor industry is highly cyclical and has experienced significant downturns, often in conjunction with constant and rapid technological change, wide fluctuations in supply and demand, continuous new product introductions, price erosion and declines in general economic conditions. We have incurred substantial losses in previous downturns, due to substantial declines in average selling prices; the cyclical nature of supply and demand imbalances in the semiconductor industry; a decline in demand for end-user products that incorporate our products; and excess inventory levels. Such industry-wide fluctuations may materially adversely affect us in the future.

Global economic uncertainty and weakness have in the past impacted the semiconductor market as consumers and businesses have deferred purchases, which negatively impacted demand for our products. For instance, since the second half of 2022, we experienced a decline in our Client segment revenue as a result of weak PC market macroeconomic conditions and inventory correction actions across the PC supply chain. Our financial performance

has been, and may in the future be, negatively affected by these downturns.

The growth of our business is also dependent on continued demand for our products from high-growth adjacent emerging global markets. Our ability to be successful in such markets depends in part on our ability to establish adequate local infrastructure, as well as our ability to cultivate and maintain local relationships in these markets. If demand from these markets is below our expectations, sales of our products may decrease, which would have a material adverse effect on us.

The demand for our products depends in part on the market conditions in the industries into which they are sold. Fluctuations in demand for our products or a market decline in any of these industries could have a material adverse effect on our results of operations.

Industry-wide fluctuations in the computer marketplace have materially adversely affected us in the past and may materially adversely affect us in the future. We offer products that are used in different end markets and the demand for our products can vary among our Data Center, Client, Gaming and Embedded end markets. Our Client segment revenue is focused on the consumer desktop and notebook PC segments, which since the second half of 2022 has experienced a decline as a result of weak PC market macroeconomic conditions and inventory correction actions across the PC supply chain. In the past, revenues from the Client and Gaming segments have experienced a decline driven by, among other factors, the adoption of smaller and other form factors, increased competition and changes in replacement cycles. In addition, our GPU revenue in the past has been affected in part by the volatility of the cryptocurrency mining market. If we are unable to manage the risks related to the volatility of the cryptocurrency mining market (including potential actions by global monetary authorities), our GPU business could be materially adversely affected. The success of our semi-custom SoC products in our Gaming segment is dependent on securing customers for our semi-custom design pipeline and consumer market conditions, including the success of game console systems and next generation consoles for Sony and Microsoft. Our Embedded segment primarily includes embedded CPUs and GPUs, APUs, FPGAs and Adaptive SoC products some of which are subject to macroeconomic trends and volatile business conditions. To the extent our embedded customers are faced with higher inventory levels, they may choose to draw down their existing inventory and order less of our products.

The loss of a significant customer may have a material adverse effect on us.

We depend on a small number of customers for a substantial portion of our business and we expect that a small number of customers will continue to account for a significant part of our revenue in the future. If one of our key customers decides to stop buying our products, or if one of these customers materially reduces its operations or its demand for our products, our business would be materially adversely affected.

The ongoing COVID-19 pandemic could materially adversely affect our business, financial condition and results of operations.

The effects of the COVID-19 pandemic and public health measures implemented by government authorities to contain the virus have disrupted and may continue to disrupt our business operations and practices, as well those of our customers, partners, vendors and suppliers. While the exceptional COVID-19 related challenges that the global supply chain has experienced have mostly subsided, disruptions to our supply chain or to our customers' supply chains as a result of COVID-19 could have a material adverse effect on our business.

If there are further waves of the virus, health measures may be reimplemented and we may need to limit operations or modify our business practices in a manner that may adversely impact our business and operations. If our employees are not able to perform their job duties, we may not be able to meet our product schedules, roadmaps and customer commitments and we may experience an overall lower productivity of our workforce. The extent to which COVID-19 impacts our business, financial condition and results of operations will depend on future developments, which are unpredictable and highly uncertain, including the severity, duration and resurgence of the pandemic and the measures taken to contain the virus.

The markets in which our products are sold are highly competitive.

The markets in which our products are sold are highly competitive and delivering the latest and best products to market on a timely basis is critical to achieving revenue growth. We believe that the main factors that determine our product competitiveness are timely product introductions, product quality, product features and capabilities (including accelerations for key workloads such as artificial intelligence (AI)), energy efficiency (including power consumption and battery life), reliability, processor clock speed, performance, size (or form factor), selling price, cost, adherence to industry standards (and the creation of open industry standards), level of integration, software

and hardware compatibility, ease of use and functionality of software design tools, completeness of applicable software solutions, security and stability, brand recognition and availability.

We expect that competition will continue to be intense due to rapid technological changes, frequent product introductions by our competitors or new competitors of products that may provide better performance/experience or that may include additional features that render our products comparatively less competitive. We may also face aggressive pricing by competitors, especially during challenging economic times. In addition, our competitors have significant marketing and sales resources which could increase the competitive environment in a declining market or during challenging economic times, leading to lower prices and margins. Some competitors may have greater access or rights to complementary technologies, including interface, processor and memory technical information. For instance, with our APU products and other competing solutions with integrated graphics, we believe that demand for additional discrete graphics chips and cards may decrease in the future due to improvements in the quality and performance of integrated graphics. If competitors introduce competitive new products into the market before us, demand for our products could be adversely impacted and our business could be adversely affected. In addition, Intel is expanding its position in integrated graphics for the PC market with high-end discrete graphics solutions for a broad range of computing markets, which may negatively impact our ability to compete in these computing markets, and Nvidia has added an ARM CPU offering which adds competition in the CPU market. Also, increased adoption of ARM-based semiconductor designs could lead to further growth and development of the ARM ecosystem. While we see significant opportunity in AI, we expect intense competition from companies such as Nvidia in the supply of GPUs and other accelerators for AI.

In addition, we are entering markets with current and new competitors who may be able to adapt more quickly to customer requirements and emerging technologies. We cannot guarantee that we will be able to compete successfully against current or new competitors who may have stronger positions in these new markets or superior ability to anticipate customer requirements and emerging industry trends. Furthermore, we may face competition from some of our customers who internally develop the same products as us. We may face delays or disruptions in research and development efforts, or we may be required to invest significantly greater resources in research and development than anticipated. Also, the semiconductor industry has seen several mergers and acquisitions over the last number of years. Further consolidation could adversely impact our business due to there being fewer suppliers, customers and partners in the industry.

From time to time, governments provide incentives or make other investments that could benefit and give a competitive advantage to our competitors. For example, in August 2022, the United States government enacted the Creating Helpful Incentives to Produce Semiconductors for America (CHIPS) and Science Act of 2022 to provide financial incentives to the U.S. semiconductor industry. Government incentives, including the CHIPS Act, may not be available to us on acceptable terms or at all. If our competitors can benefit from such government incentives and we cannot, it could strengthen our competitors' relative position and have a material adverse effect on our business.

Our operating results are subject to quarterly and seasonal sales patterns.

The profile of our sales may be weighted differently during the year. A large portion of our quarterly sales have historically been made in the last month of the quarter. This uneven sales pattern makes prediction of revenue for each financial period difficult and increases the risk of unanticipated variations in quarterly results and financial condition. In addition, our operating results tend to vary seasonally with the markets in which our products are sold. For example, historically, our net revenue has been generally higher in the second half of the year than in the first half of the year, although market conditions and product transitions could impact these trends. Many of the factors that create and affect quarterly and seasonal trends are beyond our control.

If we cannot adequately protect our technology or other intellectual property in the United States and abroad, through patents, copyrights, trade secrets, trademarks and other measures, we may lose a competitive advantage and incur significant expenses.

We rely on a combination of protections provided by contracts, including confidentiality and nondisclosure agreements, copyrights, patents, trademarks and common law rights, such as trade secrets, to protect our intellectual property. However, we cannot assure you that we will be able to adequately protect our technology or other intellectual property from third-party infringement or from misappropriation in the United States and abroad. Any patent licensed by us or issued to us could be challenged, invalidated, expire, or circumvented or rights granted thereunder may not provide a competitive advantage to us.

Furthermore, patent applications that we file may not result in issuance of a patent or, if a patent is issued, the patent may not be issued in a form that is advantageous to us. Despite our efforts to protect our intellectual property rights, others may independently develop similar products, duplicate our products or design around our patents and other rights. In addition, it is difficult to monitor compliance with, and enforce, our intellectual property on a worldwide basis in a cost-effective manner. In jurisdictions where foreign laws provide less intellectual property protection than afforded in the United States and abroad, our technology or other intellectual property may be compromised, and our business would be materially adversely affected.

Unfavorable currency exchange rate fluctuations could adversely affect us.

We have costs, assets and liabilities that are denominated in foreign currencies. As a consequence, movements in exchange rates could cause our foreign currency denominated expenses to increase as a percentage of revenue, affecting our profitability and cash flows. Whenever we believe appropriate, we hedge a portion of our foreign currency exposure to protect against fluctuations in currency exchange rates. We determine our total foreign currency exposure using projections of long-term expenditures for items such as payroll. We cannot assure you that these activities will be effective in reducing foreign exchange rate exposure. Failure to do so could have an adverse effect on our business, financial condition, results of operations and cash flow. In addition, the majority of our product sales are denominated in U.S. dollars. Fluctuations in the exchange rate between the U.S. dollar and the local currency can cause increases or decreases in the cost of our products in the local currency of such customers. An appreciation of the U.S. dollar relative to the local currency could reduce sales of our products.

Operational and Technology Risks

We rely on third parties to manufacture our products, and if they are unable to do so on a timely basis in sufficient quantities and using competitive technologies, our business could be materially adversely affected.

We utilize third-party wafer foundries to fabricate the silicon wafers for all of our products. We rely on Taiwan Semiconductor Manufacturing Company Limited (TSMC) for the production of all wafers for microprocessor and GPU products at 7 nanometer (nm) or smaller nodes, and we rely primarily on GLOBALFOUNDRIES Inc. (GF) for wafers for microprocessor and GPU products manufactured at process nodes larger than 7 nm. We also utilize TSMC, United Microelectronics Corporation (UMC) and Samsung Electronics Co., Ltd. for our integrated circuits (IC) in the form of programmable logic devices. We also rely on third-party manufacturers to assemble, test, mark and pack (ATMP) our products. Our third-party package assembly partners are responsible for packaging technology used to fabricate our products. It is important to have reliable relationships with all of these third-party manufacturing suppliers to ensure adequate product supply to respond to customer demand.

We cannot guarantee that these manufacturers or our other third-party manufacturing suppliers will be able to meet our near-term or long-term manufacturing requirements. If we experience supply constraints from our third-party manufacturing suppliers, we may be required to allocate the reduced quantities of affected products amongst our customers, which could have a material adverse effect on our relationships with these customers and on our financial condition. In addition, if we are unable to meet customer demand due to fluctuating or late supply from our manufacturing suppliers, it could result in lost sales and have a material adverse effect on our business. For example, if TSMC is not able to manufacture wafers for our microprocessor and GPU products at 7 nm or smaller nodes and our newest IC products in sufficient quantities to meet customer demand, it could have a material adverse effect on our business.

We do not have long-term commitment contracts with some of our third-party manufacturing suppliers. We obtain some of these manufacturing services on a purchase order basis and these manufacturers are not required to provide us with any specified minimum quantity of product beyond the quantities in an existing purchase order. Accordingly, we depend on these suppliers to allocate to us a portion of their manufacturing capacity sufficient to meet our needs, to produce products of acceptable quality and at acceptable manufacturing yields and to deliver those products to us on a timely basis and at acceptable prices. The manufacturers we use also fabricate wafers and ATMP products for other companies, including certain of our competitors. They could choose to prioritize capacity for other customers, increase the prices that they charge us on short notice, require onerous prepayments, or reduce or eliminate deliveries to us, which could have a material adverse effect on our business.

Other risks associated with our dependence on third-party manufacturers include limited control over delivery schedules, yield, cycle times, quality assurance, price increases, lack of capacity in periods of excess demand, misappropriation of our intellectual property, dependence on several subcontractors, and limited ability to manage inventory and parts. Moreover, if any of our third-party manufacturers (or their subcontractors) suffer any damage to facilities, lose benefits under material agreements, experience power outages, lack sufficient capacity to manufacture our products, encounter financial difficulties, are unable to secure necessary raw materials from their suppliers, suffer any other disruption or reduction in efficiency, or experience uncertain social, economic or political circumstances or conditions, we may encounter supply delays or disruptions. If we are unable to secure sufficient or reliable supplies of products, our ability to meet customer demand may be adversely affected and this could materially affect our business.

If we transition the production of some of our products to new manufacturers, we may experience delayed product introductions, lower yields or poorer performance of our products. If we experience problems with product quality or are unable to secure sufficient capacity from a particular third-party manufacturer, or if we for other reasons cease utilizing one of those manufacturers, we may be unable to timely secure an alternative supply for any specific product. We could experience significant delays in the shipment of our products if we are required to find alternative third-party manufacturers, which could have a material adverse effect on our business.

We are a party to a wafer supply agreement (WSA) with GF that governs the terms by which we purchase products manufactured by GF and this agreement is in place through 2025. GF will provide a minimum annual capacity allocation to us for years 2022 through 2025 and we have corresponding annual wafer purchase targets. If we do not meet the annual wafer purchase target for any of these years, we will be required to pay to GF a portion of the difference between the actual wafer purchases and the wafer purchase target for that year. AMD and GF also have agreed to wafer pricing through 2025, and we are obligated to pre-pay GF certain amounts for those wafers in 2023. We do not have any exclusivity commitments with GF, and we have full flexibility to contract with any wafer foundry with respect to all products manufactured at any technology node. If our actual wafer requirements are less than the number of wafers required to meet the applicable annual wafer purchase target, we could have excess inventory or higher inventory unit costs, both of which may adversely impact our gross margin and our results of operations. If GF fails to meet its minimum annual capacity allocation obligations, we could experience significant delays in the shipment of our products, which could have a material adverse effect on our business.

We are party to two ATMP joint ventures (collectively, the ATMP JVs) with affiliates of Tongfu Microelectronics Co., Ltd. The majority of our ATMP services are provided by the ATMP JVs and there is no guarantee that the ATMP JVs will be able to fulfill our long-term ATMP requirements. If we are unable to meet customer demand due to fluctuating or late supply from the ATMP JVs, it could result in lost sales and have a material adverse effect on our business.

If essential equipment, materials, substrates or manufacturing processes are not available to manufacture our products, we could be materially adversely affected.

We may purchase equipment, materials and substrates for use by our back-end manufacturing service providers from a number of suppliers and our operations depend upon obtaining deliveries of adequate supplies of equipment and materials on a timely basis. Our third-party suppliers also depend on the same timely delivery of adequate quantities of equipment and materials in the manufacture of our products. In addition, as many of our products increase in technical complexity, we rely on our third-party suppliers to update their processes in order to continue meeting our back-end manufacturing needs. Certain equipment and materials that are used in the manufacture of our products are available only from a limited number of suppliers, or in some cases, a sole supplier. We also depend on a limited number of suppliers to provide the majority of certain types of IC packages for our microprocessors, including our APU products. Similarly, certain non-proprietary materials or components such as memory, printed circuit boards (PCBs), interposers, substrates and capacitors used in the manufacture of our products are currently available from only a limited number of suppliers. If we are unable to procure a stable supply of memory, equipment, materials or substrates on an ongoing basis and at reasonable costs to meet our production requirements, we could experience a shortage in memory, equipment, materials or substrate supply or an increase in production costs, which could have a material adverse effect on our business. We have long-term purchase commitments and prepayment arrangements with some of our suppliers. If the delivery of such supply is delayed or does not occur for any reason, it could materially impact our ability to procure and process the required volume of supply to meet customer demand. Conversely, a decrease in customer demand could result in excess inventory and an increase in our production costs, particularly since we have prepayment arrangements with certain suppliers. Because some of the equipment and materials that we and our third-party manufacturers purchase are complex, it is sometimes difficult to substitute one equipment or materials supplier for another. From time to time, suppliers may extend lead times, limit supply or increase prices due to capacity constraints or other factors. Also, some of these materials and components may be subject to rapid changes in price and availability. Interruption of supply or increased demand in the industry could cause shortages and price increases in various essential materials. Dependence on a sole supplier or a limited number of suppliers exacerbates these risks. If we are unable to procure certain of these materials for our back-end manufacturing operations, or our third-party manufacturers are unable to procure materials for manufacturing our products, our business would be materially adversely affected.

Failure to achieve expected manufacturing yields for our products could negatively impact our financial results.

Semiconductor manufacturing yields are a result of product design, process technology and packaging technology, which is typically proprietary to the manufacturer, and low yields can result from design failures, packaging technology failures, process technology failures or a combination of some or all of these. Our third-party manufacturers are responsible for the process technologies used to fabricate silicon wafers. If our third-party manufacturers experience manufacturing inefficiencies or encounter disruptions, errors or difficulties during production, we may fail to achieve acceptable yields or we may experience product delivery delays. We cannot be certain that our third-party manufacturers will be able to develop, expand, obtain or successfully implement leading-edge manufacturing process or packaging technologies needed to manufacture future generations of our products profitably or on a timely basis or that our competitors will not develop new technologies, products or processes earlier. Moreover, during periods when our third-party manufacturers are implementing new process or packaging technologies, their manufacturing facilities may not be fully productive. A substantial delay in the technology transitions to smaller process technologies could have a material adverse effect on us, particularly if our competitors transition to more cost effective technologies before us. For example, we are presently focusing our 7 nm and lower product microprocessor and GPU portfolio on TSMC's processes. If TSMC is not able to manufacture wafers for our products at 7 nm or smaller nodes in sufficient quantities to meet customer demand, it could have a material adverse effect on our business. Moreover, we rely on TSMC, UMC and our other foundries to produce wafers with competitive performance attributes for our IC products. Therefore, the foundries, particularly TSMC which manufactures our newest IC products, must be able to transition to advanced manufacturing process technologies and increased wafer sizes, produce wafers at acceptable yields and deliver them in a timely manner.

Any decrease in manufacturing yields could result in an increase in per unit costs, which would adversely impact our gross margin and/or force us to allocate our reduced product supply amongst our customers, which could harm our relationships and reputation with our customers and materially adversely affect our business.

The success of our business is dependent upon our ability to introduce products on a timely basis with features and performance levels that provide value to our customers while supporting and coinciding with significant industry transitions.

