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## DELTA REPORT

### 10-Q

INTC - INTEL CORP

10-Q - SEPTEMBER 28, 2024 COMPARED TO 10-Q - JUNE 29, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 3151

 CHANGES 276

 DELETIONS 1037

 ADDITIONS 1838

# 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 **June 29, September 28, 2024**

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: **000-06217**



## INTEL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

94-1672743

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

2200 Mission College Boulevard.

Santa Clara,

California

95054-1549

(Address of principal executive offices)

(Zip Code)

**(408) 765-8080**

(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, \$0.001 par value

INTC

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 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 (§232.405 of this chapter) 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, a smaller reporting company, or an emerging growth company. See the definitions 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 in Rule 12b-2 of the Exchange Act). Yes  No

As of **July 26, 2024** **October 25, 2024**, the registrant had outstanding **4,276 million** **4,313 million** shares of common stock.

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### Organization of Our Form 10-Q

The order and presentation of content in our Form 10-Q differs from the traditional SEC Form 10-Q format. Our format is designed to improve readability and better present how we organize and manage our business. See "Form 10-Q Cross-Reference Index" within Risk Factors and Other Key Information for a cross-reference index to the traditional SEC Form 10-Q format.

We have defined certain terms and abbreviations used throughout our Form 10-Q in "Key Terms" within the Consolidated Condensed Financial Statements and Supplemental Details.

The preparation of our Consolidated Condensed Financial Statements is in conformity with US GAAP. Our Form 10-Q includes key metrics that we use to measure our business, some of which are non-GAAP measures. See "Non-GAAP Financial Measures" within MD&A for an explanation of these measures and why management uses them and believes they provide investors with useful supplemental information.

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## Forward-Looking Statements

This Form 10-Q contains forward-looking statements that involve a number of risks and uncertainties. Words such as "accelerate", "achieve", "aim", "ambitions", "anticipate", "believe", "committed", "continue", "could", "designed", "estimate", "expect", "forecast", "future", "goals", "grow", "guidance", "intend", "likely", "may", "might", "milestones", "next generation", "objective", "on track", "opportunity", "outlook", "pending", "plan", "position", "possible", "potential", "predict", "progress", "ramp", "roadmap", "seek", "should", "strive", "targets", "to be", "upcoming", "will", "would", and variations of such words and similar expressions are intended to identify such forward-looking statements, which may include statements regarding:

- our business plans and strategy and anticipated benefits therefrom, including with respect to our IDM 2.0 strategy, Smart Capital strategy, partnerships with Apollo and Brookfield, internal foundry model, updated reporting structure, and AI strategy;
- projections of our future financial performance, including future revenue, gross margins, capital expenditures, and cash flows;
- projected costs and yield trends;
- future cash requirements, the availability, uses, sufficiency, and cost of capital resources, and sources of funding, including for future capital and R&D investments and for returns to stockholders, such as stock repurchases and dividends, and credit ratings expectations;
- future products, services, and technologies, and the expected goals, timeline, ramps, progress, availability, production, regulation, and benefits of such products, services, and technologies, including future process nodes and packaging technology, product roadmaps, schedules, future product architectures, expectations regarding process performance, per-watt parity, and metrics, and expectations regarding product and process leadership;

- investment plans and impacts of investment plans, including in the US and abroad;
- internal and external manufacturing plans, including future internal manufacturing volumes, manufacturing expansion plans and the financing therefor, and external foundry usage;
- future production capacity and product supply;
- supply expectations, including regarding constraints, limitations, pricing, and industry shortages;
- plans and goals related to Intel's foundry business, including with respect to anticipated customers, future manufacturing capacity and service, technology, and IP offerings;
- expected timing and impact of acquisitions, divestitures, and other significant transactions, including the sale of our NAND memory business;
- expected completion and impacts of restructuring activities and cost-saving or efficiency initiatives;
- future social and environmental performance goals, measures, strategies, and results;
- our anticipated growth, future market share, and trends in our businesses and operations;
- projected growth and trends in markets relevant to our businesses;
- anticipated trends and impacts related to industry component, substrate, and foundry capacity utilization, shortages, and constraints;
- expectations regarding government incentives;
- future technology trends and developments, such as AI;
- future macro environmental and economic conditions;
- geopolitical tensions and conflicts and their potential impact on our business;
- tax- and accounting-related expectations;
- expectations regarding our relationships with certain sanctioned parties; and
- other characterizations of future events or circumstances.

Such statements involve many risks and uncertainties that could cause our actual results to differ materially from those expressed or implied, including those associated with:

- the high level of competition and rapid technological change in our industry;
- the significant long-term and inherently risky investments we are making in R&D and manufacturing facilities that may not realize a favorable return;
- the complexities and uncertainties in developing and implementing new semiconductor products and manufacturing process technologies;
- our ability to time and scale our capital investments appropriately and successfully secure favorable alternative financing arrangements and government grants;
- implementing new business strategies and investing in new businesses and technologies;
- changes in demand for our products;
- macroeconomic conditions and geopolitical tensions and conflicts, including geopolitical and trade tensions between the US and China, the impacts of Russia's war on Ukraine, tensions and conflict affecting Israel and the Middle East, and rising tensions between mainland China and Taiwan;
- the evolving market for products with AI capabilities;



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- our complex global supply chain, including from disruptions, delays, trade tensions and conflicts, or shortages;
- product defects, errata and other product issues, particularly as we develop next-generation products and implement next-generation manufacturing process technologies;
- potential security vulnerabilities in our products;
- increasing and evolving cybersecurity threats and privacy risks;
- IP risks including related litigation and regulatory proceedings;
- the need to attract, retain, and motivate key talent;
- strategic transactions and investments;
- sales-related risks, including customer concentration and the use of distributors and other third parties;
- our significantly reduced return of capital in recent years;
- our debt obligations and our ability to access sources of capital;
- complex and evolving laws and regulations across many jurisdictions;
- fluctuations in currency exchange rates;
- changes in our effective tax rate;
- catastrophic events;
- environmental, health, safety, and product regulations;

- our initiatives and new legal requirements with respect to corporate responsibility matters; and
- other risks and uncertainties described in this report, our 2023 Form 10-K and our other filings with the SEC.

Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. Readers are urged to carefully review and consider the various disclosures made in this Form 10-Q and in other documents we file from time to time with the SEC that disclose risks and uncertainties that may affect our business.

Unless specifically indicated otherwise, the forward-looking statements in this Form 10-Q do not reflect the potential impact of any divestitures, mergers, acquisitions, or other business combinations that have not been completed as of the date of this filing. In addition, the forward-looking statements in this Form 10-Q are based on management's expectations as of the date of this filing, unless an earlier date is specified, including expectations based on third-party information and projections that management believes to be reputable. We do not undertake, and expressly disclaim any duty, to update such statements, whether as a result of new information, new developments, or otherwise, except to the extent that disclosure may be required by law.

## Availability of Company Information

We use our Investor Relations website, [www.intc.com](http://www.intc.com), as a routine channel for distribution of important, and often material, information about us, including our quarterly and annual earnings results and presentations, press releases, announcements, information about upcoming webcasts, analyst presentations, and investor days, archives of these events, financial information, corporate governance practices, and corporate responsibility information. We also post our filings on this website the same day they are electronically filed with, or furnished to, the SEC, including our annual and quarterly reports on Forms 10-K and 10-Q and current reports on Form 8-K, our proxy statements, and any amendments to those reports. All such information is available free of charge. Our Investor Relations website allows interested persons to sign up to automatically receive e-mail alerts when we post financial information and issue press releases, and to receive information about upcoming events. We encourage interested persons to follow our Investor Relations website in addition to our filings with the SEC to timely receive information about the company.