Our success depends to a significant extent on the development, qualification, implementation and acceptance of new product designs and improvements that provide value to our customers. Our ability to develop, qualify and distribute, and have manufactured, new products and related technologies to meet evolving industry requirements, at prices acceptable to our customers and on a timely basis, are significant factors in determining our competitiveness in our target markets. We cannot assure you that our efforts to execute our product roadmap will result in innovative products and technologies that provide value to our customers. If we fail to or are delayed in developing, qualifying or shipping new products or technologies that provide value to our customers and address these new trends or if we fail to predict which new form factors, product features preferences or requirements, consumers will adopt and adjust our business accordingly, we may lose competitive positioning, which could cause us to lose market share and require us to discount the selling prices of our products. Although we make substantial investments in research and development, we cannot be certain that we will be able to develop, obtain or successfully implement new products and technologies on a timely basis or that they will be well-received by our customers. Moreover, our investments in new products and technologies involve certain risks and uncertainties and could disrupt our ongoing business. New investments may not generate sufficient revenue, may incur unanticipated liabilities and may divert our limited resources and distract management from our current operations. We cannot be certain that our ongoing investments in new products and technologies will be successful, will meet our expectations and will not adversely affect our reputation, financial condition and operating results. For example, as part of our AI Platform strategy, we have a portfolio of hardware products and software tools to allow our customers to develop scalable and pervasive AI solutions. We are increasingly building AI capabilities into our products, but if we fail to develop and timely offer such products and technologies or keep pace with the product offerings of our competitors, our business could be adversely affected. Additionally, our efforts in developing new AI technology solutions are inherently risky and do not always succeed. We may incur significant costs, resources, investments, delays and not achieve a return on investment or capitalize on the opportunities presented by AI. Moreover, while AI adoption is likely to continue and may accelerate, the long-term trajectory of this technological trend is unknown.

Delays in developing, qualifying or shipping new products can also cause us to miss our customers' product design windows or, in some cases, breach contractual obligations or cause us to pay penalties. If our customers do not include our products in the initial design of their computer systems or products, they will typically not use our products in their systems or products until at least the next design configuration. The process of being qualified for inclusion in a customer's system or product can be lengthy and could cause us to further miss a cycle in the demand of end-users, which also could result in a loss of market share and harm our business. We also depend on the success and timing of our customers' platform launches. If our customers delay their product launches or if our customers do not effectively market their platforms with our products, it could result in a delay in bringing our products to market and cause us to miss a cycle in the demand of end-users, which could materially adversely affect our business. In addition, market demand requires that products incorporate new features and performance standards on an industry-wide basis. Over the life of a specific product, the sale price is typically reduced over time. The introduction of new products and enhancements to existing products is necessary to maintain the overall corporate average selling price. If we are unable to introduce new products with sufficiently high sale prices or to increase unit sales volumes capable of offsetting the reductions in the sale prices of existing products over time, our business could be materially adversely affected.

Our revenue from our semi-custom SoC products is dependent upon our semi-custom SoC products being incorporated into customers' products and the success of those products.

The revenue that we receive from our semi-custom SoC products is in the form of non-recurring engineering fees charged to third parties for design and development services and revenue received in connection with sales of our semi-custom SoC products to these third parties. As a result, our ability to generate revenue from our semi-custom products depends on our ability to secure customers for our semi-custom design pipeline, our customers' desire to pursue the project and our semi-custom SoC products being incorporated into those customers' products. Any revenue from sales of our semi-custom SoC products is directly related to sales of the third-party's products and reflective of their success in the market. Moreover, we have no control over the marketing efforts of these third parties, and we cannot make any assurances that sales of their products will be successful in current or future years. Consequently, the semi-custom SoC product revenue expected by us may not be fully realized and our operating results may be adversely affected.

Our products may be subject to security vulnerabilities that could have a material adverse effect on us.

The products that we sell are complex and have been and may in the future be subject to security vulnerabilities that could result in, among other things, the loss, corruption, theft or misuse of confidential data or system performance issues. Our efforts to prevent and address security vulnerabilities may decrease performance, be only partially effective or not successful at all. We may depend on vendors to create mitigations to their technology that we incorporate into our products and they may delay or decline to make such mitigations. We may also depend on third parties, such as customers and end users, to deploy our mitigations alone or as part of their own mitigations, and they may delay, decline or modify the implementation of such mitigations. Our relationships with our customers could be adversely affected as some of our customers may stop purchasing our products, reduce or delay future purchases of our products, or use competing products. Any of these actions by our customers could adversely affect our revenue. We have and may in the future be subject to claims and litigation related to security vulnerabilities. Actual or perceived security vulnerabilities of our products may subject us to adverse publicity, damage to our brand and reputation, and could materially harm our business or financial results.

IT outages, data loss, data breaches and cyber-attacks could compromise our intellectual property or other sensitive information, be costly to remediate or cause significant damage to our business, reputation and operations.

In the ordinary course of our business, we maintain sensitive data on our information technology (IT) assets, and also may maintain sensitive information on our business partners' and third-party providers' IT assets, including our intellectual property and proprietary or confidential business information relating to our business and that of our customers and business partners. The White House, SEC and other regulators have also increased their focus on companies' cybersecurity vulnerabilities and risks. Maintaining the security of this information is important to our business and reputation. AMD and companies like AMD and our vendors and customers have been increasingly subject to cybersecurity attempts and threats. The increased prevalence of work-from-home arrangements at AMD and our providers has presented additional operational risks and cybersecurity attack vectors to our IT systems. These threats can come from a variety of sources, all ranging in sophistication from an individual hacker or insider threat to a state-sponsored attack. Cyber threats may be generic, or they may be custom-crafted against our information systems. Cyber threats have and may come into our network through malicious code that is added to widely available open-source software, compromised commercial software or security vulnerabilities in our products or those of a third party that are being used by attackers prior to mitigations being put in place, such as zero-day attacks. Cyber-attacks have and may come into our IT system through the compromise of our users' access credentials. Users' access credentials can be compromised by phishing, vishing, smishing, multi-factor authentication (MFA) prompt bombing, hacking, or other social engineering, cybersecurity, or theft activities. Cyber-attacks have become increasingly more prevalent and much harder to detect, defend against or prevent and have and may cause a disruption to our business. As AI capabilities improve and are increasingly adopted, we may see cyberattacks created through AI. These attacks could be crafted with an AI tool to directly attack information systems with increased speed and/or efficiency than a human threat actor or create more effective phishing emails. In addition, the threat could be introduced from the result of our or our customers and business partners incorporating the output of an AI tool that includes a threat, such as introducing malicious code by incorporating AI generated source code. Our network and storage applications, as well as those of our customers, business partners, and third-party providers, may be subject to unauthorized access by hackers or breached due to operator error, malfeasance or other system disruptions.

It is often difficult to anticipate or immediately detect such incidents and the damage caused by such incidents. It also may not be possible to determine the root cause of such incidents or mitigate quickly enough to stop an attack. These data breaches and any unauthorized access, misuse or disclosure of our information or intellectual property could compromise our intellectual property and expose sensitive business information or personally identifiable information (PII). Cyber-attacks on us or our customers, business partners or third-party providers have and could disrupt business operations, such as the occurrence of remediation costs, product development delays, and the diversion of management's attention and key information technology resources. These incidents could also subject us to liability, expose us to significant expense and cause significant harm to our reputation and business.

We also maintain confidential and PII about our workers and consumers. The confidentiality and integrity of our worker and consumer data is important to our business and our workers and consumers have a high expectation that we adequately protect their personal information. In addition, many governments have enacted laws around personally identifiable information, such as the European Union's General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), and failure to comply or a breach of PII could result in sanctions or other actions by the governments or litigation by other entities.

We anticipate ongoing and increasing costs related to enhancing and implementing information security controls, including costs related to upgrading application, computer, and network security components; training workers to maintain and monitor our security controls; investigating, responding to and remediating any data security breach, and addressing any related litigation; mitigating reputational harm; and complying with external regulations.

We often partner with third-party providers for certain worker services and we may provide certain limited worker information to such third parties based on the scope of the services provided to us. We also provide sensitive information to vendors, customers and contractors. If these third parties fail to adopt or adhere to adequate data security practices, or in the event of a breach of their networks, our workers' data and sensitive information may be improperly accessed, used or disclosed.

A breach of data privacy may cause significant disruption of our business operations. Failure to adequately maintain and update our security systems could materially adversely affect our operations and our ability to maintain worker confidence. Failure to prevent unauthorized access to electronic and other confidential information, IT outages, data loss and data breaches could materially adversely affect our financial condition, our competitive position and operating results.

We may encounter difficulties in upgrading and operating our new enterprise resource planning system, which could materially adversely affect us.

We are currently upgrading our enterprise resource planning (ERP) system to help us manage our operations and financial reporting and during the first half of fiscal year 2023, we completed the initial phase of the implementation. The implementation of a new ERP system is a major undertaking and poses several challenges, both financially and from a management and personnel perspective. Costs and risks inherent in the conversion to our upgraded and new ERP system may include disruptions to business continuity, difficulty in maintaining effective internal controls, administrative and technical problems, interruptions or delays in sales processes, expenditure overruns, and data migration issues. If we do not properly address or mitigate these issues it could result in increased costs and the diversion of management's attention and resources, negatively impacting our operating results and ability to effectively manage our business. Moreover, once our ERP system is upgraded, it may not operate as we expect it to and cause disruption to our operations. There are no assurances that our new ERP system will be successfully implemented and the failure to do so could have a material adverse effect on our business.

Uncertainties involving the ordering and shipment of our products could materially adversely affect us.

We typically sell our products pursuant to individual purchase orders. We generally do not have long-term supply arrangements with our customers or minimum purchase requirements except that orders generally must be for standard pack quantities. Generally, our customers may cancel orders for standard products more than 30 days prior to shipment without incurring significant fees. We base our inventory levels in part on customers' estimates of demand for their products, which may not accurately predict the quantity or type of our products that our customers will want in the future or ultimately end up purchasing. Our ability to forecast demand is further complicated when our products are sold indirectly through downstream channel distributors and customers, as our forecasts for demand are then based on estimates provided by multiple parties throughout the downstream channel. To the extent we fail to forecast demand and product mix accurately or are unable to increase production or secure sufficient capacity and there is a mismatch between supply and demand for our products, it could limit our ability to meet customer demand and have a material adverse effect on our business. Many of our markets are characterized by short product lifecycles, which can lead to rapid obsolescence and price erosion. In addition, our customers may change their inventory practices on short notice for any reason. For example, since the second half of 2022, we have experienced a decline in our Client segment revenue as a result of weak PC market macroeconomic conditions and inventory correction actions across the PC supply chain. We may build inventories during periods of anticipated growth, and the cancellation or deferral of product orders or overproduction due to failure of anticipated orders to materialize could result in excess or obsolete inventory, which could result in write-downs of inventory and an adverse effect on gross margins. Our customers may also experience a shortage of, or delay in receiving certain components to build their products, which in turn may affect the demand for or the timing of our products. For instance, OEMs have and continue to experience industry-wide challenges securing matched component sets to build their products.

Excess or obsolete inventory have and may in the future result in write-downs of the value of our inventory. For example, in the third quarter of 2022, we recorded certain charges primarily for inventory, pricing and related reserves in the Gaming and Client segments. Factors that may result in excess or obsolete inventory, a reduction in the average selling price, or a reduction in our gross margin include: a sudden or significant decrease in demand for our products; a production or design defect in our products; a higher incidence of inventory obsolescence because of rapidly changing technology and customer requirements; a failure to accurately estimate customer demand for our products, including for our older products as our new products are introduced; or our competitors introducing new products or taking aggressive pricing actions.

Our ability to design and introduce new products in a timely manner includes the use of third-party intellectual property.

In the design and development of new and enhanced products, we rely on third-party intellectual property such as development and testing tools for software and hardware. Furthermore, certain product features may rely on intellectual property acquired from third parties that incorporate into our software or hardware. The design requirements necessary to meet customer demand for more features and greater functionality from semiconductor products may exceed the capabilities of the third-party intellectual property or development or testing tools available to us. If the third-party intellectual property that we use becomes unavailable, is not available with required functionality or performance in the time frame, manufacturing technology, or price point needed for our new products or fails to produce designs that meet customer demands, or laws are adopted that affect our use of third party intellectual property in certain regions or products, our business could be materially adversely affected.

We depend on third-party companies for the design, manufacture and supply of motherboards, software, memory and other computer platform components to support our business and products.

We depend on third-party companies for the design, manufacture and supply of motherboards, graphics cards, software (e.g., BIOS, operating systems, drivers), memory and other components that we use to design, support and sell, and our customers utilize to support and/or use our product offerings. We also rely on our AIB partners to support our products. In addition, our microprocessors are not designed to function with motherboards and chipsets designed to work with Intel microprocessors. If the designers, manufacturers, AIBs and suppliers of motherboards, graphics cards, software, memory and other components cease or reduce their design, manufacture or production of current or future products that are based on, utilized in, or support our products, or laws are adopted that result in the same, our business could be materially adversely affected.

If we lose Microsoft Corporation's support for our products or other software vendors do not design and develop software to run on our products, our ability to sell our products could be materially adversely affected.

Our ability to innovate beyond the x86 instruction set controlled by Intel depends partially on Microsoft designing and developing its operating systems to run on or support our x86-based microprocessor products. With respect to our graphics products, we depend in part on Microsoft to design and develop its operating system to run on or support our graphics products. Similarly, the success of our products in the market, such as our APU products, is dependent on independent software providers designing and developing software to run on our products. If Microsoft does not continue to design and develop its operating systems so that they work with our x86 instruction sets or does not continue to develop and maintain their operating systems to support our graphics products, independent software providers may forego designing their software applications to take advantage of our innovations and customers may not purchase PCs with our products. In addition, some software drivers licensed for use with our products are certified by Microsoft. If Microsoft did not certify a driver, or if we otherwise fail to retain the support of Microsoft or other software vendors, our ability to market our products would be materially adversely affected.

Our reliance on third-party distributors and AIB partners subjects us to certain risks.

We market and sell our products directly and through third-party distributors and AIB partners pursuant to agreements that can generally be terminated for convenience by either party upon prior notice. These agreements are non-exclusive and permit both our distributors and AIB partners to offer our competitors' products. We are dependent on our distributors and AIB partners to supplement our direct marketing and sales efforts. If any significant distributor or AIB partner or a substantial number of our distributors or AIB partners terminated their relationship with us, decided to market our competitors' products over our products or decided not to market our products at all, our ability to bring our products to market would be impacted and we would be materially adversely affected. We extend credit to certain of our distributors and AIB partners. If we are unable to collect accounts receivable from our significant distributors and/or AIB partners or incur higher allowances for credit losses, it could have a material adverse effect on our business. If we are unable to manage the risks related to the use of our third-party distributors and AIB partners or offer appropriate incentives to focus them on the sale of our products, our business could be materially adversely affected.

Additionally, distributors and AIB partners typically maintain an inventory of our products. In most instances, our agreements with distributors protect their inventory of our products against price reductions, as well as provide return rights for any product that we have removed from our price book that is less than 12 months older than the manufacturing date. Some agreements with our distributors also contain standard stock rotation provisions permitting limited levels of product returns. Our agreements with AIB partners protect their inventory of our products against price reductions. In the event of a significant decline in the price of our products, the price protection rights we offer would materially adversely affect us because our revenue and corresponding gross margin would decline.

Our business is dependent upon the proper functioning of our internal business processes and information systems and modification or interruption of such systems may disrupt our business, processes and internal controls.

We rely upon a number of internal business processes and information systems to support key business functions, and the efficient operation of these processes and systems is critical to our business. Our business processes and information systems need to be sufficiently scalable to support the growth of our business and may require modifications or upgrades that expose us to a number of operational risks. As such, our information systems will continually evolve and adapt in order to meet our business needs. These changes may be costly and disruptive to our operations and could impose substantial demands on management time.

These changes may also require changes in our information systems, modification of internal control procedures and significant training of employees and third-party resources. We continuously work on simplifying our information systems and applications through consolidation and standardization efforts. There can be no assurance that our business and operations will not experience any disruption in connection with this transition. Our information technology systems, and those of third-party information technology providers or business partners, may also be vulnerable to damage or disruption caused by circumstances beyond our control including catastrophic events, power anomalies or outages, natural disasters, viruses or malware, cyber-attacks, insider threat attacks, unauthorized system or data modifications, data breaches and computer system or network failures, exposing us to significant cost, reputational harm and disruption or damage to our business.

In addition, as our IT environment continues to evolve, we are embracing new ways of communicating and sharing data internally and externally with customers and partners using methods such as mobility and the cloud that can promote business efficiency. However, these practices can also result in a more distributed IT environment, making it more difficult for us to maintain visibility and control over internal and external users, and meet scalability and administrative requirements. If our security controls cannot keep pace with the speed of these changes or if we are not able to meet regulatory and compliance requirements, our business would be materially adversely affected.

If our products are not compatible with some or all industry-standard software and hardware, we could be materially adversely affected.

Our products may not be fully compatible with some or all industry-standard software and hardware. Further, we may be unsuccessful in correcting any such compatibility problems in a timely manner. If our customers are unable to achieve compatibility with software or hardware, we could be materially adversely affected. In addition, the mere announcement of an incompatibility problem relating to our products could have a material adverse effect on our business.

Costs related to defective products could have a material adverse effect on us.

Products as complex as those we offer may contain defects or failures when first introduced or when new versions or enhancements to existing products are released. We cannot assure you that, despite our testing procedures, errors will not be found in new products or releases after commencement of commercial shipments in the future, which could result in loss of or delay in market acceptance of our products, material recall and replacement costs, loss of revenue, writing down the inventory of defective products, the diversion of the attention of our engineering personnel from product development efforts, defending against litigation related to defective products or related liabilities, including property damage, personal injury, damage to our reputation in the industry and loss of data or intangible property, and could adversely affect our relationships with our customers. In addition, we may have difficulty identifying the end customers of the defective products in the field. As a result, we could incur substantial costs to implement modifications to correct defects. Any of these problems could materially adversely affect our business.

We could be subject to potential product liability claims if one of our products causes, or merely appears to have caused, an injury, whether tangible or intangible. Claims may be made by consumers or others selling our products, and we may be subject to claims against us even if an alleged injury is due to the actions of others. A product liability claim, recall or other claim with respect to uninsured liabilities or for amounts in excess of insured liabilities could have a material adverse effect on our business.

If we fail to maintain the efficiency of our supply chain as we respond to changes in customer demand for our products, our business could be materially adversely affected.

Our ability to meet customer demand for our products depends, in part, on our ability to deliver the products our customers want on a timely basis. Accordingly, we rely on our supply chain for the manufacturing, distribution and fulfillment of our products. As we continue to grow our business, expand to high-growth adjacent markets, acquire new customers and strengthen relationships with existing customers, the efficiency of our supply chain will become increasingly important because many of our customers tend to have specific requirements for particular products, geographic requirements, and specific time-frames in which they require delivery of these products. If we are unable to consistently deliver the right products to our customers on a timely basis in the right locations, our customers may reduce the quantities they order from us, which could have a material adverse effect on our business.

We outsource to third parties certain supply-chain logistics functions, including portions of our product distribution, transportation management and information technology support services.