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*\* Other names and brands may be claimed as the property of others.*

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## A Quarter in Review

Total revenue of **\$12.8 billion** was down **\$116 million** from **Q2 2023**, as CCG revenue **increased 9%** decreased **7%**, DCI revenue decreased **3%** **44%**, and NEX revenue decreased **1%**. CCG revenue increased primarily due to higher notebook and desktop volumes as customer inventory levels improved compared to higher levels in Q2 2023. DCI revenue decreased due to lower server volume from lower demand in a competitive environment, partially offset by higher server ASPs primarily due to a lower mix of hyperscale customer-related revenue and a higher mix of high core count products. NEX revenue was roughly flat. External Intel Foundry revenue decreased **due to 79%**, partially offset by an increase in DCI revenue of **9%**. Our consolidated results of operations were materially impacted by non-cash impairments and the acceleration of depreciation for certain manufacturing assets, a substantial majority of which related to lower traditional packaging services our Intel 7 process node, restructuring charges resulting from our 2024 Restructuring Plan, non-cash impairments of goodwill and equipment sales. Altera revenue decreased **certain other assets**, as customers tempered purchases well as non-cash charges related to **reduce existing inventories**, a valuation allowance recognized against our net deferred tax assets in Q3 2024.

Revenue	Gross Margin	Diluted EPS attributable to Intel	Cash Flows
■ GAAP \$B	■ GAAP ■ Non-GAAP	■ GAAP ■ Non-GAAP	■ Operating Cash Flow \$B ■ Adjusted Free Cash Flow \$B

<b>\$12.8B</b>	<b>35.4%</b>	<b>38.7%</b>	<b>\$(0.38)</b>	<b>\$0.02</b>	<b>\$1.1B</b>	<b>\$2.0B</b>
<b>GAAP</b>	<b>GAAP</b>	<b>non-GAAP<sup>1</sup></b>	<b>GAAP</b>	<b>non-GAAP<sup>1</sup></b>	<b>GAAP</b>	<b>non-GAAP<sup>1</sup></b>
Revenue down \$116M or 1% from Q2 2023	Gross margin down 0.4 ppts from Q2 2023	Gross margin down 1.1 ppts from Q2 2023	Diluted EPS attributable to Intel down \$0.73 from Q2 2023	Diluted EPS attributable to Intel down \$0.11 from Q2 2023	Operating cash flow roughly flat with Q2 2023	Adjusted free cash flow up \$13.5B or 117% from Q2 2023
Lower Altera, external Intel Foundry, and DCI revenue, partially offset by higher CCG revenue.	Lower GAAP gross margin from higher unit cost, lower Altera revenue, and higher process development costs, partially offset by lower period charges and higher notebook revenue.		Lower GAAP EPS attributable to lower tax benefit and higher operating expenses.		Cash provided by operating activities was roughly flat as we incurred a higher net loss that was offset by more favorable operating cash flow adjustments.	

\$13.3B	15.0%	18.0%	\$ (3.88)	\$ (0.46)	\$ 5.1B	\$ (0.7)B
GAAP	GAAP	non-GAAP <sup>1</sup>	GAAP	non-GAAP <sub>1</sub>	GAAP	non-GAAP <sub>1</sub>
Revenue down \$874M or 6% from Q3 2023	Gross margin down 27.5 ppts from Q3 2023	Gross margin down 27.8 ppts from Q3 2023	Diluted EPS attributable to Intel down \$3.95 from Q3 2023	Diluted EPS attributable to Intel down \$0.87 from Q3 2023	Operating cash flow down \$1.7B or 25% from Q3 2023	Adjusted free cash flow improved by \$9.8B or 93% from Q3 2023
Lower CCG, Altera, and external Intel Foundry revenue, partially offset by higher DCAI revenue.	Lower GAAP gross margin from non-cash impairments and accelerated depreciation, and higher unit costs.		Lower GAAP EPS attributable to non-cash charges related to valuation allowances recorded against our net deferred tax assets, higher cash and non-cash restructuring and other charges, and non-cash impairments and accelerated depreciation for certain manufacturing assets.		Lower cash provided by operating activities was driven by higher net loss, partially offset by favorable non-cash operating cash flow adjustments and changes in working capital.	

## Key Developments

- We achieved a critical milestone on Intel 18A with continued to advance our previously-announced cost-reduction measures by effectuating the release to Intel Foundry customers of Intel 18A PDK 1.0.
- We announced the planned implementation of cost-reduction measures, 2024 Restructuring Plan, including reductions in headcount by 16,500 employees, other operating expenditures, capital expenditures, and cost of sales. These initiatives are designed sales, with respect to accelerate profitable growth, enable further operational efficiency and agility, and create capacity for sustained investment which we recognized restructuring charges of \$2.8 billion in technology and manufacturing leadership, Q3 2024.
- Our Board consolidated results of Directors declared a operations were also materially impacted in Q3 2024 dividend of \$0.125 per share on our common stock consistent with prior quarters. We announced our Board of Directors suspended by the declaration of dividends on our common stock starting with Q4 2024, recognizing the importance of prioritizing liquidity to support the investments needed to execute our strategy. The Board of Directors reiterated our long-term commitment to a competitive dividend as cash flows improve to sustainably higher levels, following charges:
  - As part \$3.1 billion of our SCIP program, we completed charges, substantially all of which were recognized in cost of sales, related to non-cash impairments and the acceleration of depreciation for certain manufacturing assets, a transaction with Apollo Global Management, Inc. (Apollo), under substantial majority of which, Apollo led an investment of \$11.0 billion to acquire a 49% equity interest in an entity related to our Fab 34 Intel 7 process node;
  - \$2.9 billion of non-cash charges associated with the impairment of goodwill for certain of our reporting units as well as certain acquired intangible assets; and
  - \$9.9 billion of non-cash charges that substantially related to valuation allowances recorded to our net deferred tax assets.
- We announced our intention to establish Intel Foundry as an independent subsidiary. This structure provides clearer separation for external foundry customers and suppliers between Intel Foundry and our Intel Products businesses. It also gives us future flexibility to evaluate independent sources of funding and optimize the capital structure of Intel Foundry and our Intel Products businesses to maximize growth and stockholder value.
- We were awarded up to \$3.0 billion in Leixlip, Ireland. Fab 34 direct funding under the CHIPS and Science Act for the Secure Enclave program, which is designed to expand the trusted manufacturing of leading-edge semiconductors for the U.S. government.
- We launched our leading-edge high-volume manufacturing (HVM) facility designed for wafers using latest family of x86 processors, the Intel® Core™ Ultra 200V series processors, which deliver exceptional performance, breakthrough x86 power efficiency, improved graphics performance, no-compromise application compatibility, enhanced security and competitive AI compute capabilities.
- We announced our next-generation of AI solutions with the launch of the Intel® Xeon® 6 processor with Performance-cores and the Intel® Gaudi® 3 process technologies, AI accelerator.

<sup>1</sup> See "Non-GAAP Financial Measures" within MD&A.