We rely on third-party providers to operate our regional product distribution centers and to manage the transportation of our work-in-process and finished products among our facilities, to our third-party manufacturers and to our customers. In addition, we rely on third parties to provide certain information technology services to us, including help desk support, desktop application services, business and software support applications, server and storage administration, data center operations, database administration and voice, video and remote access. We cannot guarantee that these providers will fulfill their respective responsibilities in a timely manner in accordance with the contract terms, in which case our internal operations and the distribution of our products to our customers could be materially adversely affected. Also, we cannot guarantee that our contracts with these third-party providers will be renewed, in which case we would have to transition these functions in-house or secure new providers, which could have a material adverse effect on our business if the transition is not executed appropriately.

Our inability to effectively control the sales of our products on the gray market could have a material adverse effect on us.

We market and sell our products directly to OEMs and through authorized third-party distributors. From time to time, our products are diverted from our authorized distribution channels and are sold on the "gray market." Gray market products result in shadow inventory that is not visible to us, thus making it difficult to forecast demand accurately. Also, when gray market products enter the market, we and our distribution channels compete with these heavily discounted gray market products, which adversely affects demand for our products and negatively impacts our margins. In addition, our inability to control gray market activities could result in customer satisfaction issues because any time products are purchased outside our authorized distribution channels there is a risk that our customers are buying counterfeit or substandard products, including products that may have been altered, mishandled or damaged, or are used products represented as new.

Legal and Regulatory Risks

Government actions and regulations such as export regulations, tariffs, and trade protection measures may limit our ability to export our products to certain customers.

We have equity interests in two joint ventures (collectively, the THATIC JV) with Higon Information Technology Co., Ltd. (THATIC), a third-party Chinese entity. In June 2019, the Bureau of Industry and Security (BIS) of the United States Department of Commerce added certain Chinese entities to the Entity List, including THATIC and the THATIC JV. Since that time, the United States administration has called for changes to domestic and foreign policy, including policies with respect to China and Russia. Specifically, United States-China trade relations remain uncertain as the United States continues to add more Chinese companies to the Entity List and more regulations targeted to advanced computing, semiconductor manufacturing, and emerging technologies such as AI. Further, the United States and other countries and coalitions have issued sanctions and revisions to export control and other regulations against Russia, Belarus and the DNR and LNR regions of Ukraine, due to the conflict in Ukraine. Additionally, BIS has issued new requirements that prevent us from shipping our AMD Instinct™ MI250 and MI250X integrated circuits to China without a license. BIS may issue new licensing requirements and regulatory controls in the future. A significant trade disruption or the establishment or increase of any tariffs, trade protection measures or restrictions could result in lost sales adversely impacting our reputation and business. There is also a possibility of future tariffs, trade protection measures, import or export regulations or other restrictions imposed on our products or on our customers by the United States, China or other countries that could have a material adverse effect on our business. Export control restrictions may adversely impact the ability of our research and development teams located outside of the United States from executing our product roadmaps in a timely manner or at all.

We may, from time to time, receive technical data from third parties that is subject to the International Traffic and Arms Regulations (ITAR), which are administered by the U.S. Department of State. EAR and ITAR govern the export and re-export of certain AMD products, including FPGAs, as well as the transfer of related technologies or provision of services, whether in the U.S. or abroad. We are required to maintain an internal compliance program and security infrastructure to meet EAR and ITAR requirements. An inability to obtain the required export licenses, or to predict when they will be granted, increases the difficulties of forecasting shipments. In addition, security or compliance program failures that could result in penalties or a loss of export privileges, as well as stringent licensing restrictions that may make our products less attractive to overseas customers, could have a material adverse effect on our business, financial condition and/or operating results.

If we cannot realize our deferred tax assets, our results of operations could be adversely affected.

Our deferred tax assets include net operating losses and tax credit carryforwards that can be used to offset taxable income and reduce income taxes payable in future periods. Each quarter, we consider both positive and negative evidence to determine whether all or a portion of the deferred tax assets are more likely than not to be realized. If we determine that some or all of our deferred tax assets are not realizable, it could result in a material expense in the period in which this determination is made which may have a material adverse effect on our financial condition and results of operations.

In addition, a significant amount of our deferred tax assets related to net operating losses or tax credits which remain under a valuation allowance could be subject to limitations under Internal Revenue Code Section 382 or 383, separate return loss year rules, or dual consolidated loss rules. The limitations could reduce our ability to utilize the net operating losses or tax credits before the expiration of the tax attributes.

Our business is subject to potential tax liabilities, and exposure to greater-than-anticipated income tax liabilities as a result of changes in tax rules and regulations, changes in interpretation of tax rules and regulations, or unfavorable assessments from tax audits, could affect our effective tax rates, financial condition, and results of operations.

We are a U.S.-based multinational company subject to income tax, indirect tax or other tax claims in multiple U.S. and foreign tax jurisdictions in which we conduct business. Significant judgment is required in determining our worldwide provision for income taxes. Tax laws are dynamic and subject to change as new laws are passed and new interpretations of the law are issued or applied. Any changes to tax laws could have a material adverse effect on our tax obligations and effective tax rate. Our income tax obligations could be affected by many factors, including, but not limited to, changes to our corporate operating structure, intercompany arrangements, and tax planning strategies.

Our income tax expense is computed based on tax rates at the time of the respective financial period. Our future effective tax rates, financial condition and results from operations could be unfavorably affected by changes in the tax rates in jurisdictions where our income is earned, by changes in the tax rules and regulations or the interpretation of tax rules and regulations in the jurisdictions in which we do business or by changes in the valuation of our deferred tax assets. For example, the Organization for Economic Co-operation and Development (OECD) has introduced a framework to implement a global minimum corporate tax of 15%, referred to as Pillar 2. While it is uncertain if these proposals will be enacted into law in the U.S. or other countries in which we operate, it is possible that such proposals as adopted by countries could increase our tax uncertainty and may adversely affect our provision for income taxes.

In addition, we are subject to examinations of our income tax returns by domestic and foreign tax authorities. We regularly assess the likelihood of outcomes resulting from these examinations to determine the adequacy of our provision for income taxes and have reserved for potential adjustments that may result from the current examinations. There can be no assurance that the final determination of any of these examinations will not have an adverse effect on our effective tax rates, financial condition, and results of operations.

In the ordinary course of our business, there are many transactions and calculations where the ultimate income tax, indirect tax, or other tax determination is uncertain. Although we believe our tax estimates are reasonable, we cannot assure that the final determination of any tax audits or litigation will not be materially different from that which is reflected in historical tax provisions and accruals. Should additional taxes be assessed as a result of an audit, assessment or litigation, there could be a material adverse effect on our cash, tax provisions and results of operations in the period or periods for which that determination is made.

We are party to litigation and may become a party to other claims or litigation that could cause us to incur substantial costs or pay substantial damages or prohibit us from selling our products.

From time to time, we are a defendant or plaintiff in various legal actions, as described in Note 12 - Commitments and Contingencies of the Notes to our Condensed Consolidated Financial Statements. For example, we have been subject to certain claims concerning federal securities laws and corporate governance. Our products are purchased by and/or used by consumers, which could increase our exposure to consumer actions such as product liability claims and consumer class action claims. On occasion, we receive claims that individuals were allegedly exposed to substances used in our former semiconductor wafer manufacturing facilities and that this alleged exposure caused harm. Litigation can involve complex factual and legal questions, and its outcome is uncertain. It is possible that if a claim is successfully asserted against us, it could result in the payment of damages that could be material to our business.

With respect to intellectual property litigation, from time to time, we have been notified of, or third parties may bring or have brought, actions against us and/or against our customers based on allegations that we are infringing the intellectual property rights of others, contributing to or inducing the infringement of the intellectual property rights of others, improperly claiming ownership of intellectual property or otherwise improperly using the intellectual property of others. If any such claims are asserted, we may seek to obtain a license under the third parties' intellectual property rights. We cannot assure you that we will be able to obtain all of the necessary licenses on satisfactory terms, if at all. These parties may file lawsuits against us or our customers seeking damages (potentially up to and including treble damages) or an injunction against the sale of products that incorporate allegedly infringed intellectual property or against the operation of our business as presently conducted, which could result in our having to stop the sale of some of our products or to increase the costs of selling some of our products or which could damage our reputation. The award of damages, including material royalty payments, or other types of damages, or the entry of an injunction against the manufacture and sale of some or all of our products could have a material adverse effect on us. We could decide, in the alternative, to redesign our products or to resort to litigation to challenge such claims. Such challenges could be extremely expensive and time-consuming regardless of their merit, could cause delays in product release or shipment and/or could have a material adverse effect on us. We cannot assure you that litigation related to our intellectual property rights or the intellectual property rights of others can always be avoided or successfully concluded.

Even if we were to prevail, any litigation could be costly and time-consuming and would divert the attention of our management and key personnel from our business operations, which could have a material adverse effect on us.

We are subject to environmental laws, conflict minerals-related provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as a variety of other laws or regulations that could result in additional costs and liabilities.

Our operations and properties have in the past been and continue to be subject to various United States and foreign laws and regulations, including those relating to materials used in our products and manufacturing processes, discharge of pollutants into the environment, the treatment, transport, storage and disposal of solid and hazardous wastes and remediation of contamination. For manufacturing of our products, these laws and regulations require our suppliers to obtain permits for operations, including the discharge of air pollutants and wastewater. Although our management systems are designed to oversee our suppliers' compliance, we cannot assure you that our suppliers have been or will be at all times in complete compliance with such laws, regulations and permits. If our suppliers violate or fail to comply with any of them, a range of consequences could result, including fines, suspension of production, alteration of manufacturing processes, import/export restrictions, sales limitations, criminal and civil liabilities or other sanctions. Such non-compliance from our manufacturing suppliers could result in disruptions in supply, higher sourcing costs, and/or reputational damage for us. We could also be held liable for any and all consequences arising out of exposure to hazardous materials used, stored, released, disposed of by us or located at, under or emanating from our current or former facilities or other environmental or natural resource damage. We have been named as a responsible party at three Superfund sites in Sunnyvale, California. Although we have not been, we could be named a potentially responsible party at other Superfund or contaminated sites in the future. In addition, contamination that has not been identified could exist at our other facilities.

We cannot be certain that future environmental legal requirements will not become more stringent or costly in the future. Therefore, we cannot assure you that our costs of complying with current and future environmental and health and safety laws, and our liabilities arising from past and future releases of, or exposure to, hazardous substances will not have a material adverse effect on us.

Environmental laws are complex, change frequently and have tended to become more stringent over time. For example, the European Union (EU) and China are among a growing number of jurisdictions that have enacted restrictions on the use of lead and other materials in electronic products. These regulations affect semiconductor devices and packaging. As regulations restricting materials in electronic products continue to increase around the world, there is a risk that the cost, quality and manufacturing yields of products that are subject to these restrictions may be less favorable compared to products that are not subject to such restrictions, or that the transition to compliant products may not meet customer roadmaps, or produce sudden changes in demand, which may result in excess inventory. A number of jurisdictions including the EU, Australia, California and China are developing or have finalized market entry or public procurement regulations for computers and servers based on ENERGY STAR specifications as well as additional energy consumption limits. There is the potential for certain of our products being excluded from some of these markets which could materially adversely affect us.

We incur costs associated with complying with conflict minerals reporting requirements to our customers and the SEC. In addition to the SEC regulation, the EU, China and other jurisdictions are developing new policies focused on conflict minerals that may impact and increase the cost of our compliance program. Customers are increasingly seeking information about the source of minerals used in our supply chain beyond those addressed in laws and regulations. Given the complexity of mineral supply chains, we may face reputational challenges if we are unable to sufficiently verify the origins of the subject minerals. Moreover, we are likely to encounter challenges to satisfy customers who require that all of the components of our products be certified as "conflict free." If we cannot satisfy these customers, they may choose a competitor's products.

In addition to our Company, customers, governments and authorities continue to be focused on eliminating risks of forced labor in supply chains which may increase the cost of our compliance program. Several customers have also issued expectations to eliminate these occurrences, if any, that may impact us. While we have a Human Rights Policy and management systems to identify and avoid these practices in our supply chain, we cannot guarantee that our suppliers will always be in conformance to these laws and expectations. We may face enforcement liability and reputational challenges if we are unable to sufficiently meet these expectations. Moreover, we are likely to encounter challenges with customers if we cannot satisfy their forced and trafficked labor policies and they may choose a competitor's product.

New emerging technology trends, such as AI, require us to keep pace with evolving regulations and industry standards. In the United States, there are various current and proposed regulatory frameworks relating to the use of AI in products and services. We expect that the legal and regulatory environment relating to emerging technologies such as AI will continue to develop and could increase the cost of doing business, and create compliance risks and

potential liability, all which may have a material adverse effect on our financial condition and results of operations. Governments are also considering the new issues in intellectual property law that AI creates, which could result in different intellectual property rights in technology we create with AI and development processes and procedures and could have a material adverse effect on our business.

Merger, Acquisition and Integration Risks

Acquisitions, joint ventures and/or investments, and the failure to integrate acquired businesses, could disrupt our business and/or dilute or adversely affect the price of our common stock.

Our success will depend, in part, on our ability to expand our product offerings and grow our business in response to changing technologies, customer demands and competitive pressures. In some circumstances, we may pursue growth through the acquisition of complementary businesses, solutions or technologies or through joint ventures or investments rather than through internal development. The identification of suitable acquisition or joint venture candidates can be difficult, time-consuming and costly, and we may not be able to successfully complete identified acquisitions or joint ventures.

In addition, it is not certain that the companies we acquire will be successfully integrated with our business in a timely manner or at all, or that any of the anticipated benefits will be realized for a variety of reasons, including, but not limited to: our inability to integrate or benefit from acquired technologies or services in a profitable manner; diversion of capital and other resources, including management's attention from our existing business; unanticipated costs or liabilities associated with the integration; failure to leverage the increased scale of the combined businesses quickly and effectively; coordinating and integrating in countries in which we have not previously operated; the potential impact of the acquisitions on our relationships with employees, vendors, suppliers and customers; the impairment of relationships with, or the loss of, the acquired companies' employees, vendors, suppliers and customers; adverse changes in general economic conditions in regions in which we and the acquired companies operate; potential litigation associated with the acquisitions; difficulties in the assimilation of employees and culture; difficulties in managing the expanded operations of a larger and more complex company; challenges in attracting and retaining key personnel; and difficulties with integrating and upgrading our and the acquired companies' financial reporting systems. Many of these factors will be outside of our control and any one of them could result in increased costs, decreases in expected revenues and diversion of management's time and attention, which could materially impact the combined company. In addition, even if the operations of the businesses are integrated successfully, the full benefits of the acquisitions may not be realized within the anticipated time frame or at all. All of these factors could decrease or delay the expected accretive effect of the acquisitions and negatively impact the combined company. If we cannot successfully integrate our and the acquired companies' businesses and operations, or if there are delays in combining the businesses, it could negatively impact our ability to develop or sell new products and impair our ability to grow our business, which in turn could adversely affect our financial condition and operating results.

Acquisitions and joint ventures may also involve the entry into geographic or business markets in which we have little or no prior experience. Consequently, we may not achieve anticipated benefits of acquisitions or joint ventures, which could harm our operating results. In addition, to complete an acquisition, we may issue equity securities, which would dilute our stockholders' ownership and could adversely affect the price of our common stock, and/or incur debt, assume contingent liabilities or have amortization expenses and write-downs of acquired assets, which could adversely affect our results of operations. Moreover, if such acquisitions or joint ventures require us to seek additional debt or equity financing, we may not be able to obtain such financing on terms favorable to us or at all. Even if we successfully complete an acquisition or joint venture, we may not be able to assimilate and integrate effectively or efficiently the acquired business, technologies, solutions, assets, personnel or operations, particularly if key personnel of the acquired company decide not to work for us.

Acquisitions and joint ventures may also reduce our cash available for operations and other uses, which could harm our business. Also, any failure on our part to effectively evaluate and execute new business initiatives could adversely affect our business. We may not adequately assess the risks of new business initiatives and subsequent events may arise that alter the risks that were initially considered. Furthermore, we may not achieve the objectives and expectations with respect to future operations, products and services. The majority of our ATMP services are provided by the ATMP JVs, and there is no guarantee that the JVs will be able to fulfill our long-term ATMP requirements. If we are unable to meet customer demand due to fluctuating or late supply from the ATMP JVs, it could result in lost sales and have a material adverse effect on our business.

In addition, we may not realize the anticipated benefits from our business initiatives. For example, we may not realize the expected benefits from the THATIC JV's expected future performance, including the receipt of any future milestone payments and any royalties from certain licensed intellectual property. In June 2019, the BIS added certain Chinese entities to the Entity List, including THATIC and the THATIC JV. We are complying with U.S. law pertaining to the Entity List designation.

Any impairment of our tangible, definite-lived intangible or indefinite-lived intangible assets, including goodwill, may adversely impact our financial position and results of operations.

We account for certain acquisitions, including the Xilinx and Pensando acquisitions, using the acquisition method of accounting under the provisions of ASC 805, Business Combinations, with AMD representing the accounting acquirer under this guidance. We record assets acquired, including identifiable intangible assets, and liabilities assumed, at their respective fair values at the acquisition date. Any excess of the purchase price over the net fair value of such assets and liabilities will be recorded as goodwill. In connection with the Xilinx and Pensando acquisitions, we recorded significant goodwill and other intangible assets on our consolidated balance sheet. Indefinite-lived intangible assets, including goodwill, are tested for impairment at least annually, and all tangible and intangible assets including goodwill will be tested for impairment when certain indicators are present. If, in the future, we determine that tangible or intangible assets, including goodwill, are impaired, we would record an impairment charge at that time. Impairment testing of goodwill requires significant use of judgment and assumptions, particularly as it relates to the determination of fair value. Subsequent to our annual goodwill impairment analysis, we monitor for any events or changes in circumstances, such as significant adverse changes in business climate or operating results, changes in management's business strategy, an inability to successfully introduce new products in the marketplace, an inability to successfully achieve internal forecasts or significant declines in our stock price, which may represent an indicator of impairment. A decrease in the long-term economic outlook and future cash flows of our business could significantly impact asset values and potentially result in the impairment of tangible and intangible assets, including goodwill and may require us to record future impairment charges, which may have a material adverse impact on our financial position and results of operations.

Liquidity and Capital Resources Risks

The agreements governing our notes, our guarantees of the Assumed Xilinx Notes, and our Revolving Credit Agreement impose restrictions on us that may adversely affect our ability to operate our business.

The indenture governing our 3.924% Senior Notes due 2032 and 4.393% Senior Notes due 2052 contains various covenants that limit our ability to, among other things: create liens on certain assets to secure debt, enter into certain sale and leaseback transactions; and consolidate with, merge into or sell, convey or lease all or substantially all of our assets to any other person.