# Consolidated Condensed Statements of Income

			Three Months Ended	Six Months Ended			Three Months Ended	Nine Months Ended			
(In Millions, Except Per Share Amounts; Unaudited)	(In Millions, Except Per Share Amounts; Unaudited)		Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, 2023	(In Millions, Except Per Share Amounts; Unaudited)	Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023
<b>Net revenue</b>											
Cost of sales											
<b>Gross margin</b>											
Research and development											
Marketing, general, and administrative											
Restructuring and other charges											
<b>Operating expenses</b>											
<b>Operating income (loss)</b>											
Gains (losses) on equity investments, net											
Interest and other, net											
<b>Income (loss) before taxes</b>											
Provision for (benefit from) taxes											
<b>Net income (loss)</b>											
Less: Net income (loss) attributable to non-controlling interests											
Less: net income (loss) attributable to non-controlling interests											
<b>Net income (loss) attributable to Intel</b>											
<b>Earnings (loss) per share attributable to Intel—basic</b>											
<b>Earnings (loss) per share attributable to Intel—diluted</b>											
Weighted average shares of common stock outstanding:											
Weighted average shares of common stock outstanding:											
Weighted average shares of common stock outstanding:											
<b>Basic</b>											
<b>Basic</b>											
<b>Basic</b>											
<b>Diluted</b>											
See accompanying notes.											


  
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Consolidated Condensed Statements of Income

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# Consolidated Condensed Statements of Comprehensive Income

(In Millions; Unaudited)	Three Months Ended	Three Months Ended	Six Months Ended	Three Months Ended	Nine Months Ended				
	(In Millions; Unaudited)	Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, (In Millions; 2023)	Sep 28, 2024	Sep 28, 2024	Sep 30, 2023	Sep 30, 2023
<b>Net income (loss)</b>									
Changes in other comprehensive income (loss), net of tax:									
Net unrealized holding gains (losses) on derivatives									
Net unrealized holding gains (losses) on derivatives									
Net unrealized holding gains (losses) on derivatives									
Actuarial valuation and other pension benefits (expenses), net									
Translation adjustments and other									
<b>Other comprehensive income (loss)</b>									
<b>Total comprehensive income (loss)</b>									
Less: comprehensive income (loss) attributable to non-controlling interests									
<b>Total comprehensive income (loss) attributable to Intel</b>									
See accompanying notes.									

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Consolidated Condensed Statements of Comprehensive Income

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# Consolidated Condensed Balance Sheets

(In Millions; Unaudited)	(In Millions; Unaudited)	Jun 29, 2024	Dec 30, 2023	(In Millions; Unaudited)	Sep 28, 2024	Dec 30, 2023
<b>Assets</b>						
<b>Assets</b>						
<b>Assets</b>						
Current assets:						
Current assets:						
Current assets:						
Cash and cash equivalents						
Cash and cash equivalents						
Cash and cash equivalents						
Short-term investments						
Accounts receivable, net						

Accounts receivable, net
Accounts receivable, net
Inventories
Other current assets
Other current assets
Other current assets
<b>Total current assets</b>
Property, plant, and equipment, net of accumulated depreciation of \$100,173 (\$98,010 as of December 30, 2023)
Property, plant, and equipment, net of accumulated depreciation of \$100,173 (\$98,010 as of December 30, 2023)
Property, plant, and equipment, net of accumulated depreciation of \$100,173 (\$98,010 as of December 30, 2023)
Property, plant, and equipment, net of accumulated depreciation of \$101,124 (\$98,010 as of December 30, 2023)
Property, plant, and equipment, net of accumulated depreciation of \$101,124 (\$98,010 as of December 30, 2023)
Property, plant, and equipment, net of accumulated depreciation of \$101,124 (\$98,010 as of December 30, 2023)
<b>Equity investments</b>
Goodwill
Goodwill
Goodwill
<b>Identified intangible assets, net</b>
<b>Other long-term assets</b>
<b>Total assets</b>
<b>Liabilities and stockholders' equity</b>
<b>Liabilities and stockholders' equity</b>
<b>Liabilities and stockholders' equity</b>
Current liabilities:
Current liabilities:
Current liabilities:
Short-term debt
Short-term debt
Short-term debt
Accounts payable
Accounts payable
Accounts payable
Accrued compensation and benefits
Income taxes payable
Short-term debt
Income taxes payable
Short-term debt
Short-term debt
Income taxes payable
Other accrued liabilities
<b>Total current liabilities</b>
Debt
Debt
Debt
<b>Other long-term liabilities</b>
Other long-term liabilities
Other long-term liabilities
<b>Contingencies (Note 13)</b>
<b>Contingencies (Note 14)</b>
Stockholders' equity:
Stockholders' equity:
Stockholders' equity:

Common stock and capital in excess of par value, 4,276 issued and outstanding (4,228 issued and outstanding as of December 30, 2023)
Common stock and capital in excess of par value, 4,309 issued and outstanding (4,228 issued and outstanding as of December 30, 2023)
Common stock and capital in excess of par value, 4,276 issued and outstanding (4,228 issued and outstanding as of December 30, 2023)
Common stock and capital in excess of par value, 4,309 issued and outstanding (4,228 issued and outstanding as of December 30, 2023)
Common stock and capital in excess of par value, 4,276 issued and outstanding (4,228 issued and outstanding as of December 30, 2023)
Common stock and capital in excess of par value, 4,309 issued and outstanding (4,228 issued and outstanding as of December 30, 2023)

Accumulated other comprehensive income (loss)

Retained earnings

**Total Intel stockholders' equity**

**Non-controlling interests**

**Total stockholders' equity**

**Total liabilities and stockholders' equity**

See accompanying notes.

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Financial Statements

Consolidated Condensed Balance Sheets

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## Consolidated Condensed Statements of Cash Flows

(In Millions; Unaudited)	(In Millions; Unaudited)	Six Months Ended		Nine Months Ended		
		Jun 29, 2024	Jul 1, 2023	(In Millions; Unaudited)	Sep 30, 2023	
<b>Cash and cash equivalents, beginning of period</b>						
<b>Cash and cash equivalents, beginning of period</b>						
<b>Cash and cash equivalents, beginning of period</b>						
Cash flows provided by (used for) operating activities:						
Net income (loss)						
Net income (loss)						
Net income (loss)						
Adjustments to reconcile net income (loss) to net cash provided by operating activities:						
Depreciation						
Depreciation						
Depreciation						
Share-based compensation						
Restructuring and other charges						

Restructuring and other charges
Restructuring and other charges
Amortization of intangibles
(Gains) losses on equity investments, net
Deferred taxes
Changes in assets and liabilities:
Deferred taxes
Changes in assets and liabilities:
Deferred taxes
Impairments and net (gain) loss on retirement of property, plant, and equipment
Changes in assets and liabilities:
Accounts receivable
Accounts receivable
Accounts receivable
Inventories
Accounts payable
Accrued compensation and benefits
Income taxes
Income taxes
Income taxes
Other assets and liabilities
<b>Total adjustments</b>
<b>Net cash provided by (used for) operating activities</b>
Cash flows provided by (used for) investing activities:
Additions to property, plant, and equipment
Additions to property, plant, and equipment
Additions to property, plant, and equipment
Proceeds from capital-related government incentives
Proceeds from capital-related government incentives
Proceeds from capital-related government incentives
Purchases of short-term investments
Purchases of short-term investments
Purchases of short-term investments
Maturities and sales of short-term investments
Other investing
Other investing
Other investing
<b>Net cash provided by (used for) investing activities</b>
Cash flows provided by (used for) financing activities:
Issuance of commercial paper, net of issuance costs
Issuance of commercial paper, net of issuance costs
Issuance of commercial paper, net of issuance costs
Repayment of commercial paper
Payments on finance leases
Payments on finance leases
Payments on finance leases
Partner contributions
Proceeds from sales of subsidiary shares
Issuance of long-term debt, net of issuance costs
Issuance of long-term debt, net of issuance costs
Issuance of long-term debt, net of issuance costs

Repayment of debt  
 Proceeds from sales of common stock through employee equity incentive plans  
 Payment of dividends to stockholders  
 Payment of dividends to stockholders  
 Payment of dividends to stockholders  
 Other financing  
 Other financing  
 Other financing  
**Net cash provided by (used for) financing activities**  
**Net increase (decrease) in cash and cash equivalents**  
**Net increase (decrease) in cash and cash equivalents**  
**Net increase (decrease) in cash and cash equivalents**  
**Cash and cash equivalents, end of period**  
 Non-cash supplemental disclosures:  
 Non-cash supplemental disclosures:  
 Non-cash supplemental disclosures:  
 Acquisition of property, plant, and equipment  
 Acquisition of property, plant, and equipment  
 Acquisition of property, plant, and equipment  
 Recognition of capital-related government incentives  
 Recognition of capital-related government incentives  
 Recognition of capital-related government incentives  
 Cash paid during the period for:  
 Cash paid during the period for:  
 Cash paid during the period for:  
 Interest, net of capitalized interest  
 Interest, net of capitalized interest  
 Interest, net of capitalized interest  
 Income taxes, net of refunds  
 See accompanying notes.

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Financial Statements

Consolidated Condensed Statements of Cash Flows

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## Consolidated Condensed Statements of Stockholders' Equity

(In Millions, Except Per Share Amounts; Unaudited)	(In Millions, Except Per Share Amounts; Unaudited)	Common Stock and Capital in Excess of Par Value	Accumulated Other Comprehensive Income (Loss)			Non-Controlling Interests	Total	(In Millions, Except Per Share Amounts; Unaudited)			Common Stock and Capital in Excess of Par Value	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interests	Total
			Retained Earnings	Non-Controlling Interests	Total			Retained Earnings	Non-Controlling Interests	Total				
<b>Three Months Ended</b>														
Three Months Ended														

<b>Three Months Ended</b>
Balance as of March 30, 2024
Balance as of June 29, 2024
Balance as of March 30, 2024
Balance as of June 29, 2024
Balance as of March 30, 2024
Balance as of June 29, 2024
Net income (loss)
Net income (loss)
Net income (loss)
Other comprehensive income (loss)
Net proceeds from partner contributions
Employee equity incentive plans and other
Share-based compensation
Restricted stock unit withholdings
Restricted stock unit withholdings
Restricted stock unit withholdings
Cash dividends declared (\$0.13 per share of common stock)
Balance as of June 29, 2024
Balance as of September 28, 2024
Balance as of April 1, 2023
Balance as of April 1, 2023
Balance as of April 1, 2023
Balance as of July 1, 2023
Balance as of July 1, 2023
Balance as of July 1, 2023
Net income (loss)
Net income (loss)
Net income (loss)
Other comprehensive income (loss)
Net proceeds from sales of subsidiary shares and partner contributions
Employee equity incentive plans and other
Employee equity incentive plans and other
Employee equity incentive plans and other
Share-based compensation
Restricted stock unit withholdings
Cash dividends declared (\$0.13 per share of common stock)

<b>Balance as of</b>
<b>September 30, 2023</b>
<b>Balance as of July 1, 2023</b>
<b>Balance as of July 1, 2023</b>
<b>Balance as of July 1, 2023</b>
<b>Six Months Ended</b>
<b>Six Months Ended</b>
<b>Six Months Ended</b>
<b>Nine Months Ended</b>
<b>Nine Months Ended</b>
<b>Nine Months Ended</b>
Balance as of December 30, 2023
<b>Balance as of December 30, 2023</b>
<b>Balance as of December 30, 2023</b>
Net income (loss)
Net income (loss)
Net income (loss)
Other comprehensive income (loss)
Net proceeds from partner contributions
Employee equity incentive plans and other
Share-based compensation
Restricted stock unit withholdings
Restricted stock unit withholdings
Restricted stock unit withholdings
<b>Cash dividends declared (\$0.25 per share of common stock)</b>
<b>Balance as of June 29, 2024</b>
<b>Cash dividends declared (\$0.38 per share of common stock)</b>
<b>Balance as of</b>
<b>September 28, 2024</b>
Balance as of December 31, 2022
<b>Balance as of December 31, 2022</b>
<b>Balance as of December 31, 2022</b>
Net income (loss)
Net income (loss)
Net income (loss)
Other comprehensive income (loss)
Net proceeds from sales of subsidiary shares and partner contributions
Employee equity incentive plans and other

Share-based compensation
Restricted stock unit withholdings
Cash dividends declared (\$0.49 per share of common stock)
<b>Balance as of July 1, 2023</b>
Cash dividends declared (\$0.62 per share of common stock)
<b>Balance as of September 30, 2023</b>

See accompanying notes.



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Consolidated Condensed Statements of Stockholders' Equity

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## Notes to Consolidated Condensed Financial Statements

### Note 1 : Basis of Presentation

We prepared our interim Consolidated Condensed Financial Statements that accompany these notes in conformity with US GAAP, consistent in all material respects with those applied in our 2023 Form 10-K.

We have made estimates and judgments affecting the amounts reported in our Consolidated Condensed Financial Statements and the accompanying notes. The actual results that we experience may differ materially from our estimates. The interim financial information is unaudited, and reflects all normal adjustments that are, in our opinion, necessary to provide a fair statement of results for the interim periods presented. This report should be read in conjunction with our 2023 Form 10-K where we include additional information on our critical accounting estimates, policies, and the methods and assumptions used in our estimates.

We made certain reclassifications within our Consolidated Condensed Financial Statements during 2024, and, in certain cases, adjusted prior periods to conform to the current period presentation. These reclassifications had no impact on previously reported net income (loss), cash flows, or stockholders' equity.

### Note 2 : Operating Segments

We previously announced the implementation of our internal foundry operating model, which took effect in the first quarter of 2024, and creates a foundry relationship between our Intel Products business (collectively CCG, DCAI, and NEX) and our Intel Foundry business. Intel Products consists substantially of design and development of CPUs and related solutions for third party customers. Intel Foundry consists substantially of process engineering, manufacturing, and foundry services groups that provide manufacturing, test, and assembly services to our Intel Products business and to third party customers. Both businesses utilize marketing, sales, and other support functions.

Our internal foundry model is a key component of our strategy and is designed to reshape our operational dynamics and drive greater transparency, accountability, and focus on costs and efficiency. We also previously announced our intent to operate Altera as a standalone business, with segment reporting beginning in the first quarter of 2024. Altera was previously included in our DCAI segment results. As a result of these changes, we modified our segment reporting in the first quarter of 2024 to align to this new operating model. All prior period segment data has been retrospectively adjusted to reflect the way our Chief Operating Decision Maker (CODM) internally receives information and manages and monitors our operating segment performance starting in fiscal year 2024. There are no changes to our consolidated financial statements for any prior periods.

We organize our business as follows:

- Intel Products:
  - Client Computing Group (CCG)
  - Data Center and AI (DCAI)
  - Network and Edge (NEX)
- Intel Foundry
- All other
  - Altera
  - Mobileye
  - Other

CCG, DCAI, and Intel Foundry qualify as reportable operating segments. NEX, Altera, and Mobileye do not qualify as reportable operating segments; however, we have elected to disclose their results. When we enter into federal contracts, they are aligned to the sponsoring operating segment.

The accounting policies for applied to our segment reporting are the same for segments follow those applied to Intel as a whole. A summary of the basis for which we report our operating segment revenues and operating margin is as follows:

#### Intel Products: CCG, DCAI, and NEX

- **Segment revenue:** consists of revenues from third party customers. The Intel Products operating segments represent a substantial majority of Intel consolidated revenue and are derived from our principal products that incorporate various components and technologies, including a microprocessor and chipset, a stand-alone SoC, or a multichip package, which are based on Intel architecture.
- **Segment expenses:** consists of intersegment charges for product manufacturing and related services from Intel Foundry, external foundry and other manufacturing expenses, product development costs, allocated expenses as described below, and direct operating expenses.