Additionally, in connection with the acquisition of Xilinx, we entered into supplemental indentures for the Assumed Xilinx Notes pursuant to which all obligations of Xilinx under the Assumed Xilinx Notes are unconditionally guaranteed on a senior unsecured basis by us. The indentures governing the Assumed Xilinx Notes also contain various covenants which limit our ability to, among other things, create certain liens on principal property or the capital stock of certain subsidiaries, enter into certain sale and leaseback transactions with respect to principal property, and consolidate or merge with, or convey, transfer or lease all or substantially all our assets, taken as a whole, to another person.

We also have an unsecured revolving credit facility in the aggregate principal amount of \$3.0 billion (Revolving Credit Agreement). Our Revolving Credit Agreement contains various covenants which limit our ability to, among other things, incur liens; and consolidate or merge or sell our assets as an entirety or substantially as an entirety (in each case, except for certain customary exceptions). In addition, our Revolving Credit Agreement requires us to maintain a minimum consolidated interest coverage ratio at the end of each fiscal quarter. The agreement governing our convertible notes and our Revolving Credit Agreement contains provisions whereby a payment default or acceleration under certain agreements with respect to other material indebtedness would result in cross defaults under our convertible indenture or the Revolving Credit Agreement and allow note holders or the lenders under our Revolving Credit Agreement to declare all amounts outstanding under certain of our indentures or the Revolving Credit Agreement to be immediately due and payable. If the lenders under our Revolving Credit Agreement accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay those borrowings.

Our indebtedness could adversely affect our financial position and prevent us from implementing our strategy or fulfilling our contractual obligations.

Our total debt principal amount outstanding as of July 1, 2023 was \$2.5 billion. Our indebtedness may make it difficult for us to satisfy our financial obligations, including making scheduled principal and interest payments; limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions and general corporate and other purposes; limit our ability to use our cash flow or obtain additional financing for future working capital, capital expenditures, acquisitions or other general corporate purposes; require us to use a substantial portion of our cash flow from operations to make debt service payments; place us at a competitive disadvantage compared to our competitors with relatively less debt; and increase our vulnerability to the impact of adverse economic and industry conditions.

We enter into sale and factoring arrangements from time to time with respect to certain accounts receivables, which arrangements are non-recourse to us in the event that an account debtor fails to pay for credit-related reasons, and are not included in our indebtedness. We could become obligated to repurchase such accounts receivables or otherwise incur liability to the counterparties under these arrangements under certain circumstances, such as where a commercial dispute arises between us and an account debtor.

We may not be able to generate sufficient cash to meet our working capital requirements. If we cannot generate sufficient revenue and operating cash flow, we may face a cash shortfall and be unable to make all of our planned investments in research and development or other strategic investments. Also, our cash and cash equivalents could be adversely affected if the banking institutions in which we hold our cash and cash equivalents fail.

Our ability to generate sufficient cash to meet our working capital requirements will depend on our financial and operating performance, which may fluctuate significantly from quarter to quarter, and is subject to prevailing economic, financial and business conditions along with other factors, many of which are beyond our control. We cannot assure you that we will be able to generate cash flow in amounts sufficient to enable us to meet our working capital requirements. If we are not able to generate sufficient cash flow from operations, we may be required to sell assets or equity, reduce expenditures, refinance all or a portion of our existing debt or obtain additional financing.

In addition, our ability to fund research and development expenditures depends on generating sufficient revenue and cash flow from operations and the availability of external financing, if necessary. Our research and development expenditures, together with ongoing operating expenses, will be a substantial drain on our cash flow and may decrease our cash balances. If new competitors, technological advances by existing competitors, or other competitive factors require us to invest significantly greater resources than anticipated in our research and development efforts, our operating expenses would increase. If we are required to invest significantly greater resources than anticipated in research and development efforts without an increase in revenue, our operating results could decline.

Our inability to generate sufficient cash from operations may require us to abandon projects or curtail planned investments in research and development or other strategic initiatives. If we curtail planned investments in research and development or abandon projects, our products may fail to remain competitive and our business would be materially adversely affected.

We maintain our cash and cash equivalents in accounts at certain banking institutions, and our deposits at these banking institutions may exceed insured limits. If a banking institution in which we hold funds fails or is subject to significant adverse conditions in the financial or credit markets, we could be subject to a risk of loss of all or a portion of such uninsured funds or be subject to a delay in accessing all or a portion of such uninsured funds. Any such loss or lack of access to these funds could adversely impact our short-term liquidity and ability to meet our operating expense obligations. Further, these events may make equity or debt financing more difficult to obtain, and additional equity or debt financing might not be available on reasonable terms, if at all.

General Risks

Our worldwide operations are subject to political, legal and economic risks and natural disasters, which could have a material adverse effect on us.

We maintain operations around the world, including in the United States, Canada, Europe, Australia, Latin America and Asia. We rely on third-party wafer foundries in the United States, Europe and Asia. Nearly all product assembly and final testing of our products is performed at manufacturing facilities, operated by third-party manufacturing facilities, in China, Malaysia and Taiwan. We also depend on third-party subcontractors to provide shipment services. We also have international sales operations. International sales, as a percent of net revenue, were 66% for the three months ended July 1, 2023. We expect that international sales will continue to be a significant portion of total sales in the foreseeable future.

The political, legal and economic risks associated with our operations in foreign countries include, without limitation: expropriation; changes in a specific country's or region's political or economic conditions; changes in tax laws, trade protection measures and import or export licensing requirements and restrictions; difficulties in protecting our intellectual property; difficulties in managing staffing and exposure to different employment practices and labor laws; changes in foreign currency exchange rates; restrictions on transfers of funds and other assets of our subsidiaries between jurisdictions; changes in freight rates; changes to macroeconomic conditions, including interest rates, inflation and recession; disruption in air transportation between the United States and our overseas facilities; loss or modification of exemptions for taxes and tariffs; and compliance with United States laws and regulations related to international operations, including export control and economic sanctions laws and regulations and the Foreign Corrupt Practices Act. Recently, the United States and other countries and coalitions have issued sanctions and revisions to export control and other regulations against Russia, Belarus, and the DNR and LNR regions of Ukraine, due to the conflict in Ukraine. Also, geopolitical changes between China and Taiwan could disrupt the operations of our Taiwan-based third-party wafer foundries, manufacturing facilities and subcontractors, and materially adversely affect our business, financial condition and/or operating results.

In addition, our worldwide operations (or those of our business partners) could be subject to natural disasters and climate change such as earthquakes, tsunamis, flooding, typhoons, droughts, fires, extreme heat and volcanic eruptions that disrupt our operations, or those of our manufacturers, vendors or customers. For example, our Santa Clara and San Jose operations are located near major earthquake fault lines in California. Also, we have operations and employees in regions that have experienced extreme weather such as prolonged heat waves, wildfires and freezing. Extreme weather events can also disrupt the ability of our suppliers to deliver expected manufacturing parts and/or services for periods of time. There may be conflict or uncertainty in the countries in which we operate, including public health issues (for example, an outbreak of a contagious disease such as COVID-19, avian influenza, measles or Ebola), safety issues, natural disasters, fire, disruptions of service from utilities, nuclear power plant accidents or general economic or political factors. For example, governments worldwide have implemented, and continue to implement, measures to slow down the outbreak of COVID-19. We have experienced, and will continue to experience, disruptions to our business as these measures have, and will continue to have, an effect on our business operations and practices.

In addition, many governments have enacted laws around PII, such as the GDPR and the CCPA, and the failure to comply could result in sanctions or other actions by the governments. The GDPR imposes significant requirements on how we collect, process and transfer personal data, as well as significant fines for non-compliance.

The United States has been and may continue to be involved in armed conflicts that could have a further impact on our sales and our supply chain. The consequences of armed conflict, political instability or civil or military unrest are unpredictable, and we may not be able to foresee events that could have a material adverse effect on us. Terrorist attacks or other hostile acts may negatively affect our operations, or adversely affect demand for our products, and such attacks or related armed conflicts may impact our physical facilities or those of our suppliers or customers. Furthermore, these attacks or hostile acts may make travel and the transportation of our products more difficult and more expensive, which could materially adversely affect us. Any of these events could cause consumer spending to decrease or result in increased volatility in the United States economy and worldwide financial markets.

Any of the above risks, should they occur, could result in increased costs, shipment delays, general business interruptions, the inability to obtain, or delays in obtaining export licenses for certain technology, penalties or a loss of export privileges, as well as stringent licensing restrictions that may make our products less attractive to international customers, tariffs and other barriers and restrictions, longer payment cycles, increased taxes, restrictions on the repatriation of funds and the burdens of complying with a variety of foreign laws, any of which could ultimately have a material adverse effect on our business.

We may incur future impairments of our technology license purchases.

We license certain third-party technologies and tools for the design and production of our products. We report the value of those licenses as other non-current assets on the balance sheet and we periodically evaluate the carrying value of those licenses based on their future economic benefit to us. Factors such as the life of the assets, changes in competing technologies, and changes to the business strategy may represent an indicator of impairment. The occurrence of any of these events may require us to record future technology license impairment charges.

Our inability to continue to attract and retain qualified personnel may hinder our business.

Much of our future success depends upon the continued service of numerous qualified engineering, marketing, sales and executive employees. Competition for highly skilled executives and employees in the technology industry, especially in the areas of AI and machine learning, is intense and our competitors have targeted individuals in our organization that have desired skills and experience. If we are not able to continue to attract, train and retain our leadership team and our qualified employees necessary for our business, the progress of our product development programs could be hindered, and we could be materially adversely affected. To help attract, retain and motivate our executives and qualified employees, we use share-based incentive awards such as employee stock options and non-vested share units (restricted stock units). If the value of such stock awards does not appreciate as measured by the performance of the price of our common stock, or if our share-based compensation otherwise ceases to be viewed as a valuable benefit, our ability to attract, retain and motivate our executives and employees could be weakened, which could harm our results of operations. Also, if the value of our stock awards increases substantially, this could potentially create great personal wealth for our executives and employees and affect our ability to retain our personnel. In addition, any future restructuring plans may adversely impact our ability to attract and retain key employees.

Our stock price is subject to volatility.

Our stock price has experienced price and volume fluctuations and could be subject to wide fluctuations in the future. The trading price of our stock may fluctuate widely due to various factors including actual or anticipated fluctuations in our financial conditions and operating results, changes in financial estimates by us or financial estimates and ratings by securities analysts, changes in our capital structure, including issuance of additional debt or equity to the public, interest rate changes, inflation, news regarding our products or products of our competitors, and broad market and industry fluctuations. Stock price fluctuations could impact the value of our equity compensation, which could affect our ability to recruit and retain employees. In addition, volatility in our stock price could adversely affect our business and financing opportunities.

We have an approved stock repurchase program authorizing repurchases of up to \$12 billion of our common stock (Repurchase Program). As of July 1, 2023, \$6.3 billion remains available for future stock repurchases under the Repurchase Program. The Repurchase Program does not obligate us to acquire any common stock, has no termination date and may be suspended or discontinued at any time. Our stock repurchases could affect the trading price of our stock, the volatility of our stock price, reduce our cash reserves, and may be suspended or discontinued at any time, which may result in a decrease in our stock price.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**Issuer Purchases of Equity Securities**

We have an approved stock repurchase program authorizing repurchases of up to \$12 billion of our common stock (Repurchase Program). We expect to fund repurchases through cash generated from operations. Our Repurchase Program does not obligate us to acquire any common stock, has no termination date and may be suspended or discontinued at any time.

The following table provides information relating to our repurchase of common stock for the three months ended July 1, 2023:

	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Repurchased as Part of Publicly Announced Program	Maximum Dollar Value of Shares That May Yet be Purchased Under the Program (In millions)
Apr 2, 2023 - Apr 29, 2023	—	\$ —	—	\$ 6,299
Apr 30, 2023 - May 27, 2023	3,100	\$ 84.92	3,100	\$ 6,299
May 28, 2023 - Jul 1, 2023	—	\$ —	—	\$ 6,299
Total	3,100			

The amounts above do not include the 1% excise tax on stock repurchases enacted by the Inflation Reduction Act of 2022.

Equity Award Share Withholding

During the three months ended July 1, 2023, we paid \$68 million in employee withholding taxes due upon the vesting of net settled equity awards. We withheld approximately 0.6 million shares of common stock from employees in connection with such net share settlement at an average price of \$112.55 per share. These shares may be deemed to be "issuer purchases" of shares.

ITEM 6. EXHIBITS

*10.1	Form of Stock Option Award Agreement for Senior Vice Presidents and Above under the 2023 Equity Incentive Plan.
*10.2	Form of Restricted Stock Unit Grant Agreement for Senior Vice Presidents and Above under the 2023 Equity Incentive Plan.
*10.3	Form of Performance-Based Restricted Stock Unit Grant Notice for Senior Vice Presidents and Above under the 2023 Equity Incentive Plan.
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

*Management contracts and compensatory plans or arrangements.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ADVANCED MICRO DEVICES, INC.

August 2, 2023

By: /s/ Jean Hu

Name: Jean Hu

Title: Executive Vice President, Chief Financial Officer and Treasurer
Signing on behalf of the Registrant as the Principal Financial Officer

**STOCK OPTION GRANT NOTICE
ADVANCED MICRO DEVICES, INC. 2023 EQUITY INCENTIVE PLAN**

Advanced Micro Devices, Inc., a Delaware corporation (the “**Company**”), pursuant to its 2023 Equity Incentive Plan (as amended or restated from time to time, the “**Plan**”), hereby grants to the holder listed below (“**Participant**”) an option to purchase the number of Shares (as defined in the Plan) set forth below (the “**Option**”). The Option is subject to all of the terms and conditions set forth herein and in the Terms and Conditions to the Option (the “**Terms and Conditions**”), including any applicable country-specific terms set forth in the AMD Country Appendix (as updated from time to time, the “**AMD Country Appendix**”) and in the Plan, each of which is incorporated herein by reference. Unless otherwise defined, the terms defined in the Plan shall have the same defined meanings in this Stock Option Grant Notice (the “**Grant Notice**”) and the Terms and Conditions.

Participant: _____

Employee ID: _____

Intended Award Value: _____
(For Internal Use Only)

Grant Date: _____

Exercise Price per Share: \$ _____

Total Exercise Price: \$ _____

Total Number of Shares Subject to the Option: _____

Expiration Date: _____

Type of Option: Non-Qualified Stock Option

Vesting Schedule: [To be specified in individual agreements]

By Participant’s electronic acceptance or authentication through the procedure established by the Company, or by Participant’s acceptance through a written acceptance delivered to the Company in a form satisfactory to the Company, Participant hereby: (a) agrees to be bound by the terms and conditions of the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice; (b) acknowledges that he or she has reviewed the Plan, the Terms and Conditions, the AMD Country Appendix, and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice, and fully understands all provisions of the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice; (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Terms and Conditions, the AMD Country Appendix, or this Grant Notice; and (d) acknowledges and agrees that if he or she fails to timely activate a brokerage account with the Company’s designated brokerage firm (currently E*Trade) on or before the last business day preceding the first vesting date of the Option, then the Option will be immediately cancelled and forfeited and he or she will not receive any other benefits or compensation as replacement for the Option.

ADVANCED MICRO DEVICES, INC.

By:

Title:

**TERMS AND CONDITIONS
STOCK OPTION AWARD
ADVANCED MICRO DEVICES, INC. 2023 EQUITY INCENTIVE PLAN**

These Terms and Conditions, collectively with the accompanying Stock Option Grant Notice (the “*Grant Notice*”) and any country-specific terms and conditions for your country contained in the AMD Country Appendix (as updated from time to time, the “*AMD Country Appendix*”), comprise your agreement (the “*Agreement*”) with the Company regarding the stock options (the “*Options*”) awarded under the Advanced Micro Devices, Inc. 2023 Equity Incentive Plan (as amended or restated from time to time, the “*Plan*”). Capitalized terms not specifically defined herein have the same meanings assigned to them in the Plan.

1. Vesting of Options

(a) General. The Options will vest in accordance with the vesting schedule set forth in the Grant Notice, provided that you continue to be an active Service Provider through each vesting date.

(b) Termination without Cause or Constructive Termination under Employment Agreement. This Section 1(b) shall apply to you only if you are party to a valid written employment agreement, offer letter, or similar agreement with the Company or an Affiliate that has been approved by the Compensation and Leadership Resources Committee (the “*CLRC*”) or the Board (an “*Employment Agreement*”) that provides that you will become vested in all or any portion of the then outstanding unvested Options covered by this Award upon your involuntary termination of employment without cause or constructive termination (as such terms are defined in the Employment Agreement). If you are party to an Employment Agreement on the date on which you cease to be an Employee, then, notwithstanding anything in Section 1(a), 6, or 8(e) to the contrary, upon your involuntary termination of employment without cause or your constructive termination (as such terms are defined in the Employment Agreement), the provisions of the Employment Agreement shall govern, including the Employment Agreement’s definitions of “cause” and “constructive termination”, if the terms of the Employment Agreement result in you becoming vested in a greater number of outstanding unvested Options than you would otherwise be vested upon your termination in the absence of such Employment Agreement.

2. Exercise of Options

(a) Right to Exercise. The Options are exercisable during their term in accordance with the vesting schedule set out in the Grant Notice and the applicable provisions of the Plan and the Agreement. The Options may only be exercised for whole Shares.

(b) Method of Exercise. Unless otherwise determined by the Administrator, the Options are exercisable during your lifetime only by you, and after your death only by your legal representative. The Options may only be exercised by the delivery to the Company of a properly completed written notice of exercise (the “*Notice of Exercise*”), in the form specified by the Administrator or its designee, which may be electronic or written. The Notice of Exercise must specify the number of Shares to be purchased and the exercise price for such Shares as set forth in the Grant Notice (the “*Exercise Price*”), together with payment in full of such aggregate Exercise Price and all applicable Tax-Related Items (as defined in Section 7). In the event the Options or a portion thereof are exercised by any person or persons other than you, the Options may only be exercised by the delivery to the Company of appropriate proof of the right of such person or persons to exercise the Options. Payment must be made in a manner permitted in Section 3 below or as authorized by the Administrator pursuant to the Plan and/or as specified in the AMD Country Appendix. The Options may not be exercised unless you agree to be bound by such documents as the Administrator may require, including all Award Documentation. The Notice of Exercise must be received by the Company prior to the termination or expiration of the Option.

(c) Exercise Price. The Exercise Price shall be as set forth in the Grant Notice, without commission or other charge; *provided, however,* that the Exercise Price shall not be less than 100% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, if these Options are designated as Incentive Stock Options and you own (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any “subsidiary corporation” of the Company or any “parent corporation” of the Company (each within the meaning of Section 424 of the Code), the Exercise Price shall not be less than 110% of the Fair Market Value of a Share on the Grant Date.