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<p>Segment revenue: consists substantially of intersegment product and services revenue for wafer fabrication, substrates and other related products, and services sold to Intel Products, Altera, and certain other Intel internal businesses. We recognize intersegment revenue when we satisfy based on the completion of performance obligations as evidenced by the obligations. Product revenue is recognized upon delivery and transfer of control of Intel Foundry products and services to the Intel Products businesses, ownership which is generally at the completion of wafer sorting and at sorting. Backend service revenue is recognized upon the completion of assembly and test services, milestones, which approximates the recognition of revenue over the service period. Intersegment sales are recorded at prices that are intended to approximate market pricing. Intel Foundry also includes certain third party foundry and assembly and test revenues from external customers that were \$77 million \$67 million in the three months ended June 29, 2024 September 28, 2024 and \$104 million \$171 million in the first six nine months of 2024, compared to \$231 million \$312 million in the three months ended July 1, 2023 September 30, 2023 and \$349 million \$661 million in the first six nine months of 2023.</p> <p>Segment expenses: consists of direct expenses for technology development, product manufacturing and services provided by Intel Foundry to internal and external customers, allocated expenses as described below, and direct operating expenses. Direct expenses for product manufacturing includes excess capacity charges that were previously allocated primarily to CCG, DCAI, and NEX, charges.</p>			

#### All Other: Altera & Mobileye

- **Segment revenue:** consists of product revenues from third party customers. Altera revenue is derived from programmable semiconductors, primarily FPGAs, CPLDs, acceleration platforms, software, IP, and related products. Mobileye revenue is derived from advanced driver-assistance systems (ADAS) and autonomous driving technologies and solutions.
- **Segment expenses:** Altera expenses consist of intersegment charges for product manufacturing and related services from Intel Foundry, third party manufacturing expenses, allocated expenses as described below, and direct operating expenses. Mobileye expenses consists of third party direct expenses for product manufacturing and related services for the manufacturing of Mobileye products and direct operating expenses.

Our "all other" category also consists of "other", which includes:

- results of operations from non-reportable segments not otherwise presented, and from start-up businesses that support our initiatives; and
- historical results of operations from divested businesses.

We allocate operating expenses from our sales and marketing group to the Intel Products operating segments and allocate operating expenses from our finance and administration groups to all of our operating segments, except Mobileye.

We estimate that the substantial majority of our consolidated depreciation expense was incurred by Intel Foundry in the first six nine months of 2024 and in the first six months of 2023 was incurred by Intel Foundry. Intel Foundry depreciation expense is substantially included in overhead cost pools and then combined with other costs, and subsequently absorbed into inventory as each product passes through the manufacturing process and is sold to Intel Products and or other customers. As a result, it is impractical impracticable to determine the total depreciation expense included as a component of each Intel Products operating segment's operating income (loss).

We do not allocate to our operating segments corporate operating expenses that primarily consist of:

- restructuring and other charges;
- share-based compensation;
- certain impairment charges; and
- certain acquisition-related costs, including amortization and any impairment of acquisition-related intangibles and goodwill.

We do not allocate to our operating segments non-operating items such as:

- gains and losses from equity investments;
- interest and other income; and
- income taxes.

The CODM, who is our CEO, allocates resources to and assesses the performance of each operating segment using information about the operating segment's revenue and operating income (loss). Although the CODM uses operating income (loss) to evaluate the segments, operating costs included in one segment may benefit other segments. The measures regularly provided to and used by our CODM under our new operating model continue to evolve; currently, our CODM does not regularly review or receive discrete asset information by segment.

**Intersegment eliminations:** Intersegment sales and related gross margin on inventory recorded at the end of the period or sold through to third party customers is eliminated for consolidation purposes. The Intel Products operating segments and Intel Foundry are meant to reflect separate fabless semiconductor and foundry companies, companies, respectively. Thus, certain intersegment activity is captured within the intersegment eliminations upon consolidation and presented at the Intel consolidated level. This activity primarily relates to inventory reserves, which are determined and recorded

based on our accounting policies for Intel as a whole but are only recorded by the Intel Products operating segments upon transfer of inventory from Intel Foundry. If a reserve is identified prior which relates to the related inventory transferring to neither Intel Products nor Intel Foundry, the reserve is presented as activity within the intersegment eliminations. eliminations for Intel on a consolidated basis.

intel- logo- ub- RGB_PL-	Financial Statements	Notes to Financial Statements	10																																																																																																																																																																								
<b>Reporting units and goodwill reallocation:</b> As a result of modifying our segment reporting in the first quarter of 2024, we reallocated goodwill among our affected reporting units on a relative fair value basis. We performed a quantitative goodwill impairment assessment for each of our reporting units immediately before and after our business reorganization. We concluded based on our pre-reorganization impairment test that goodwill was not impaired. As a result of our post-reorganization impairment test, we recognized a non-cash goodwill impairment loss of \$222 million in the first quarter of 2024 related to our Intel Foundry reporting unit as the estimated fair value of the new reporting unit was lower than the assigned carrying value, which now includes substantially all of our allocated property, plant, and equipment. The Intel Foundry reporting unit has no remaining goodwill. The fair value substantially exceeded the carrying value for all remaining reporting units tested as part of our post-reorganization impairment test.																																																																																																																																																																											
Operating segment and consolidated net revenue and operating income (loss) for each period were as follows:																																																																																																																																																																											
<table border="1"> <thead> <tr> <th></th> <th>Three Months Ended (In Millions)</th> <th>Three Months Ended (In Millions)</th> <th>Six Months Ended (In Millions)</th> <th>Three Months Ended (In Millions)</th> <th>Nine Months Ended (In Millions)</th> </tr> </thead> <tbody> <tr> <td>Operating segment revenue:</td> <td>Jun 29, 2024</td> <td>Jul 1, 2023</td> <td>Jul 1, 2023</td> <td>Sep 28, 2024</td> <td>Sep 28, 2024</td> </tr> <tr> <td>Intel Products:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Intel Products:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Intel Products:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Client Computing Group</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Client Computing Group</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Client Computing Group</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Desktop</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Desktop</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Desktop</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Notebook</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total Intel Products revenue</b></td> <td><b>7,410</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Data Center and AI</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Network and Edge</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total all other revenue</b></td> <td><b>7,330</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total operating segment revenue</b></td> <td><b>14,740</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Intersegment eliminations</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total net revenue</b></td> <td><b>14,740</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Segment operating income (loss):</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Segment operating income (loss):</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Segment operating income (loss):</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Intel Products:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Intel Products:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Intel Products:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Client Computing Group</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Client Computing Group</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Three Months Ended (In Millions)	Three Months Ended (In Millions)	Six Months Ended (In Millions)	Three Months Ended (In Millions)	Nine Months Ended (In Millions)	Operating segment revenue:	Jun 29, 2024	Jul 1, 2023	Jul 1, 2023	Sep 28, 2024	Sep 28, 2024	Intel Products:						Intel Products:						Intel Products:						Client Computing Group						Client Computing Group						Client Computing Group						Desktop						Desktop						Desktop						Notebook						Other						<b>Total Intel Products revenue</b>	<b>7,410</b>					<b>Data Center and AI</b>						<b>Network and Edge</b>						<b>Total all other revenue</b>	<b>7,330</b>					<b>Total operating segment revenue</b>	<b>14,740</b>					Intersegment eliminations						<b>Total net revenue</b>	<b>14,740</b>					<b>Segment operating income (loss):</b>						<b>Segment operating income (loss):</b>						<b>Segment operating income (loss):</b>						Intel Products:						Intel Products:						Intel Products:						Client Computing Group						Client Computing Group					
	Three Months Ended (In Millions)	Three Months Ended (In Millions)	Six Months Ended (In Millions)	Three Months Ended (In Millions)	Nine Months Ended (In Millions)																																																																																																																																																																						
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**Client Computing Group**  
**Data Center and AI**  
**Network and Edge**  
**Total Intel Products operating income (loss)**  
**Intel Foundry**  
**Intel Foundry**  
**Intel Foundry**  
**All Other**  
Altera  
Altera  
Altera  
Mobileye  
Other  
**Total all other operating income (loss)**  
**Total segment operating income (loss)**  
Intersegment eliminations  
Corporate unallocated expenses  
**Total operating income (loss)**

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(002) <b>Unallocated expenses</b> represent include certain operating and non-operating costs incurred that are not directly attributed to an specific operating segments. The nature of these expenses may vary, but primarily consist of restructuring and other charges, share-based compensation, certain impairment charges, and certain acquisition-related costs.			
	Three Months Ended	Three Months Ended	Six Months Ended
	Three Months Ended	Three Months Ended	
(In Millions)	(In Millions)	Jun 29, 2024	Jul 1, 2023
Acquisition-related adjustments		Jun 29, 2024	Jul 1, 2023
(In Millions)			
(In Millions)			
Acquisition-related costs			
Acquisition-related costs			
Acquisition-related costs			
Share-based compensation			
Restructuring and other charges			
Share-based compensation			
Share-based compensation			
Restructuring and other charges <sup>1</sup>			
Restructuring and other charges <sup>1</sup>			
Restructuring and other charges <sup>1</sup>			
Other			
Other			
Other			
<b>Total corporate unallocated expenses</b>			
<b>Total corporate unallocated expenses</b>			
<b>Total corporate unallocated expenses</b>			

<sup>1</sup> See "Note 6: Restructuring and Other Charges" within Notes to Consolidated Condensed Financial Statements for further information.

### Note 3 : Non-Controlling Interests

(In Millions)		Jun 29, 2024		Dec 30, 2023		
		Non-Controlling Interests	Non-Controlling Ownership %	Non-Controlling Interests	Non-Controlling Ownership %	
(\$ in Millions)		Sep 28, 2024		Dec 30, 2023		
		Non-Controlling Interests	Non-Controlling Ownership %	Non-Controlling Interests	Non-Controlling Ownership %	
Ireland SCIP	Ireland SCIP	\$ 6	49 %	\$ —	— %	Ireland SCIP \$ 51 49 49 %
Arizona SCIP	Arizona SCIP	3,152	49 %	2,359	49 %	Arizona SCIP 3,518 49 49 %
Mobileye	Mobileye	1,886	12 %	1,838	12 %	12 % Mobileye
IMS Nanofabrication	IMS Nanofabrication	161	32 %	178	32 %	32 % Nanofabrication
<b>Total Non-controlling interests</b>						
<b>Total non-controlling interests</b>						

#### Semiconductor Co-Investment Program

##### Ireland SCIP: SCIP

In the second quarter of 2024, we closed a transaction with Apollo Global Management, Inc., involving the sale of 49% of our interest in an Irish limited liability company (Ireland SCIP) for net proceeds of \$11.0 billion, substantially all of which increased our capital in excess of par value. Ireland SCIP is a VIE that we consolidate into our consolidated financial statements because we are the primary beneficiary. Generally, distributions will be received from Ireland SCIP based on both parties' proportional ownership. Ireland SCIP has the rights to operate Fab 34 in Leixlip, Ireland, and has the rights to the related factory output. We have the right to purchase 100% of the related factory output from Ireland SCIP. We will retain sole ownership of Fab 34, will be engaged as the Fab 34 operator in exchange for variable payments from Ireland SCIP based on the related factory output, and will be required to maintain certain performance standards in our capacity as operator. Once Fab 34 construction is complete, we will be required to purchase minimum quantities of the related factory output from Ireland SCIP, or we will be subject to pay certain penalties to Ireland SCIP.

As of June 29, 2024 September 28, 2024, substantially all of the assets of Ireland SCIP consisted of other than cash and cash equivalents. The equivalents held by Ireland SCIP, most of the remaining assets and liabilities of Ireland SCIP were eliminated in our consolidated financial statements.

##### Arizona SCIP: SCIP

We consolidate the results of an Arizona limited liability company (Arizona SCIP), a VIE, into our consolidated financial statements because we are the primary beneficiary. Generally, contributions will be made to, and distributions will be received from Arizona SCIP based on both parties' proportional ownership. We will be the sole operator and main beneficiary of two new chip factories that will be constructed by Arizona SCIP, and we will have the right to purchase 100% of the related factory output. Once production commences, we will be required to operate Arizona SCIP at minimum production levels measured in wafer starts per week and will be required to limit excess inventory held on site or we will be subject to certain penalties.

We have an unrecognized commitment to fund our respective share of the total construction costs of Arizona SCIP of \$29.0 billion.

As of June 29, 2024 September 28, 2024, substantially all of the assets of Arizona SCIP consisted of property, plant, and equipment. The remaining assets and liabilities of Arizona SCIP were eliminated in our consolidated financial statements. The assets held by Arizona SCIP, which can be used only to settle obligations of the VIE and are not available to us, were \$6.4 \$9.3 billion as of June 29, 2024 September 28, 2024 (\$4.8 billion as of December 30, 2023).

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In 2022, Mobileye completed its IPO and certain other equity financing transactions. During 2023, we converted 38.5 million of our Mobileye Class B shares into Class A shares, representing 5% of Mobileye's outstanding capital stock, and subsequently sold the Class A shares for \$42 per share as part of a secondary offering, receiving net proceeds of \$1.6 billion and increasing our capital in excess of par value by \$663 million, net of tax. We continue to consolidate the results of Mobileye into our consolidated financial statements. In the third quarter of 2024, the non-cash impairment of goodwill related to our Mobileye reporting unit was attributed to Intel and to non-controlling interest holders based on our proportional ownership (see "Note 10: Goodwill" within Notes to Consolidated Condensed Financial Statements).			

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In 2023, we closed agreements to sell a combined 32% minority stake in our IMS business, a business within our Intel Foundry operating segment — including — including a 20% stake to Bain Capital and a 10% stake to Taiwan Semiconductor Manufacturing Company. Net proceeds resulting from the minority stake sales totaled \$1.4 billion, and our capital in excess of par value increased by \$958 million, net of tax. We continue to consolidate the results of IMS into our consolidated financial statements.			

## Note 4 : Earnings (Loss) Per Share

We computed basic earnings (loss) per share of common stock based on the weighted average number of shares of common stock outstanding during the period. We computed diluted earnings (loss) per share of common stock based on the weighted average number of shares of common stock outstanding plus potentially dilutive shares of common stock outstanding during the period.