The Administrator may deny any exercise otherwise permitted hereunder if the Administrator determines, in its discretion, that such exercise could result in a violation of U.S. federal, state or foreign securities laws.

3. Method of Payment. Payment of the aggregate Exercise Price must be by any of the following, or a combination thereof, unless provided otherwise in the AMD Country Appendix:

- (a) cash, check or wire transfer (whether paid or payable directly to the Company or indirectly through a brokerage account approved by the Administrator for payment to the Company);
- (b) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan, including without limitation, a broker-assisted cashless exercise; and/or
- (c) any other method authorized by the Administrator in its discretion and permitted by the Plan and Applicable Laws.

Notwithstanding the foregoing, the Company reserves the right to restrict the methods of payment of the Exercise Price if necessary to comply with Applicable Laws, as determined by the Company in its discretion.

4. Nontransferability of Options. The Options may not be pledged, assigned, sold or otherwise transferred other than by will or by the laws of descent and distribution, unless and until the Shares underlying the Options have been issued, and all restrictions applicable to such Shares have lapsed. Neither the Options nor any interest or right therein shall be liable for the debts, contracts or engagements of you or your successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. The terms of the Plan and the Agreement will be binding upon your executors, administrators, heirs, successors and assigns.

5. Term of Option. The Options may be exercised only within the term set out in the Grant Notice, which shall in no event be more than seven years from the Grant Date, and may be exercised during such term only in accordance with the Plan and the terms of the Agreement. If these Options are designated as Incentive Stock Options and you owned (within the meaning of Section 424(d) of the Code), at the time the Options were granted, more than 10% of the total combined voting power of all classes of stock of the Company or any “subsidiary corporation” of the Company or any “parent corporation” of the Company (each within the meaning of Section 424 of the Code), the term shall be in no event more than five years from the Grant Date.

6. Termination as a Service Provider.

(a) **Termination Generally.** If your status as an active Service Provider terminates for any reason, other than death or Disability or for Misconduct, vested Options may be exercised at any time before the earlier of (i) the expiration date set forth in the Grant Notice or (ii) the date that is three (3) months after your date of termination, whichever is the shorter period, but only to the extent you were entitled to exercise the Options at the date of termination, as described in Sections 1 and 2 hereof.

(b) **Termination Due to Death.** If your status as an active Service Provider terminates due to your death, your then outstanding unvested Options will become immediately vested and exercisable. Your estate or beneficiary(ies), as applicable, will have twelve (12) months from the date of your death to exercise any vested and exercisable Options (including, for avoidance of doubt, any Options that vest and become exercisable pursuant to this Section 6(b)). In no case will the post-termination exercise period extend beyond the term limit for the Options as set out in the Grant Notice.

(c) **Termination Due to Disability.** If your status as an active Service Provider terminates due to your Disability, any outstanding unvested Options that would have vested in the calendar year of your Disability will become immediately vested and exercisable. You (or your legal representative, as applicable) will have twelve (12) months from the date your status as a Service Provider is terminated due to Disability to exercise any vested and exercisable Options. In no case will the post-termination exercise period extend beyond the term limit for the Options as set out in the Grant Notice.

(d) **Termination due to Misconduct.** If your status as an active Service Provider terminates for Misconduct or if you engage in Misconduct while the Options are outstanding, then the Options shall terminate immediately and cease to be outstanding. If your employment or service is suspended pending an investigation of whether you will be terminated for Misconduct, all of yours rights under the Options, including any right to exercise the Options, shall be suspended during the investigation period.

For purposes of this Award, (x) your status as a Service Provider will terminate if you cease to be either (i) an Employee, (ii) a Director, or (iii) a Consultant that is performing services for the Company or an Affiliate pursuant to a consulting services (or similar) agreement approved by the CLRC; and (y) your status as an active Service Provider will be considered terminated (regardless of the reason for termination and whether or not the termination is in breach of applicable laws), effective as of the date that you are no longer actively employed or providing services and will not be extended by any notice period mandated under applicable laws (e.g., active employment or service would not include a period of “garden

leave" or similar period pursuant to applicable laws). The Administrator will have the exclusive discretion to determine when you are no longer actively employed or providing services for purposes of your Options (including whether you may still be considered to be providing services while on a leave of absence).

7. Responsibility for Taxes. Regardless of any action the Company or, if different, your employer (the "**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including, but not limited to, the grant, vesting or exercise of the Options, the issuance of Shares upon exercise of the Options, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Options to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items (including hypothetical withholding tax amounts if you are covered under a Company tax equalization policy). In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the proceeds of the sale of Shares acquired upon exercise of the Option, either through a voluntary sale (specifically including where you exercise this Option in accordance with Section 3(b) above) or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization) without your further consent or direction;
- (b) withholding in Shares to be issued upon exercise of the Options;
- (c) requiring you to make a payment in cash, check or wire transfer (whether directly to the Company or the Employer or indirectly through a brokerage account approved by the Administrator for payment to the Company or the Employer); or
- (d) any other method determined by the Company in its discretion and permitted by the Plan and Applicable Law.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering statutory withholding rates or other withholding rates, including maximum rates applicable in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the exercise, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

If you are covered by a Company or Employer tax equalization policy, you agree to pay to the Company or Employer any additional hypothetical tax obligation calculated and paid under the terms of such tax equalization policy. Finally, you must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise or deliver the Shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

8. Other Terms and Conditions.

- (a) **The Plan.** The Agreement is further subject to the terms and provisions of the Plan. Only certain provisions of the Plan are described in the Agreement. As a condition to your receipt and exercise of the Options, you acknowledge and agree to the terms and conditions of the Agreement and the terms and provisions of the Plan.
- (b) **Activation of Brokerage Account.** This award of Options is subject to and conditioned on your activation of a brokerage account with the Company's designated brokerage firm on or before the last business day immediately preceding the first vesting date of the Options. If you fail to timely activate a brokerage account with the Company's

designated brokerage firm, then this award and all of the Options covered by this award will be immediately cancelled and forfeited and you will not receive any other benefits or compensation as replacement for the Options.

(c) **Stockholder Rights**. Until the Shares are issued upon exercise, you have no right to vote or receive dividends or any other rights as a stockholder with respect to the Options.

(d) **Employment Relationship**. Nothing in the Agreement will confer on you any right to continue in the employ of the Company or the Employer or interfere with or restrict rights of the Company or the Employer, which are hereby expressly reserved, to terminate your employment at any time.

(e) **Change of Control**. If your employment is terminated by the Company or the Employer (including for this purpose any successor to the Company due to such Change of Control and any employer that is an Affiliate of such successor) for any reason other than for Misconduct or, if applicable, by you as a result of a Constructive Termination, within one year after a Change of Control, then the Options will become fully vested upon the date of termination.

(f) **Declination of Options**. If you wish to decline your Options, you must complete and file the Declination of Grant form with Corporate Compensation and Benefits no later than the date that is three (3) calendar months following the Grant Date. Your declination is non-revocable, and you will not receive any other benefits or compensation as replacement for the declined Options. Your decision to not timely file the Declination of Grant form will constitute your acceptance of the Award on the terms on which it is offered, as set forth in this Agreement and the Plan.

(g) **Claw-back/Forfeiture**. The Options (including any proceeds, gains or other economic benefit actually or constructively received by you upon any receipt of the Options or upon the receipt or resale of any Shares underlying the Options) shall be subject to the provisions of any compensation recovery ("claw-back") policy implemented by the Company and applicable to you, including, without limitation, any such policy adopted to comply with the requirements of Applicable Laws.

(h) **Incentive Stock Options**. If you are a U.S. taxpayer and your Options are designated as Incentive Stock Options, you hereby acknowledge that, to the extent that the aggregate Fair Market Value (determined as of the time the Options are granted) of all Shares with respect to which Incentive Stock Options, including the Options (if applicable), are exercisable for the first time by you in any calendar year exceeds \$100,000, the Options and such other options shall be Non-Qualified Stock Options to the extent necessary to comply with the limitations imposed by Section 422(d) of the Code. You further acknowledge that the rule set forth in the preceding sentence shall be applied by taking the Options and other "incentive stock options" into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. You acknowledge that an Incentive Stock Option exercised more than three months after your termination of employment, other than by reason of death or Disability, will be taxed as a Non-Qualified Stock Option.

9. **Nature of Grant**. In accepting the grant, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

(b) the grant of the Options is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past;

(c) all decisions with respect to future Option grants, if any, will be at the sole discretion of the Company;

(d) you are voluntarily participating in the Plan;

(e) the Options and the Shares subject to the Options, and the value of and income from the Options and Shares, are not intended to replace any pension rights, retirement benefits or other compensation;

(f) the Options and the Shares subject to the Options, and the value of and income from the Options and Shares, are not part of normal or expected compensation or salary for any purpose;

(g) the Option grant and your participation in the Plan will not be interpreted to form an employment contract or other service relationship with the Company, the Employer or any other Affiliate;

(h) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

- (i) if the underlying Shares do not increase in value, the Options will have no value;
- (j) if you exercise the Options and obtain Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the Exercise Price;
- (k) no claim or entitlement to compensation or damages will arise from forfeiture of the Options resulting from termination of your status as a Service Provider (for any reason whatsoever and whether or not in breach of applicable laws), and in consideration of the grant of the Options to which you are otherwise not entitled, you irrevocably agree to (i) never institute any such claim against the Company, the Employer, or any of their respective Affiliates, (ii) waive your ability, if any, to bring any such claim against the Company, the Employer or any of their respective Affiliates, (iii) forever release the Company, the Employer and each of their respective Affiliates from any such claim, and (iv) execute any and all documents necessary, or reasonably requested by the Company, to request dismissal or withdrawal of any such claim that is allowed by a court of competent jurisdiction, in each case to the maximum extent permitted by applicable laws;
- (l) the Options and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger of the Company with or into another company or the sale of substantially all of the assets of the Company; and
- (m) if you are providing services outside the United States:

- (i) the Options and the Shares subject to the Options, and the value of and income from same, are not part of normal or expected compensation or salary for any purpose; and
- (ii) none of the Company, the Employer, or any other Affiliate will be liable for any foreign exchange rate fluctuation between any local currency and the U.S. Dollar that may affect the value of the Options, any amounts due to you pursuant to the exercise of the Options or the subsequent sale of any Shares acquired upon exercise.

10. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

11. Data Privacy. *You understand that the Company and the Employer hold certain personal information about you, including, but not limited to, your name, home address, email address, and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (your "Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

You understand that it will be necessary for your Data to be collected, used and transferred, in electronic or other form, as described in the Agreement and any other Award Documentation by and among, as applicable, the Employer, the Company and any Affiliate. Such processing will be for the exclusive purpose of implementing, administering and managing your participation in the Plan, and therefore for the performance of the Agreement. The provision of your Data is a contractual requirement. Without the provision of your Data, it will not be possible for the Company and/ or the Employer to perform their obligations under the Agreement.

You understand that, in performing the Agreement, it will be necessary for:

your Data to be transferred to a Company-designated Plan broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country;

the Company, its Plan broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan, to receive, possess, use, retain and transfer your Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan; and

your Data to be held only as long as is necessary to implement, administer and manage your participation in the Plan.

If you are located in the European Union (“EU”), European Economic Area (“EEA”) or the United Kingdom (“UK”), you understand that the recipients of your Data may be located in countries outside of the EU/EEA/UK, including the United States , and that the recipients’ country may not have privacy laws and protections that are equivalent to those of the EU/EEA/UK member state in which you are based. You understand that if you reside in the EU/EEA/UK, you can request a list with the names and addresses of any recipients of your Data by contacting your local human resources representative.

You understand that if you reside in the EU/EEA/UK, you may, at any time and free of charge, request access to your Data, object to the processing of your Data, request to have access to it restricted, request additional information about the storage and processing of your Data, require any necessary amendments to your Data or ask for it to be erased by contacting your local human resources representative in writing. You may also have the right to receive a copy of your Data in a machine-readable format, and the right to not to be subject to any decision that significantly affects you being taken solely by automated processing, including profiling. We will process any request in line with applicable laws and our policies and procedures. You also have the right to lodge a complaint with a local supervisory authority.

12. Compliance with Laws and Regulations. The issuance and transfer of the Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of such issuance or transfer; and, you understand that the Company shall not be required to issue or deliver any Shares purchased upon the exercise of the Options or portion thereof prior to fulfillment of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which the Company’s common stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the SEC or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the exercise of the Option as the Administrator may from time to time establish for reasons of administrative convenience. The Shares deliverable upon the exercise of the Options shall be fully paid and nonassessable. You understand that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, you agree that the Company has unilateral authority to amend the Plan and the Agreement without your consent to the extent necessary or advisable to comply with Applicable Laws.

13. Successors and Assigns. The Company may assign any of its rights under the Agreement. The Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer contained herein, the Agreement will be binding upon you and your heirs, executors, administrators, legal representatives, successors and assigns.

14. Administrator Authority. The Administrator has the power to interpret the Plan and the Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Options have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon you, the Company and all other interested persons. The Administrator will not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Agreement.

15. Governing Law; Jurisdiction; Severability. The Agreement is to be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A., as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within Delaware, excluding that body of laws pertaining to conflict of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by any grant of Options or the Agreement, the Company and you hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation will be conducted only in the courts of New Castle County, Delaware, or the federal courts for the United States for the District of Delaware, and no other courts, where this grant is made and/or to be performed. If any provision of the Agreement is determined by a court of law to be illegal or unenforceable, in whole or in part, that provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

16. Further Instruments. The parties agree to execute further instruments and to take further actions as may be reasonably necessary to carry out the purposes and intent of the Agreement.

17. Language. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, to understand the terms and conditions of the Agreement. Furthermore, if you have received the Agreement or any other Award Documentation translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the Options and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with Applicable Laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. **Headings.** The captions and headings of the Agreement are included for ease of reference only and will be disregarded in interpreting or construing the Agreement. All references herein to Sections will refer to Sections of these Terms and Conditions, unless otherwise noted.

21. **AMD Country Appendix.** Notwithstanding any provisions in the Award Documentation, the Options are subject to any additional terms and conditions for your country set forth in the AMD Country Appendix. Moreover, if you relocate to one of the countries included in the AMD Country Appendix, the additional terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Company reserves the right to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The AMD Country Appendix constitutes part of the Agreement.

22. **Waiver.** You acknowledge that a waiver by the Company of breach of any provision of the Agreement will not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by you or any other Participant.

23. **Entire Agreement.** The Plan, these Terms and Conditions, the AMD Country Appendix and the Grant Notice constitute the entire agreement and understanding of the parties with respect to the subject matter of the Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties with respect to the specific subject matter hereof.

24. **Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that, depending on your or your broker's country or the country in which the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (or rights linked to the value of Shares under the Plan (e.g., PRSUs)) during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in your country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed insider information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties (including Employees and other Service providers) or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

25. **Notices.** Any notice to be given under the terms of the Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to you shall be addressed to you at your last residential or email address reflected on the Company's records. By a notice given pursuant to this Section 25, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to you shall, if you are then deceased, be given to your legal representative. Any notice shall be deemed duly given to you (or, if applicable, your legal representative), (a) if it is delivered by email, upon confirmation of receipt (with an automatic "read receipt" constituting acknowledgment of receipt for purposes of this Section 25(a)); and (b) if sent by certified mail (return receipt requested), on the second business day following deposit (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or similar local service in jurisdictions outside of the United States.

26. **Limitations Applicable to Section 16 Persons.** Notwithstanding any other provision of the Plan or the Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the Option and the Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Laws, the Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

27. **Section 409A.** The Options are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan or the Agreement, if at any time the Administrator determines that the Options (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or the Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate either for the Options to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

28. **Limitation on Participant’s Rights.** Participation in the Plan confers no rights or interests other than as herein provided. The Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. You shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Options, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to options, as and when exercised pursuant to the terms hereof.

29. **Notification of Disposition.** If these Options are designated as Incentive Stock Options, you shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under the Agreement if such disposition or transfer is made (a) within two years from the Grant Date with respect to such Shares or (b) within one year after the transfer of such Shares to you. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by you in such disposition or other transfer.

30. **Termination, Rescission and Recapture (SVPs and Above Only).** This Section 30 shall apply to you if and only if your position with the Company or an Affiliate is at the level of “Senior Vice President” or above on the Grant Date.

The Options are intended to align your long-term interests with the long-term interests of the Company. If you engage in certain activities discussed below, either during employment with the Company or after such employment terminates for any reason, the Company may terminate any outstanding, unexercised, unexpired or unpaid Options (“**Termination**”), rescind any exercise, payment or delivery pursuant to the Options (“**Rescission**”) or recapture any Shares or any proceeds from your sale of Shares acquired pursuant to the Options (“**Recapture**”), as more fully described below and to the extent permitted by applicable laws. For purposes of this Section 30, “**Competitive Organization or Business**” is defined as those corporations, institutions, individuals, or other entities identified by the Company as competitive or working to become competitive in the Company’s most recently filed annual report on Form 10-K.

(a) You are acting contrary to the long-term interests of the Company if you at any time fail to comply with any agreement or undertaking regarding inventions, intellectual property rights, and/or proprietary or confidential information or material that you signed or otherwise agreed to in favor of the Company.

(b) You are acting contrary to the long-term interests of the Company if you, while employed by the Company: (i) materially breach the AMD Agreement or any Company (or Affiliate) policy applicable to you, or any written agreement between you and the Company (or Affiliate); (ii) violate the Company’s Worldwide Standards of Business Conduct or commit any other act of misconduct, or violate state or federal law relating to the workplace (including laws related to sexual harassment or age, sex or other prohibited discrimination); (iii) commit any act or omission resulting in your being charged with a criminal offense involving moral turpitude, dishonesty, or breach of trust; or (iv) engage in conduct that constitutes a felony, or enter a plea of guilty or nolo contendere with respect to a felony under applicable law. Whether you are acting contrary to the long-term interests of the Company for any of the reasons set forth in clauses (i) through (iv) above shall be determined by the Administrator in its sole discretion.

(c) You are acting contrary to the long-term interests of the Company if, during the restricted period set forth below, you engage in any of following activities in, or directed into, any State, possession or territory of the United States of America or any country in which the Company operates, sells products or does business:

(i) while employed by the Company, you render services to or otherwise directly or indirectly engage in or assist, any Competitive Organization or Business;

(ii) while employed by the Company or at any time thereafter, without the prior written consent of the CLRC, you (A) use any confidential information or trade secrets of the Company to render services to or otherwise engage in or assist any Competitive Organization or Business or (B) solicit away or attempt to solicit away any customer or supplier of the Company if in doing so, you use or disclose any of the Company’s confidential information or trade secrets;

(iii) while employed by the Company or during a period of twelve (12) months thereafter, without the prior written consent of the Board, you carry on any business or activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee or consultant) that is a direct material Competitive Organization or Business (as conducted now or during the term of this Agreement);

(iv) while employed by the Company or during the period of twelve (12) months thereafter, without the prior written consent of the Board, you solicit away or influence or attempt to influence or solicit away any client, customer or other person either directly or indirectly to direct his/her or its purchase of the Company's products and/or services to any Competitive Organization or Business; or

(v) while employed by the Company or during a period of twelve (12) months thereafter, without the prior written consent of the Board, you solicit or influence or attempt to influence or solicit any person employed by the Company or any consultant then retained by the Company to terminate or otherwise cease his/her employment or consulting relationship with the Company or become an employee of or perform services for any outside organization or business that is or is working to become competitive with the Company.

The activities described in this Section 30(c) are collectively referred to as "*Activities Against the Company's Interest.*"

(d) If the Company determines, in its sole and absolute discretion, that: (i) you have violated any of the requirements set forth in Section 30(a) or (b) above or (ii) you have engaged in any Activities Against the Company's Interest (the date on which such violation or activity first occurred being referred to as the "*Trigger Date*"), then the Company will, in its sole and absolute discretion, impose a Termination, Rescission and/or Recapture of any or all of the Options, the Shares issued to you upon exercise of the Options or the proceeds you received therefrom, provided, that such Termination, Rescission and/or Recapture shall not apply to the Options, the Shares issued to you upon exercise of Options, to the extent that such Options was exercised earlier than one (1) year prior to the Trigger Date. Within ten days after receiving notice from the Company that Rescission or Recapture is being imposed on any Option, you shall deliver to the Company the Shares acquired pursuant to the Option, or, if you have sold such Common Stock, the gain realized, or payment received as a result of the rescinded exercise, payment, or delivery; provided, that if you return Common Stock that you purchased pursuant to the exercise of the Option (or the gains realized from the sale of such Common Stock), the Company shall promptly refund the exercise price, without earnings, that you paid for the Common Stock. Any payment by you to the Company pursuant to this Section 30(d) shall be made either in cash or by returning to the Company the number of shares of Common Stock that you received in connection with the rescinded exercise, payment, or delivery. It shall not be a basis for Termination, Rescission or Recapture if after your termination of employment, you purchase, as an investment or otherwise, stock or other securities of an organization or business in competition with the Business of the Company, so long as (i) such stock or other securities are listed upon a recognized securities exchange or traded over-the-counter, and (ii) such investment does not represent more than a one percent equity interest in the organization or business.

(e) Upon exercise of the Option or payment or delivery of Shares pursuant to the Option, you shall, if requested by the Company, certify on a form acceptable to the Company that you are in compliance with the terms and conditions of this Agreement and, if your termination of employment has occurred, shall state the name and address of your then-current employer or any entity for which you perform business services and your title, and shall identify any organization or business in which you own a greater-than-one-percent equity interest.

(f) Notwithstanding the foregoing provisions of this Section 30, in exceptional cases, the Company has sole and absolute discretion not to require Termination, Rescission and/or Recapture, and its determination not to require Termination, Rescission and/or Recapture with respect to any particular act by you or the Options shall not in any way reduce or eliminate the Company's authority to require Termination, Rescission and/or Recapture with respect to any other act by you or other stock options or equity awards.

(g) Nothing in this Section 30 shall be construed to impose obligations on you to refrain from engaging in lawful competition with the Company after the termination of employment. For the avoidance of doubt, you acknowledge that this Section 30(g) shall not limit or supersede any other agreement between you and the Company concerning restrictive covenants.

(h) All administrative and discretionary authority given to the Company under this Section 30 shall be exercised by the CLRC, or an executive officer of the Company as the CLRC may designate from time to time.

(i) Notwithstanding any provision of this Section 30, if any provision of this Section 30 is determined to be unenforceable or invalid under any applicable laws, such provision will be applied to the maximum extent permitted by applicable laws, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable laws. Furthermore, if any provision of this Section 30 is

illegal under any applicable laws, such provision shall be null and void to the extent necessary to comply with applicable laws.

(j) Notwithstanding the foregoing, this Section 30 shall not be applicable to you from and after your termination of employment if such termination of employment occurs after a Change of Control.

31. **Foreign Asset/Account Reporting; Exchange Control Requirements.** Certain applicable foreign asset and/or foreign account reporting requirements and exchange controls may affect your ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including any dividends paid on Shares acquired under the Plan) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker and/or within a certain time after receipt. You acknowledge that you are responsible for complying with any applicable regulations, and that you should speak to your personal legal advisor for any details.

By signing the Grant Notice or otherwise accepting the Option grant and any Shares acquired at exercise of the Options, you agree to be bound by terms of the Agreement and the Plan.

**RESTRICTED STOCK UNIT GRANT NOTICE
ADVANCED MICRO DEVICES, INC. 2023 EQUITY INCENTIVE PLAN**

Advanced Micro Devices, Inc., a Delaware corporation (the “**Company**”), pursuant to its 2023 Equity Incentive Plan (as amended and restated, the “**Plan**”), hereby grants to the holder listed below (“**Participant**”) this award (“**Award**”) of restricted stock units set forth below (the “**RSUs**”). This Award is subject to all of the terms and conditions set forth herein and in the Terms and Conditions to the RSUs (the “**Terms and Conditions**”), including any applicable country-specific terms set forth in the AMD Country Appendix (as updated from time to time, the “**AMD Country Appendix**”) and in the Plan, each of which is incorporated herein by reference. Unless otherwise defined, the terms defined in the Plan shall have the same defined meanings in this Restricted Stock Unit Grant Notice (the “**Grant Notice**”) and the Terms and Conditions.

Participant:	_____
Employee ID:	_____
Intended Award Value: <i>(For Internal Use Only)</i>	\$ _____
Grant Date:	_____
Number of Restricted Stock Units:	_____
Vesting Schedule:	[To be specified in individual agreements]

By Participant’s electronic acceptance or authentication through the procedure established by the Company, or by Participant’s acceptance through a written acceptance delivered to the Company in a form satisfactory to the Company, Participant hereby: (a) agrees to be bound by the terms and conditions of the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice; (b) acknowledges that he or she has reviewed the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice, and fully understands all provisions of the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice; (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Terms and Conditions, the AMD Country Appendix or this Grant Notice; and (d) acknowledges and agrees that if he or she fails to timely activate a brokerage account with the Company’s designated brokerage firm (currently E*Trade) on or before the last business day preceding the first vesting date of the RSUs, then this Award will be immediately cancelled and forfeited and he or she will not receive any other benefits or compensation as replacement for this Award.

ADVANCED MICRO DEVICES, INC.

By:
Title:

**TERMS AND CONDITIONS
RESTRICTED STOCK UNIT AWARD
ADVANCED MICRO DEVICES, INC. 2023 EQUITY INCENTIVE PLAN**

These Terms and Conditions, collectively with the accompanying Restricted Stock Unit Grant Notice (the “**Grant Notice**”) and any country-specific terms and conditions for your country contained in the AMD Country Appendix (as updated from time to time, the “**AMD Country Appendix**”), comprise your agreement (the “**Agreement**”) with the Company regarding the restricted stock units (the “**RSUs**”) awarded under the Advanced Micro Devices, Inc. 2023 Equity Incentive Plan (as amended or restated from time to time, the “**Plan**”). Capitalized terms not specifically defined herein have the same meanings assigned to them in the Plan.

1. Vesting of Restricted Stock Units.

(a) **General.** The RSUs will vest in accordance with the vesting schedule set forth in the Grant Notice, provided that you continue to be an active Service Provider through each vesting date. Notwithstanding the immediately preceding sentence, if your status as an active Service Provider terminates due to your death you will immediately vest in all then outstanding unvested RSUs covered by this Award. Unless and until the RSUs have vested, you will have no right to receive Shares in settlement of such RSUs.

(b) **Termination without Cause or Constructive Termination under Employment Agreement.** This Section 1(b) shall apply to you only if you are party to a valid written employment agreement, offer letter, or similar agreement with the Company or an Affiliate that has been approved by the Compensation and Leadership Resources Committee (the “**CLRC**”) or the Board (an “**Employment Agreement**”) that provides that you will earn and/or become vested in all or any portion of the outstanding unvested RSUs covered by this Award upon your involuntary termination of employment without cause or constructive termination (as such terms are defined in the Employment Agreement). If you are party to an Employment Agreement on the date on which you cease to be an Employee, then, notwithstanding anything in Section 1(a), 4, or 6(e) to the contrary, upon your involuntary termination of employment without cause or your constructive termination (as such terms are defined in the Employment Agreement), the provisions of the Employment Agreement shall govern, including the Employment Agreement’s definitions of “cause” and “constructive termination”, if the terms of the Employment Agreement result in you becoming vested in a greater number of then outstanding unvested RSUs than you would otherwise vest upon your termination in the absence of such Employment Agreement.

2. Settlement of Vested RSUs; Issuance of Shares. Subject to Sections 4 and 10 of these Terms and Conditions, and further subject to any applicable country-specific terms and conditions set forth in the AMD Country Appendix, the Shares in respect of vested RSUs will be issued in your name on or as soon as practicable following the date the underlying RSUs vest (the “**Standard Settlement Date**”). Until Shares are actually issued in settlement of any vested RSUs, such RSUs will represent an unfunded, unsecured obligation of the Company.

3. Nontransferability of Restricted Stock Units. Unless determined otherwise by the Administrator, the RSUs may not be pledged, assigned, sold or otherwise transferred.

4. Forfeiture of Restricted Stock Units. Except as otherwise provided in Section 1(b) or 6(e) of these Terms and Conditions, if your status as a Service Provider terminates for any reason other than your death before the vesting date(s) shown on the Grant Notice, your unvested RSUs will be cancelled and forfeited without consideration. In case of any dispute as to whether your status as a Service Provider has terminated, the Administrator will have sole discretion to determine whether such termination has occurred and the effective date of such termination. For purposes of this Award:

(a) Your status as a Service Provider will terminate if you cease to be either (i) an Employee, (ii) a Director, or (iii) a Consultant that is performing services for the Company or an Affiliate pursuant to a consulting services (or similar) agreement approved by the Committee; and

(b) Your status as an active Service Provider will be considered terminated (regardless of the reason for termination and whether or not the termination is in breach of applicable laws) effective as of the date you are no longer actively employed by or providing services to the Company or an Affiliate, and will not be extended by any notice period mandated under applicable laws (e.g., active employment or service would not include a period of “garden leave” or similar period pursuant to applicable law).

The Administrator will have the exclusive discretion to determine when your status as an active Service Provider terminates for purposes of this Award (including whether you may still be considered to be employed by or providing services to the Company or an Affiliate while on a leave of absence).

5. Responsibility for Taxes. Regardless of any action the Company or, if different, your employer (the “**Employer**”) takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-

related items related to your participation in the Plan and legally applicable to you (“**Tax-Related Items**”), you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer: (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the issuance of Shares upon settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items (including hypothetical withholding tax amounts if you are covered under a Company or Employer tax equalization policy). In this regard, you authorize the Company, the Employer, and their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from proceeds of the sale of Shares issuable or issued to you upon vesting and/or settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without your further consent or authorization);
- (b) withholding in Shares to be issued upon vesting and/or settlement of the RSUs;
- (c) requiring you to make a payment in cash, check or wire transfer (whether directly to the Company or the Employer or indirectly through a brokerage account approved by the Administrator for payment to the Company or the Employer); or
- (d) any other method determined by the Company in its discretion and permitted by the Plan and Applicable Law.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering statutory withholding rates or other withholding rates, including maximum rates applicable in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, you are deemed for tax purposes to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

If you are covered by a Company or Employer tax equalization policy, you agree to pay to the Company or Employer any additional hypothetical tax obligation calculated and paid under the terms of such tax equalization policy. Finally, you must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

6. Other Terms and Conditions.

- (a) **The Plan.** The Agreement is further subject to the terms and provisions of the Plan. Only certain provisions of the Plan are described in the Agreement. As a condition to your receipt of the RSUs and any Shares issuable in settlement of vested RSUs, you acknowledge and agree to the terms and conditions of the Agreement and the terms and provisions of the Plan.
- (b) **Activation of Brokerage Account.** This Award of RSUs is subject to and conditioned on your activation of a brokerage account with the Company’s designated brokerage firm on or before the last business day immediately preceding the first vesting date of the RSUs. If you fail to timely activate a brokerage account with the Company’s designated brokerage firm, then this Award and all of the RSUs covered by this Award will be immediately cancelled and forfeited and you will not receive any other benefits or compensation as replacement for the RSUs.
- (c) **Stockholder Rights.** Until the Shares are issued, you have no right to vote or receive dividends or any other rights as a stockholder with respect to the RSUs.
- (d) **Employment Relationship.** Nothing in the Agreement will confer on you any right to continue in the employ of the Company or the Employer or interfere with or restrict rights of the Company or the Employer, which are hereby expressly reserved, to terminate your employment at any time.

(e) Change of Control. If your employment is terminated by the Company or the Employer (including for this purpose any successor to the Company due to such Change of Control and any employer that is an Affiliate of such successor) for any reason other than for Misconduct or, if applicable, by you as a result of a Constructive Termination, within one year after a Change of Control, then the RSUs will become fully vested upon the date of termination.

(f) Declination of RSUs. If you wish to decline your RSUs, you must complete and file the Declination of Grant form with Corporate Compensation and Benefits no later than the date that is three (3) calendar months following the Grant Date. Your declination is non-revocable, and you will not receive a grant of stock options or any other compensation as replacement for the declined RSUs. Your decision to not timely file the Declination of Grant form will constitute your acceptance of the Award on the terms on which it is offered, as set forth in this Agreement and the Plan.

(g) Claw-back/Forfeiture. The RSUs (including any proceeds, gains or other economic benefit actually or constructively received by you upon any receipt of the RSUs or upon the receipt or resale of any Shares underlying the RSUs) shall be subject to the provisions of any compensation recovery ("claw-back") policy implemented by the Company and applicable to you, including, without limitation, any such policy adopted to comply with the requirements of Applicable Laws.

7. **Nature of Grant**. In accepting this Award, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSU grants, if any, will be at the sole discretion of the Company;

(d) you are voluntarily participating in the Plan;

(e) the RSUs and the Shares subject to the RSUs, and the value of and income from such RSUs and Shares, are not intended to replace any pension rights, retirement benefits or other compensation;

(f) the RSUs and the Shares subject to the RSUs, and the value of and income from such RSUs and Shares, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the RSU grant and your participation in the Plan will not be interpreted to form an employment contract or other service relationship with the Company, the Employer or any Affiliate;

(h) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages will arise from forfeiture of the RSUs resulting from termination of your status as a Service Provider (for any reason whatsoever and whether or not in breach of applicable laws), and in consideration of the grant of the RSUs to which you are otherwise not entitled, you irrevocably agree to (i) never institute any such claim against the Company, the Employer, or any of their respective Affiliates, (ii) waive your ability, if any, to bring any such claim against the Company, the Employer or any of their respective Parents, Subsidiaries or Affiliates, (iii) forever release the Company, the Employer and each of their respective Affiliates from any such claim, and (iv) execute any and all documents necessary, or reasonably requested by the Company, to request dismissal or withdrawal of any such claim that is allowed by a court of competent jurisdiction, in each case to the maximum extent permitted by applicable laws;

(j) the RSUs and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger of the Company with or into another company or the sale of substantially all of the assets of the Company; and

(k) if you are providing services outside the United States:

(i) the RSUs and the Shares subject to the RSUs, and the value of and income from such RSUs, are not part of normal or expected compensation or salary for any purpose, including, without limitation, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses,

long-service awards, leave-related payments, pension benefits, retirement benefits, welfare benefits or similar mandatory payments; and

(ii) none of the Company, the Employer, or any of their respective Affiliates will be liable for any foreign exchange rate fluctuation between any local currency and the U.S. Dollar that may affect the value of the RSUs, any amounts due to you pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

8. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

9. Data Privacy. *You understand that the Company and the Employer hold certain personal information about you, including, but not limited to, your name, home address, email address, and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (your "Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

You understand that it will be necessary for your Data to be collected, used and transferred, in electronic or other form, as described in the Agreement and any other Award Documentation by and among, as applicable, the Employer, the Company and any Affiliate. Such processing will be for the exclusive purpose of implementing, administering and managing your participation in the Plan, and therefore for the performance of the Agreement. The provision of your Data is a contractual requirement. Without the provision of your Data, it will not be possible for the Company and/or the Employer to perform their obligations under the Agreement.

You understand that, in performing the Agreement, it will be necessary for:

your Data to be transferred to a Company-designated Plan broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan;

the Company, its Plan broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan, to receive, possess, use, retain and transfer your Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan; and

your Data to be held only as long as is necessary to implement, administer and manage your participation in the Plan.

If you are located in the European Union ("EU"), European Economic Area ("EEA") or the United Kingdom ("UK"), you understand that the recipients of your Data may be located in countries outside of the EU/EEA/UK, including the United States, and that the recipients' country may not have privacy laws and protections that are equivalent to those of the EU/EEA/UK member state in which you are based. You understand that if you reside in the EU/EEA/UK, you can request a list with the names and addresses of any recipients of your Data by contacting your local human resources representative.

You understand that if you reside in the EU/EEA/UK, you may, at any time and free of charge, request access to your Data, object to the processing of your Data, request to have access to it restricted, request additional information about the storage and processing of your Data, require any necessary amendments to your Data or ask for it to be erased by contacting your local human resources representative in writing. You may also have the right to receive a copy of your Data in a machine-readable format, and the right to not to be subject to any decision that significantly affects you being taken solely by automated processing, including profiling. We will process any request in line with applicable laws and our policies and procedures. You also have the right to lodge a complaint with a local supervisory authority.

10. Compliance with Laws and Regulations. The issuance and transfer of the Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of such issuance or transfer; and, you understand that the Company shall not be required to issue or deliver any Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which the Company's common stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the SEC or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency which the Administrator shall, in its absolute

discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the vesting or settlement as the Administrator may from time to time establish for reasons of administrative convenience. The Shares shall be fully paid and nonassessable. You understand that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, you agree that the Company has unilateral authority to amend the Plan and the Agreement without your consent to the extent necessary or advisable to comply with securities or other laws applicable to issuance of Shares.

11. **Successors and Assigns**. The Company may assign any of its rights under the Agreement. The Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer contained herein, the Agreement will be binding upon you and your heirs, executors, administrators, legal representatives, successors and assigns.