(In Millions, Except Per Share Amounts)	Three Months Ended		Six Months Ended		(In Millions, Except Per Share Amounts)		Three Months Ended		Nine Months Ended	
	Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, 2023	Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023
<b>Net income (loss)</b>										
Less: Net income (loss) attributable to non-controlling interests										
Less: net income (loss) attributable to non-controlling interests										
<b>Net income (loss) attributable to Intel</b>										
<b>Weighted average shares of common stock outstanding—basic</b>										
Dilutive effect of employee equity incentive plans										
<b>Weighted average shares of common stock outstanding—diluted</b>										
<b>Weighted average shares of common stock outstanding—diluted</b>										
<b>Weighted average shares of common stock outstanding—diluted</b>										
<b>Earnings (loss) per share attributable to Intel—basic</b>										
<b>Earnings (loss) per share attributable to Intel—diluted</b>										

Potentially dilutive shares of common stock from employee equity incentive plans are determined by applying the treasury stock method to the assumed exercise of outstanding stock options, the assumed vesting of outstanding RSUs, and the assumed issuance of common stock under the stock purchase plan. The potentially dilutive impact from the assumed issuance of common stock associated with the contractual conversion feature is determined by applying the if-converted method to the assumed exercise of the outstanding conversion feature.

Due to our net losses in the three and **six** nine months ended **June 29, 2024** September 28, 2024 and in the **six** nine months ended **July 1, 2023** September 30, 2023, the assumed exercise of outstanding stock options, the assumed vesting of outstanding RSUs, and the assumed issuance of common stock under the stock purchase plan, and the assumed issuance of common stock associated with a contractual conversion feature, as applicable, had an anti-dilutive effect on diluted loss per share for these periods and were excluded from the computation of diluted loss per share. **Securities** During the three months ended September 28, 2024, 160 million anti-dilutive shares were excluded from the computation of diluted earnings per share. In all other periods presented, securities that were would have been anti-dilutive were insignificant in all periods presented. **insignificant**.

## Note 5 : Other Financial Statement Details

### Accounts Receivable

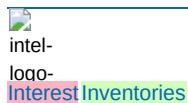
We sell certain of our accounts receivable on a non-recourse basis to third-party financial institutions. We record these transactions as sales of receivables and present cash proceeds as **cash provided by operating activities** in the Consolidated Condensed Statements of Cash Flows. Accounts receivable sold under non-recourse factoring arrangements were **\$1.0 billion** **\$1.5 billion** during the first **six** nine months of 2024 (**\$1.0 billion** in the first six months of 2023) and 2023. After the sale of our accounts receivable, we expect to collect payment from the customers and remit it to the third-party financial institution.

### Inventories

(In Millions)	Jun 29, 2024	Dec 30, 2023
Raw materials	\$ 1,284	\$ 1,166
Work in process	6,294	6,203
Finished goods	3,666	3,758
<b>Total inventories</b>	<b>\$ 11,244</b>	<b>\$ 11,127</b>

### Other Accrued Liabilities

**Other accrued liabilities** include deferred compensation of \$3.0 billion as of June 29, 2024 (\$2.9 billion as of December 30, 2023).



(In Millions)	Financial Statements	Notes to Financial Statements	13	
			Sep 28, 2024	Dec 30, 2023
Raw materials			\$ 1,434	\$ 1,166
Energy			6,971	6,203
Work in process			3,657	3,758
Finished goods				
<b>Total inventories</b>			<b>\$ 12,062</b>	<b>\$ 11,127</b>

#### Property, Plant, and Other, Net

(In Millions)	Three Months Ended		Six Months Ended	
	Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, 2023
Interest income	\$ 320	\$ 313	\$ 643	\$ 647
Interest expense	(294)	(214)	(552)	(407)
Other, net	54	125	134	125
<b>Total interest and other, net</b>	<b>\$ 80</b>	<b>\$ 224</b>	<b>\$ 225</b>	<b>\$ 365</b>

#### Equipment

Interest expense is net. We invest in and deploy manufacturing assets in response to manufacturing capacity requirements based upon short- and long-term demand forecasts and economic returns relative to capital outlays. We regularly monitor, evaluate, and adjust our manufacturing capacity footprint in response to a number of volatile factors that impact our business, including demand for our products and services and the state of interest capitalized in the second semiconductor industry as a whole. In connection with the preparation of our Consolidated Condensed Financial Statements for the third quarter of 2024, we evaluated our current process technology node capacities relative to projected market demand for our products and \$737 million services, concluding that our manufacturing asset portfolio, primarily for our Intel 7 process node, exceeded manufacturing capacity requirements. Upon performing a re-use assessment, we impaired and accelerated depreciation for certain manufacturing assets. In total, we recorded non-cash impairments and accelerated depreciation charges of \$2.1 billion and \$945 million, respectively, in the first six months of 2024 (\$381 million in the second quarter of 2023 and \$744 million in the first six months of 2023).

#### Note 6 . Restructuring and Other Charges

(In Millions)	Three Months Ended		Six Months Ended	
	Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, 2023
Employee severance and benefit arrangements	\$ 165	\$ 171	\$ 294	\$ 132
Litigation charges and other	778	20	778	97
Asset impairment charges	—	9	219	35
<b>Total restructuring and other charges</b>	<b>\$ 943</b>	<b>\$ 200</b>	<b>\$ 1,291</b>	<b>\$ 264</b>

Employee severance and benefit arrangements includes charges of \$165 million in the three months ended June 29, 2024 and \$294 million in the six months ended June 29, 2024 relating to actions taken to streamline operations and to reduce costs. We expect these actions to be substantially completed by the fourth quarter of 2024, but this is subject to change. Any changes to the estimates or timing will be reflected in our results of operations.

Litigation charges and other includes a charge of \$780 million in the second third quarter of 2024, arising out substantially all of which were recognized in cost of sales within our Intel Foundry operating segment.

We also incurred certain other non-cash asset impairment charges of \$442 million as a direct result of the R2 litigation. Refer to 2024 Restructuring Plan (see "Note 13: Contingencies" 6: Restructuring and Other Charges" within Notes to Consolidated Condensed Financial Statements for further information on legal proceedings. Statements). These charges were included as a component of "corporate unallocated expenses" within the

Asset impairment charges restructuring and other includes a goodwill impairment loss of \$222 million category presented in the first quarter of 2024 related to our Intel Foundry reporting unit. Refer to "Note 2: Operating Segments" within Notes to Consolidated Condensed Financial Statements Statements.

Coinciding with the analysis described above and due to the reduction in our market capitalization relative to the net book value of our assets, we tested our asset groupings for further information on impairment. As a result of that testing, which evaluated whether the carrying value of our business reorganization asset group is recoverable through the related undiscounted cash flows, we concluded that the remaining carrying value of property, plant, and goodwill impairment equipment is recoverable as of September 28, 2024.

#### Other Accrued Liabilities

Other accrued liabilities include deferred compensation of \$3.2 billion as of September 28, 2024 (\$2.9 billion as of December 30, 2023).