12. **Governing Law; Jurisdiction; Severability**. The Agreement is to be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A., as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within Delaware, excluding that body of laws pertaining to conflict of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the Company and you evidenced by this grant or the Agreement, the Company and you hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation will be conducted only in the courts of New Castle County, Delaware, or the federal courts for the United States for the District of Delaware, and no other courts, where this grant is made and/or to be performed. If any provision of the Agreement is determined by a court of law to be illegal or unenforceable, in whole or in part, that provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

13. **Further Instruments**. You agree to execute further instruments and to take further actions as may be reasonably necessary to carry out the purposes and intent of the Agreement.

14. **Administrator Authority**. The Administrator has the power to interpret the Plan and the Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon you, the Company and all other interested persons. The Administrator will not be personally liable for any action, determination or interpretation made with respect to the Plan or the Agreement.

15. **Language**. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, to understand the terms and conditions of the Agreement. Furthermore, if you have received the Agreement or any other Award Documentation translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

16. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with Applicable Laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Headings**. The captions and headings of the Agreement are included for ease of reference only and will be disregarded in interpreting or construing the Agreement. All references herein to Sections will refer to Sections of these Terms and Conditions, unless otherwise noted.

19. **AMD Country Appendix**. Notwithstanding any provisions in the Award Documentation, the RSU grant will be subject to any additional terms and conditions for your country set forth in the AMD Country Appendix. Moreover, if you relocate to one of the countries included in the AMD Country Appendix, the additional terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Company reserves the right to require you to sign any additional agreements that may be necessary to accomplish the foregoing. The AMD Country Appendix constitutes part of the Agreement.

20. **Waiver.** You acknowledge that a waiver by the Company of breach of any provision of the Agreement will not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by you or any other Participant.

21. **Entire Agreement.** The Plan, these Terms and Conditions, the AMD Country Appendix and the Grant Notice constitute the entire agreement and understanding of the parties with respect to the subject matter of the Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties with respect to the specific subject matter hereof.

22. **Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that, depending on your or your broker's country or the country in which the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (or rights linked to Shares) under the Plan (e.g., RSUs) during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in your country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed insider information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties (including Employees and other Service providers) or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

23. **Notices.** Any notice to be given under the terms of the Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to you shall be addressed to you at your last residential or email address reflected on the Company's records. By a notice given pursuant to this Section 23, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to you shall, if you are then deceased, be given to your legal representative. Any notice shall be deemed duly given to you (or, if applicable, your legal representative), (a) if it is delivered by email, upon confirmation of receipt (with an automatic "read receipt" constituting acknowledgment of receipt for purposes of this Section 23(a)); and (b) if sent by certified mail (return receipt requested), on the second business day following deposit (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or similar local service in jurisdictions outside of the United States.

24. **Limitations Applicable to Section 16 Persons.** Notwithstanding any other provision of the Plan or the Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the RSUs and the Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Laws, the Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

25. **Section 409A.** The RSUs are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "**Section 409A**"). However, notwithstanding any other provision of the Plan or the Agreement, if at any time the Administrator determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or the Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate either for the RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

26. **Limitation on Participant's Rights.** Participation in the Plan confers no rights or interests other than as herein provided. The Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. You shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to RSUs, as and when vested or settled pursuant to the terms hereof.

27. **Termination, Rescission and Recapture (SVPs and Above Only).** This Section 27 shall apply to you if and only if your position with the Company or an Affiliate is at the level of "Senior Vice President" or above on the Grant Date.

The RSUs are intended to align your long-term interests with the long-term interests of the Company. If you engage in certain activities discussed below, either during employment with the Company or after such employment terminates for any reason, the Company may terminate any outstanding, unexpired or unpaid RSUs ("**Termination**"), rescind any payment

or delivery of Shares pursuant to the RSUs (“**Rescission**”) or recapture any Shares or any proceeds from your sale of Shares acquired pursuant to the RSUs (“**Recapture**”), as more fully described below and to the extent permitted by applicable laws. For purposes of this Section 27, “**Competitive Organization or Business**” is defined as those corporations, institutions, individuals, or other entities identified by the Company as competitive or working to become competitive in the Company’s most recently filed annual report on Form 10-K.

(a) You are acting contrary to the long-term interests of the Company if you at any time fail to comply with any agreement or undertaking regarding inventions, intellectual property rights, and/or proprietary or confidential information or material that you signed or otherwise agreed to in favor of the Company.

(b) You are acting contrary to the long-term interests of the Company if you, while employed by the Company: (i) materially breach the AMD Agreement or any Company (or Affiliate) policy applicable to you, or any written agreement between you and the Company (or Affiliate); (ii) violate the Company’s Worldwide Standards of Business Conduct or commit any other act of misconduct, or violate state or federal law relating to the workplace (including laws related to sexual harassment or age, sex or other prohibited discrimination); (iii) commit any act or omission resulting in your being charged with a criminal offense involving moral turpitude, dishonesty, or breach of trust; or (iv) engage in conduct that constitutes a felony, or enter a plea of guilty or nolo contendere with respect to a felony under applicable law. Whether you are acting contrary to the long-term interests of the Company for any of the reasons set forth in clauses (i) through (iv) above shall be determined by the Administrator in its sole discretion.

(c) You are acting contrary to the long-term interests of the Company if, during the restricted period set forth below, you engage in any of following activities in, or directed into, any State, possession or territory of the United States of America or any country in which the Company operates, sells products or does business:

(i) while employed by the Company, you render services to or otherwise directly or indirectly engage in or assist, any Competitive Organization or Business;

(ii) while employed by the Company or at any time thereafter, without the prior written consent of the Compensation and Leadership Resources Committee of the Board (“**CLRC**”), you (A) use any confidential information or trade secrets of the Company to render services to or otherwise engage in or assist any Competitive Organization or Business or (B) solicit away or attempt to solicit away any customer or supplier of the Company if in doing so, you use or disclose any of the Company’s confidential information or trade secrets;

(iii) while employed by the Company or during a period of twelve (12) months thereafter, without the prior written consent of the Board, you carry on any business or activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee or consultant) that is a direct material Competitive Organization or Business (as conducted now or during the term of this Agreement);

(iv) while employed by the Company or during the period of twelve (12) months thereafter, without the prior written consent of the Board, you solicit away or influence or attempt to influence or solicit away any client, customer or other person either directly or indirectly to direct his/her or its purchase of the Company’s products and/or services to any Competitive Organization or Business; or

(v) while employed by the Company or during a period of twelve (12) months thereafter, without the prior written consent of the Board, you solicit or influence or attempt to influence or solicit any person employed by the Company or any consultant then retained by the Company to terminate or otherwise cease his/her employment or consulting relationship with the Company or become an employee of or perform services for any outside organization or business that is or is working to become competitive with the Company.

The activities described in this Section 27(c) are collectively referred to as “**Activities Against the Company’s Interest**.⁸

(d) If the Company determines, in its sole and absolute discretion, that: (i) you have violated any of the requirements set forth in Section 27(a) or (b) above or (ii) you have engaged in any Activities Against the Company’s Interest (the date on which such violation or activity first occurred being referred to as the “**Trigger Date**”), then the Company will, in its sole and absolute discretion, impose a Termination, Rescission and/or Recapture of any or all of the RSUs, Shares issued or issuable pursuant to the RSUs, or the proceeds you received therefrom, provided, that such Termination, Rescission and/or Recapture shall not apply to the RSUs to the extent that such RSUs vested earlier than one year prior to the Trigger Date. Within ten days after receiving notice from the Company that Rescission or Recapture is being imposed on any RSU, you shall deliver to the Company the Shares acquired pursuant to the RSUs, or, if you have sold such Shares, the gain realized, or payment received as a result of the rescinded payment or delivery. Any payment by you to the Company pursuant to this Section 27(d) shall be made either in cash or by returning to the Company the number of Shares that you received in connection with the rescinded payment or delivery. It shall not be a basis for Termination, Rescission or Recapture if after

your termination of employment, you purchase, as an investment or otherwise, stock or other securities of a Competitive Organization or Business, so long as (x) such stock or other securities are listed upon a recognized securities exchange or traded over-the-counter, and (y) such investment does not represent more than a one percent equity interest in the organization or business.

(e) Upon payment or delivery of Shares pursuant to the RSUs, you shall, if requested by the Company, certify on a form acceptable to the Company that you are in compliance with the terms and conditions of this Agreement and, if your termination of employment has occurred, shall state the name and address of your then-current employer or any entity for which you perform business services and your title, and shall identify any organization or business in which you own a greater-than-one-percent equity interest.

(f) Notwithstanding the foregoing provisions of this Section 27, in exceptional cases, the Company has sole and absolute discretion not to require Termination, Rescission and/or Recapture, and its determination not to require Termination, Rescission and/or Recapture with respect to any particular act by you or the RSUs shall not in any way reduce or eliminate the Company's authority to require Termination, Rescission and/or Recapture with respect to any other act by you or other equity awards.

(g) Nothing in this Section 27 shall be construed to impose obligations on you to refrain from engaging in lawful competition with the Company after the termination of employment. For the avoidance of doubt, you acknowledge that this Section 27(f) shall not limit or supersede any other agreement between you and the Company concerning restrictive covenants.

(h) All administrative and discretionary authority given to the Company under this Section 27 shall be exercised by the CLRC, or an executive officer of the Company as the CLRC may designate from time to time.

(i) Notwithstanding any provision of this Section 27, if any provision of this Section 27 is determined to be unenforceable or invalid under any applicable laws, such provision will be applied to the maximum extent permitted by applicable laws, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable laws. Furthermore, if any provision of this Section 27 is illegal under any applicable laws, such provision shall be null and void to the extent necessary to comply with applicable laws.

(j) Notwithstanding the foregoing, this Section 27 shall not be applicable to you from and after your termination of employment if such termination of employment occurs after a Change of Control.

28. **Foreign Asset/Account Reporting; Exchange Control Requirements.** Certain applicable foreign asset and/or foreign account reporting requirements and exchange controls may affect your ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including any dividends paid on Shares acquired under the Plan) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker and/or within a certain time after receipt. You acknowledge that you are responsible for complying with any applicable regulations, and that you should speak to your personal legal advisor for any details.

By signing the Grant Notice or otherwise accepting the RSU grant and the Shares issued upon vesting of the RSUs, you agree to be bound by terms of the Agreement and the Plan.

PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE
ADVANCED MICRO DEVICES, INC.
2023 EQUITY INCENTIVE PLAN

Advanced Micro Devices, Inc., a Delaware corporation (the “**Company**” or “**AMD**”), pursuant to its 2023 Equity Incentive Plan (as amended or restated from time to time, the “**Plan**”), hereby grants to the holder listed below (“**Participant**”), this award (“**Award**”) of performance-based restricted stock units set forth below (the “**PRSUs**”). This Award is subject to all of the terms and conditions set forth herein and in the Terms and Conditions to the PRSUs (the “**Terms and Conditions**”), including any applicable country-specific terms set forth in the AMD Country Appendix (as updated from time to time, the “**AMD Country Appendix**”) and in the Plan, each of which is incorporated herein by reference. Unless otherwise defined, the terms in this Performance-Based Restricted Stock Unit Grant Notice (this “**Grant Notice**”) and the Terms and Conditions shall have the same defined meanings assigned to them in the Plan.

Participant: _____

Employee ID: _____

Grant Date: _____

Intended Award Value: _____
(For Internal Use Only) \$ _____

Target Number of PRSUs: _____

Stock Price Performance Period: _____

Starting 60-Trading-Day Stock Price: \$ _____

Vesting Date: _____

Settlement Date: _____

Performance Vesting Conditions: [To be specified in individual agreements].

By Participant’s electronic acceptance or authentication through the procedure established by the Company, or by Participant’s acceptance through a written acceptance delivered to the Company in a form satisfactory to the Company, Participant hereby: (a) agrees to be bound by the terms and conditions of the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice; (b) acknowledges and agrees that Participant has reviewed the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, the Terms and Conditions, the AMD Country Appendix and this Grant Notice; (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Terms and Conditions, the AMD Country Appendix or this Grant Notice (including any exhibit attached hereto); and (d) acknowledges and agrees that if he or she fails to timely activate a brokerage account with the Company’s designated brokerage firm (currently E*Trade) on or before the last business day preceding the first vesting date of the PRSUs, then this Award will be immediately cancelled and forfeited and he or she will not receive any other benefits or compensation as replacement for this Award.

ADVANCED MICRO DEVICES, INC.

By:
Title:

**TERMS AND CONDITIONS
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD
ADVANCED MICRO DEVICES, INC. 2023 EQUITY INCENTIVE PLAN**

These Terms and Conditions, collectively with the accompanying Performance-Based Restricted Stock Unit Grant Notice (the “**Grant Notice**”) and any country-specific terms and conditions for your country contained in the AMD Country Appendix (as updated from time to time, the “**AMD Country Appendix**”), comprise your agreement (the “**Agreement**”) with the Company regarding the performance-based restricted stock units (the “**PRSUs**”) awarded under the Advanced Micro Devices, Inc. 2023 Equity Incentive Plan (as amended or restated from time to time, the “**Plan**”). Capitalized terms not specifically defined herein have the same meanings assigned to them in the Plan.

1. Vesting of Performance-Based Restricted Stock Units.

(a) **General.** The PRSUs will vest on the vesting date(s) shown or referred to on the Grant Notice, provided that (i) the performance condition(s) for the vesting of such PRSUs have been met, specifically including any required certifications of such performance condition(s), and (ii) you continue to be an active Service Provider through each applicable vesting date. Without limiting the foregoing, the vesting of any PRSUs is conditioned on your performing the duties assigned to you by the Company’s management or Board, as applicable, in a manner and with results satisfactory to the Company’s management or Board, as applicable.

(b) **Termination Due to Death.** Notwithstanding anything in Section 1(a) to the contrary, if your status as an active Service Provider terminates before a Change of Control due to your death, (a) you will be deemed to earn and become immediately and fully vested in the Target Number of PRSUs (as set forth in the Grant Notice) if and to the extent such PRSUs are then outstanding and unvested, and (b) any PRSUs that do not become earned and vested pursuant to clause (a) will be forfeited and cancelled immediately upon your death.

(c) **Termination without Cause or Constructive Termination under Employment Agreement.** This Section 1(c) shall apply to you only if you are party to a valid written employment agreement, offer letter, or similar agreement with the Company or an Affiliate that has been approved by the Compensation and Leadership Resources Committee (the “**CLRC**”) or the Board (an “**Employment Agreement**”) that provides that you will earn and/or become vested in all or any portion of the outstanding unearned and/or unvested PRSUs covered by this Award upon your involuntary termination of employment without cause or constructive termination (as such terms are defined in the Employment Agreement). If you are party to an Employment Agreement on the date on which you cease to be an Employee, then, notwithstanding anything in Section 1(a), 4, or 6(e) to the contrary, upon your involuntary termination of employment without cause or your constructive termination (as such terms are defined in the Employment Agreement), the provisions of the Employment Agreement shall govern, including the Employment Agreement’s definitions of “cause” and “constructive termination”, if the terms of the Employment Agreement result in you receiving a greater number of earned and vested PRSUs than you would otherwise receive upon your termination in the absence of such Employment Agreement.

2. Settlement of Vested PRSUs; Issuance of Shares. Subject to Sections 4 and 10 of these Terms and Conditions, and further subject to any applicable country-specific terms and conditions set forth in the AMD Country Appendix, the shares (“**Shares**”) of Company common stock issuable to you in settlement of your vested PRSUs will be issued in your name on the settlement date(s) shown or referred to in the Grant Notice, or if no settlement date is set forth in the Grant Notice, as soon as reasonably practicable after the underlying PRSUs vest (but not later than March 15 following the calendar year in which the underlying PRSUs vest). Until the Shares are actually issued to you in settlement of your vested PRSUs, the PRSUs represent an unfunded, unsecured obligation of the Company.

3. Nontransferability of PRSUs. Unless determined otherwise by the Administrator, the PRSUs may not be pledged, assigned, sold or otherwise transferred.

4. Forfeiture of PRSUs. Except as otherwise provided in Section 1(b), 1(c) or 6(e) of these Terms and Conditions, if your status as a Service Provider terminates for any reason other than your death before the vesting date(s) shown on the Grant Notice, your unvested PRSUs will be cancelled and forfeited without consideration. For purposes of this Award:

(a) Your status as a Service Provider will terminate if you cease to be either (i) an Employee, (ii) a Director, or (iii) a Consultant that is performing services for the Company or an Affiliate pursuant to a consulting services (or similar) agreement approved by the Committee; and

(b) Your status as an active Service Provider will be considered terminated (regardless of the reason for termination and whether or not the termination is in breach of applicable laws) effective as of the date you are no longer actively employed by or providing services to the Company or an Affiliate, and will not be extended by any notice period mandated under applicable laws (e.g., active employment or service would not include a period of “garden leave” or similar period pursuant to applicable law).

The Administrator will have the exclusive discretion to determine when your status as an active Service Provider terminates for purposes of this Award (including whether you may still be considered to be employed by or providing services to the Company or an Affiliate while on a leave of absence).

5. **Responsibility for Taxes.** Regardless of any action the Company or, if different, your employer (the “*Employer*”) takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you (“*Tax-Related Items*”), you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer: (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PRSUs, including, but not limited to, the grant, vesting or settlement of the PRSUs, the issuance of Shares upon settlement of the PRSUs, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any dividend equivalents; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the PRSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items (including hypothetical withholding tax amounts if you are covered under a Company tax equalization policy). In this regard, you authorize the Company, the Employer, and their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from proceeds of the sale of Shares issuable or issued to you upon vesting and/or settlement of the PRSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without your further consent or authorization);
- (b) withholding in Shares to be issued upon vesting and/or settlement of the PRSUs; or
- (c) requiring you to make a payment in cash, check or wire transfer (whether directly to the Company or the Employer or indirectly through a brokerage account approved by the Administrator for payment to the Company or the Employer); or
- (d) any other method determined by the Company in its discretion and permitted by the Plan and Applicable Law.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering statutory withholding rates or other withholding rates, including maximum rates applicable in your jurisdiction(s), in which case you may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, you are deemed for tax purposes to have been issued the full number of Shares subject to the vested PRSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

If you are covered by a Company or Employer tax equalization policy, you agree to pay to the Company or Employer any additional hypothetical tax obligation calculated and paid under the terms of such tax equalization policy. Finally, you must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

6. **Other Terms and Conditions.**

(a) **The Plan.** The Agreement is further subject to the terms and provisions of the Plan. Only certain provisions of the Plan are described in the Agreement. As a condition to your receipt of the PRSUs and any Shares issuable in settlement of vested PRSUs, you acknowledge and agree to the terms and conditions of the Agreement and the terms and provisions of the Plan.

(b) **Activation of Brokerage Account.** This Award of PRSUs is subject to and conditioned on your activation of a brokerage account with the Company’s designated brokerage firm on or before the last business day immediately preceding the first vesting date of the PRSUs. If you fail to timely activate a brokerage account with the Company’s designated brokerage firm, then this Award and all of the PRSUs covered by this Award will be immediately cancelled and forfeited and you will not receive any other benefits or compensation as replacement for the PRSUs.

(c) **Stockholder Rights.** Until the Shares are issued, you have no right to vote or receive dividends or any other rights as a stockholder with respect to the PRSUs.

(d) Employment Relationship. Nothing in the Agreement will confer on you any right to continue in the employ of the Company or the Employer or interfere with or restrict rights of the Company or the Employer, which are hereby expressly reserved, to terminate your employment at any time.

(e) Change of Control. Notwithstanding anything in this Agreement to the contrary, in the event that the Company experiences a Change of Control (as defined in the Plan), then CLRC shall determine and approve the Company's performance with respect to the applicable performance vesting conditions based on the Company's performance as of the effective date of the Change of Control (assuming for this purpose that the Stock Price Performance Period (as defined in the Grant Notice) ended on the date immediately preceding the date of the Change of Control). You will be deemed to have earned the number of PRSUs (the "*CoC PRSUs*") based on the Company's performance (as approved by the CLRC) and subject to any limitations set forth in the Grant Notice. All remaining unearned PRSUs will be automatically forfeited without consideration. At the time of such Change of Control, the CoC PRSUs (if any) will convert automatically into an equal number of time-based restricted stock units ("*CoC RSUs*") that will vest on the first to occur of (x) the one-year anniversary of the Change of Control and (y) the last day of the originally scheduled Stock Price Performance Period; *provided*, in each case, that you remain a Service Provider of the Company through such date. Notwithstanding the immediately preceding sentence and except as otherwise provided in Section 1(c) (if applicable), if you die or your employment or service is terminated by the Company for any reason other than for Misconduct or, if applicable, terminated by you as a Constructive Termination, then the CoC RSUs will become fully vested upon the date of such termination of employment or service. Solely for purposes of this Section 6(e), the "Company" includes any successor to the Company due to a Change of Control and any employer that is an Affiliate of such successor.

(f) Declination of PRSUs. If you wish to decline your PRSUs, you must complete and file the Declination of Grant form with Corporate Compensation and Benefits no later than the date that is three (3) calendar months following the Grant Date. Your declination is non-revocable, and you will not receive a grant of stock options or any other compensation as replacement for the declined PRSUs. Your decision to not timely file the Declination of Grant form will constitute your acceptance of the Award on the terms on which it is offered, as set forth in this Agreement and the Plan.

(g) Claw-back/Forfeiture. The PRSUs (including any proceeds, gains or other economic benefit actually or constructively received by you upon any receipt of the PRSUs or upon the receipt or resale of any Shares underlying the PRSUs) shall be subject to the provisions of any compensation recovery ("claw-back") policy implemented by the Company and applicable to you, including, without limitation, any such policy adopted to comply with the requirements of Applicable Laws.

7. **Nature of Grant.** In accepting this Award, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

(b) the grant of the PRSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PRSUs, or benefits in lieu of PRSUs, even if PRSUs have been granted in the past;

(c) all decisions with respect to future PRSU grants, if any, will be at the sole discretion of the Company;

(d) you are voluntarily participating in the Plan;

(e) the PRSUs and the Shares subject to the PRSUs, and the value of and income from such PRSUs and Shares, are not intended to replace any pension rights, retirement benefits or other compensation;

(f) the PRSUs and the Shares subject to the PRSUs, and the value of and income from such PRSUs and Shares, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the PRSU grant and your participation in the Plan will not be interpreted to form an employment contract or other service relationship with the Company, the Employer or any Affiliate;

(h) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages will arise from forfeiture of the PRSUs resulting from termination of your status as a Service Provider (for any reason whatsoever and whether or not in breach of applicable laws), and in consideration of the grant of the PRSUs to which you are otherwise not entitled, you irrevocably agree to (i) never institute any such claim against the Company, the Employer, or any of their respective Affiliates, (ii) waive your ability, if any, to bring any such claim against the Company, the Employer or any of their respective Parents, Subsidiaries or Affiliates, (iii) forever release the Company, the Employer or any of their respective Affiliates from any such claim, and (iv) execute any and all documents necessary, or reasonably requested by the Company, to request dismissal or withdrawal of any such claim that is allowed by a court of competent jurisdiction, in each case to the maximum extent permitted by applicable laws;

(j) the PRSUs and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger of the Company with or into another company or the sale of substantially all of the assets of the Company; and

(k) if you are providing services outside the United States:

(i) the PRSUs and the Shares subject to the PRSUs, and the value of and income from such PRSUs, are not part of normal or expected compensation or salary for any purpose, including, without limitation, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension benefits, retirement benefits, welfare benefits or similar mandatory payments; and

(ii) none of the Company, the Employer, or any of their respective Affiliates will be liable for any foreign exchange rate fluctuation between any local currency and the U.S. Dollar that may affect the value of the PRSUs, any amounts due to you pursuant to the settlement of the PRSUs or the subsequent sale of any Shares acquired upon settlement.

8. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

9. **Data Privacy.** *You understand that the Company and the Employer hold certain personal information about you, including, but not limited to, your name, home address, email address, and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all PRSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (your "Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

You understand that it will be necessary for your Data to be collected, used and transferred, in electronic or other form, as described in the Agreement and any other Award Documentation by and among, as applicable, the Employer, the Company and any Affiliate. Such processing will be for the exclusive purpose of implementing, administering and managing your participation in the Plan, and therefore for the performance of the Agreement. The provision of your Data is a contractual requirement. Without the provision of your Data, it will not be possible for the Company and/or the Employer to perform their obligations under the Agreement.

You understand that, in performing the Agreement, it will be necessary for:

- *your Data to be transferred to a Company-designated Plan broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan;*
- *the Company, its Plan broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan, to receive, possess, use, retain and transfer your Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan; and*
- *your Data to be held only as long as is necessary to implement, administer and manage your participation in the Plan.*

If you are located in the European Union ("EU"), European Economic Area ("EEA") or the United Kingdom ("UK"), you understand that the recipients of your Data may be located in countries outside of the EU/EEA/UK, including the United States, and that the recipients' country may not have privacy laws and protections that are equivalent to those of the EU/EEA/UK member state in which you are based. You understand that if you reside in the EU/EEA/UK, you can request a list with the names and addresses of any recipients of your Data by contacting your local human resources representative.

You understand that if you reside in the EU/EEA/UK, you may, at any time and free of charge, request access to your Data, object to the processing of your Data, request to have access to it restricted, request additional information about the storage and processing of your Data, require any necessary amendments to your Data or ask for it to be erased by contacting your local human resources representative in writing. You may also have the right to receive a copy of your Data in a machine-readable format, and the right to not to be subject to any decision that significantly affects you being taken solely by automated processing, including profiling. We will process any request in line with applicable laws and our policies and procedures. You also have the right to lodge a complaint with a local supervisory authority.

10. **Compliance with Laws and Regulations.** The issuance and transfer of the Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of such issuance or transfer; and, you understand that the Company shall not be required to issue or deliver any Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which the Company's common stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the SEC or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the vesting or settlement as the Administrator may from time to time establish for reasons of administrative convenience. The Shares shall be fully paid and nonassessable. You understand that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, you agree that the Company has unilateral authority to amend the Plan and the Agreement without your consent to the extent necessary or advisable to comply with securities or other laws applicable to issuance of Shares.

11. **Successors and Assigns.** The Company may assign any of its rights under the Agreement. The Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer contained herein, the Agreement will be binding upon you and your heirs, executors, administrators, legal representatives, successors and assigns.

12. **Governing Law; Jurisdiction; Severability.** The Agreement is to be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A., as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within Delaware, excluding that body of laws pertaining to conflict of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the Company and you evidenced by this grant or the Agreement, the Company and you hereby submit to and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation will be conducted only in the courts of New Castle County, Delaware, or the federal courts for the United States for the District of Delaware, and no other courts, where this grant is made and/or to be performed. If any provision of the Agreement is determined by a court of law to be illegal or unenforceable, in whole or in part, that provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

13. **Further Instruments.** You agree to execute further instruments and to take further actions as may be reasonably necessary to carry out the purposes and intent of the Agreement.

14. **Administrator Authority.** The Administrator has the power to interpret the Plan and the Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any PRSUs have vested). All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon you, the Company and all other interested persons. The Administrator will not be personally liable for any action, determination or interpretation made with respect to the Plan or the Agreement.

15. **Language.** You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, to understand the terms and conditions of the Agreement. Furthermore, if you have received the Agreement or any other Award Documentation translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the PRSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with Applicable Laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Headings.** The captions and headings of the Agreement are included for ease of reference only and will be disregarded in interpreting or construing the Agreement. All references herein to Sections will refer to Sections of these Terms and Conditions, unless otherwise noted.

19. **AMD Country Appendix**. Notwithstanding any provisions in the Award Documentation, the PRSU grant will be subject to any additional terms and conditions for your country set forth in the AMD Country Appendix. Moreover, if you relocate to one of the countries included in the AMD Country Appendix, the additional terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Company reserves the right to require you to sign any additional agreements that may be necessary to accomplish the foregoing. The AMD Country Appendix constitutes part of the Agreement.

20. **Waiver**. You acknowledge that a waiver by the Company of breach of any provision of the Agreement will not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by you or any other Participant.

21. **Entire Agreement**. The Plan, these Terms and Conditions, the AMD Country Appendix and the Grant Notice, including Exhibit A thereto, constitute the entire agreement and understanding of the parties with respect to the subject matter of the Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties with respect to the specific subject matter hereof.

22. **Insider Trading Restrictions/Market Abuse Laws**. You acknowledge that, depending on your or your broker's country or the country in which the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (or rights linked to Shares) under the Plan (e.g., PRSUs) during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in your country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed insider information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties (including Employees and other Service providers) or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

23. **Notices**. Any notice to be given under the terms of the Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to you shall be addressed to you at your last residential or email address reflected on the Company's records. By a notice given pursuant to this Section 23, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to you shall, if you are then deceased, be given to your legal representative. Any notice shall be deemed duly given to you (or, if applicable, your legal representative), (a) if it is delivered by email, upon confirmation of receipt (with an automatic "read receipt" constituting acknowledgment of receipt for purposes of this Section 23(a)); and (b) if sent by certified mail (return receipt requested), on the second business day following deposit (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or similar local service in jurisdictions outside of the United States.

24. **Limitations Applicable to Section 16 Persons**. Notwithstanding any other provision of the Plan or the Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the PRSUs and the Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Laws, the Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

25. **Section 409A**. The PRSUs are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "**Section 409A**"). However, notwithstanding any other provision of the Plan or the Agreement, if at any time the Administrator determines that the PRSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or the Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate either for the PRSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

26. **Limitation on Participant's Rights**. Participation in the Plan confers no rights or interests other than as herein provided. The Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. You shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PRSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to PRSUs, as and when vested or settled pursuant to the terms hereof.

27. **Termination, Rescission and Recapture (SVPs and Above Only)**. This Section 27 shall apply to you if and only if your position with the Company or an Affiliate is at the level of “Senior Vice President” or above on the Grant Date.

The PRSUs are intended to align your long-term interests with the long-term interests of the Company. If you engage in certain activities discussed below, either during employment with the Company or after such employment terminates for any reason, the Company may terminate any outstanding, unexpired or unpaid PRSUs (“**Termination**”), rescind any payment or delivery pursuant to the PRSUs (“**Rescission**”) or recapture any Shares or any proceeds from your sale of Shares acquired pursuant to the PRSUs (“**Recapture**”), as more fully described below and to the extent permitted by applicable laws. For purposes of this Section 27, “**Competitive Organization or Business**” is defined as those corporations, institutions, individuals, or other entities identified by the Company as competitive or working to become competitive in the Company’s most recently filed annual report on Form 10-K.

(a) You are acting contrary to the long-term interests of the Company if you at any time fail to comply with any agreement or undertaking regarding inventions, intellectual property rights, and/or proprietary or confidential information or material that you signed or otherwise agreed to in favor of the Company.

(b) You are acting contrary to the long-term interests of the Company if you, while employed by the Company: (i) materially breach the AMD Agreement or any Company (or Affiliate) policy applicable to you, or any written agreement between you and the Company (or Affiliate); (ii) violate the Company’s Worldwide Standards of Business Conduct or commit any other act of misconduct, or violate state or federal law relating to the workplace (including laws related to sexual harassment or age, sex or other prohibited discrimination); (iii) commit any act or omission resulting in your being charged with a criminal offense involving moral turpitude, dishonesty, or breach of trust; or (iv) engage in conduct that constitutes a felony, or enter a plea of guilty or nolo contendere with respect to a felony under applicable law. Whether you are acting contrary to the long-term interests of the Company for any of the reasons set forth in clauses (i) through (iv) above shall be determined by the Administrator in its sole discretion.

(c) You are acting contrary to the long-term interests of the Company if, during the restricted period set forth below, you engage in any of following activities in, or directed into, any State, possession or territory of the United States of America or any country in which the Company operates, sells products or does business:

(i) while employed by the Company, you render services to or otherwise directly or indirectly engage in or assist, any Competitive Organization or Business;

(ii) while employed by the Company or at any time thereafter, without the prior written consent of the CLRC, you (A) use any confidential information or trade secrets of the Company to render services to or otherwise engage in or assist any Competitive Organization or Business or (B) solicit away or attempt to solicit away any customer or supplier of the Company if in doing so, you use or disclose any of the Company’s confidential information or trade secrets;

(iii) while employed by the Company or during a period of twelve (12) months thereafter, without the prior written consent of the Board, you carry on any business or activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee or consultant) that is a direct material Competitive Organization or Business (as conducted now or during the term of this Agreement);

(iv) while employed by the Company or during the period of twelve (12) months thereafter, without the prior written consent of the Board, you solicit away or influence or attempt to influence or solicit away any client, customer or other person either directly or indirectly to direct his/her or its purchase of the Company’s products and/or services to any Competitive Organization or Business; or

(v) while employed by the Company or during a period of twelve (12) months thereafter, without the prior written consent of the Board, you solicit or influence or attempt to influence or solicit any person employed by the Company or any consultant then retained by the Company to terminate or otherwise cease his/her employment or consulting relationship with the Company or become an employee of or perform services for any outside organization or business that is or is working to become competitive with the Company.

The activities described in this Section 27(c) are collectively referred to as “**Activities Against the Company’s Interest**.”

(d) If the Company determines, in its sole and absolute discretion, that: (i) you have violated any of the requirements set forth in Section 27(a) above or (b) above or (ii) you have engaged in any Activities Against the Company’s Interest (the date on which such violation or activity first occurred being referred to as the “**Trigger Date**”), then the Company will, in its sole and absolute discretion, impose a Termination, Rescission and/or Recapture of any or all of the PRSUs or the Shares or proceeds you received therefrom, provided, that such Termination, Rescission and/or Recapture shall

not apply to the PRSUs to the extent that such PRSUs vested earlier than one year prior to the Trigger Date. Within ten days after receiving notice from the Company that Rescission or Recapture is being imposed on any PRSU, you shall deliver to the Company the Shares acquired pursuant to the PRSUs, or, if you have sold such Shares, the gain realized, or payment received as a result of the rescinded payment or delivery. Any payment by you to the Company pursuant to this Section 27(d) shall be made either in cash or by returning to the Company the number of Shares that you received in connection with the rescinded payment or delivery. It shall not be a basis for Termination, Rescission or Recapture if after your termination of employment, you purchase, as an investment or otherwise, stock or other securities of a Competitive Organization or Business, so long as (i) such stock or other securities are listed upon a recognized securities exchange or traded over-the-counter, and (ii) such investment does not represent more than a five percent equity interest in the organization or business.

(e) Upon payment or delivery of Shares pursuant to the PRSUs, you shall, if requested by the Company, certify on a form acceptable to the Company that you are in compliance with the terms and conditions of this Agreement and, if your termination of employment has occurred, shall state the name and address of your then-current employer or any entity for which you perform business services and your title, and shall identify any organization or business in which you own a greater-than-five-percent equity interest.

(f) Notwithstanding the foregoing provisions of this Section 27, in exceptional cases, the Company has sole and absolute discretion not to require Termination, Rescission and/or Recapture, and its determination not to require Termination, Rescission and/or Recapture with respect to any particular act by you or the PRSUs shall not in any way reduce or eliminate the Company's authority to require Termination, Rescission and/or Recapture with respect to any other act by you or other equity awards.

(g) Nothing in this Section 27 shall be construed to impose obligations on you to refrain from engaging in lawful competition with the Company after the termination of employment. For the avoidance of doubt, you acknowledge that this Section 27(g) shall not limit or supersede any other agreement between you and the Company concerning restrictive covenants.

(h) All administrative and discretionary authority given to the Company under this Section 27 shall be exercised by the CLRC, or an executive officer of the Company as the CLRC may designate from time to time.

(i) Notwithstanding any provision of this Section 27, if any provision of this Section 27 is determined to be unenforceable or invalid under any applicable laws, such provision will be applied to the maximum extent permitted by applicable laws, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable laws. Furthermore, if any provision of this Section 27 is illegal under any applicable laws, such provision shall be null and void to the extent necessary to comply with applicable laws.

(j) Notwithstanding the foregoing, this Section 27 shall not be applicable to you from and after your termination of employment if such termination of employment occurs after a Change of Control.

28. **Foreign Asset/Account Reporting; Exchange Control Requirements.** Certain applicable foreign asset and/or foreign account reporting requirements and exchange controls may affect your ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including any dividends paid on Shares acquired under the Plan) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker and/or within a certain time after receipt. You acknowledge that you are responsible for complying with any applicable regulations, and that you should speak to your personal legal advisor for any details.

By signing the Grant Notice or otherwise accepting the PRSU grant and the Shares issued upon vesting of the PRSUs, you agree to be bound by terms of the Agreement and the Plan.

**Certification of Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Lisa T. Su, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Advanced Micro Devices, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: August 2, 2023

/s/Lisa T. Su

Lisa T. Su
Chair, President and Chief Executive Officer
(Principal Executive Officer)

**Certification of Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jean Hu, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Advanced Micro Devices, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: August 2, 2023

/s/Jean Hu

Jean Hu
Executive Vice President,
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Advanced Micro Devices, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i.) the Quarterly Report on Form 10-Q of the Company for the period ended July 1, 2023 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii.) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 2, 2023

/s/Lisa T. Su

Lisa T. Su
Chair, President and Chief Executive Officer
(Principal Executive Officer)

Certification of Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Advanced Micro Devices, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i.) the Quarterly Report on Form 10-Q of the Company for the period ended July 1, 2023 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii.) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 2, 2023

/s/Jean Hu

Jean Hu
Executive Vice President,
Chief Financial Officer and Treasurer
(Principal Financial Officer)