## Interest and Other, Net

(In Millions)	Three Months Ended		Six Months Ended	
	Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, 2023
Income (loss) before taxes	\$ (2,004)	\$ (816)	\$ (2,723)	\$ (1,974)
Provision for (benefit from) taxes	\$ (350)	\$ (2,289)	\$ (632)	\$ (679)
Effective tax rate	17.5 %	280.5 %	23.2 %	34.4 %

(In Millions)	Three Months Ended		Nine Months Ended	
	Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023
Interest income	\$ 340	\$ 332	\$ 983	\$ 979
Interest expense	(248)	(204)	(800)	(611)
Other, net	38	19	172	144
<b>Total interest and other, net</b>	<b>\$ 130</b>	<b>\$ 147</b>	<b>\$ 355</b>	<b>\$ 512</b>

In Interest expense is net of \$392 million of interest capitalized in the second quarter of 2024 and YTD \$1.1 billion in the first nine months of 2024 our benefit from income taxes was determined using (\$395 million in the actual effective tax rate, adjusted for discrete items. We also utilized the actual effective tax rate method for the YTD 2023 period, and had a catch up adjustment to benefit from taxes during the second quarter of 2023 to conform to this methodology. We use and \$1.1 billion in the actual effective tax rate for the year-to-date period, adjusted for discrete items, if any, under certain circumstances where we are unable to make a reliable estimate first nine months of the annual effective tax rate. We used this approach in all periods presented due to the variability of the rate as a result of fluctuations in forecasted income and the effects of being taxed in multiple tax jurisdictions. 2023).

intel- logo- ub- RGB_PL- Energy PL- Note 6 (002)_upd.jpg	Financial Statements	Notes to Financial Statements	14
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(In Millions)	Three Months Ended		Nine Months Ended	
	Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023
Employee severance and benefit arrangements	\$ 2,193	\$ 59	\$ 2,487	\$ 191
Litigation charges and other	36	757	814	854
Asset impairment charges	3,393	—	3,612	35
<b>Total restructuring and other charges</b>	<b>\$ 5,622</b>	<b>\$ 816</b>	<b>\$ 6,913</b>	<b>\$ 1,080</b>

In the third quarter of 2024, the 2024 Restructuring Plan was announced, subsequently approved and committed to by our management team, and initiated to implement cost-reduction measures, including reductions in employee headcount, other operating and non-operating expenditures, and capital expenditures. Restructuring charges are primarily comprised of employee severance and benefit arrangements, non-cash charges related to asset impairments associated with exit activities, as well as charges relating to real estate exits and consolidations. These charges were included as "corporate unallocated expenses" within the restructuring and other category presented in "Note 2: Operating Segments" within Notes to Consolidated Condensed Financial Statements. We expect to recognize total charges of approximately \$3.0 billion under the 2024 Restructuring Plan, the substantial majority of which will be cash settled in future periods. The cumulative cost of the 2024 Restructuring Plan as of September 28, 2024 was \$2.8 billion. Any changes to our estimates or timing will be reflected in our results of operations in future periods. We expect actions pursuant to the 2024 Restructuring Plan to be substantially complete by the fourth quarter of 2025, which is subject to change.

Employee severance and benefit arrangements includes charges of \$2.2 billion in the third quarter of 2024 relating to the 2024 Restructuring Plan. Charges relating to other actions taken to streamline operations and to reduce costs were \$294 million in the nine months ended September 28, 2024, which we expect will be substantially complete by the fourth quarter of 2024. We expect employee severance and benefit-related actions resulting from our 2024 Restructuring Plan to be substantially complete by the fourth quarter of 2025, which is subject to change. Charges accrued as of September 28, 2024 were recorded as current liabilities within accrued compensation and benefits on the Consolidated Condensed Balance Sheets. Charges in the three and nine months ended September 30, 2023 primarily related to the 2022 Restructuring Program, which was completed in the first quarter of 2024.

Litigation charges and other includes a charge of \$780 million in the second quarter of 2024 arising out of the R2 litigation. In the third quarter of 2023, we recorded a \$401 million charge for an EC-imposed fine. Refer to "Note 14: Contingencies" within Notes to Consolidated Condensed Financial Statements for information about these items. Also, in the third quarter of 2023, we incurred and paid a termination fee of \$353 million in connection with our inability to timely obtain required regulatory approvals needed to acquire Tower Semiconductor, Ltd. (Tower).

Asset impairment charges in the third quarter of 2024 primarily includes cash and non-cash charges associated with the 2024 Restructuring Plan, including \$442 million of non-cash impairments of construction in progress assets associated with our decision to exit and outsource manufacturing capabilities for certain internal test hardware; and \$86 million of non-cash impairments of operating leased assets and related leasehold improvements resulting from real estate consolidations and exits. Real estate consolidations and exits did not materially change our operating lease liabilities and may result in future cash outlays for facility restoration or the relocation of operations. These impairments were recorded within *property, plant, and equipment, net of accumulated depreciation*, except for the impairment of operating leased assets of \$72 million which were recorded within *other long-term assets* on the Consolidated Condensed Balance Sheets as of September 28, 2024.

In addition, we recorded non-cash goodwill impairment charges of \$2.8 billion and \$3.0 billion in the three and nine months ended September 28, 2024, respectively (see "Note 10: Goodwill" within Notes to Consolidated Condensed Financial Statements). Further, in the third quarter of 2024, as a result of a decline in the actual and projected undiscounted cash flows for certain acquired intangible assets, we concluded the assets were not recoverable and recognized a non-cash impairment charge of \$108 million. Goodwill and intangible asset impairment charges were included as "corporate unallocated expenses" within the *restructuring and other* category presented in "Note 2: Operating Segments" within Notes to Consolidated Condensed Financial Statements.

intel- logo- ub- RGB_PL- Energy PL- Note 7 : Income Taxes (002)_upd.jpg	Financial Statements	Notes to Financial Statements	15	
(\$ In Millions)	Three Months Ended		Nine Months Ended	
	Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023
Income (loss) before taxes	\$ (9,086)	\$ (52)	\$ (11,809)	\$ (2,026)
Provision for (benefit from) taxes	\$ 7,903	\$ (362)	\$ 7,271	\$ (1,041)
Effective tax rate	(87.0)%	696.2 %	(61.6)%	51.4 %

In the three and nine months ended September 28, 2024, we established a valuation allowance of \$9.9 billion as a discrete non-cash tax expense against our US deferred tax assets. We assess the recoverability of our deferred tax assets quarterly, weighing available positive and negative evidence. As a result of our assessment in the third quarter of 2024, we determined it is more likely than not that the deferred tax assets will not be recoverable based upon our three-year cumulative historical loss position as of September 28, 2024, largely resulting from the asset impairment and restructuring and other charges incurred during the current quarter. Deferred tax liabilities of \$1.7 billion and \$186 million were included within *other long-term liabilities* on the Consolidated Condensed Balance Sheets as of September 28, 2024 and December 30, 2023, respectively, and deferred tax assets of \$634 million and \$5.5 billion were included within *other long-term assets* on the Consolidated Condensed Balance Sheets as of September 28, 2024 and December 30, 2023, respectively.

In the three and nine months ended September 28, 2024 and September 30, 2023, our provisions for, or benefit from, income taxes were determined using an actual annual effective tax rate, adjusted for discrete items, if any, as we were unable to make a reliable estimate of our annual effective tax rate as a result of fluctuations in forecasted annual income and the effects of being taxed in multiple tax jurisdictions.

intel- logo- ub- RGB_PL- Energy PL- Note 8 : Investments (002)_upd.jpg Short-term Investments	Financial Statements	Notes to Financial Statements	16
<p>Short-term investments include marketable debt investments in corporate debt, government debt, and financial institution instruments, and are recorded within <i>cash and cash equivalents</i> and <i>short-term investments</i> on the Consolidated Condensed Balance Sheets. Government debt includes instruments such as non-US government bills and bonds and US agency securities. Financial institution instruments include instruments issued or managed by financial institutions in various forms, such as commercial paper, fixed- and floating-rate bonds, money market fund deposits, and time deposits. As of <u>June 29, 2024</u> September 28, 2024 and December 30, 2023, substantially all time deposits were issued by institutions outside the US.</p> <p>For certain of our marketable debt investments, we economically hedge market risks at inception with a related derivative instrument or the marketable debt investment itself is used to economically hedge currency exchange rate risk from remeasurement. These hedged investments are reported at fair value with gains or losses from the investments and the related derivative instruments recorded in <i>interest and other, net</i>. The fair value of our hedged investments was <u>\$17.6</u> <u>\$14.9</u> billion as of <u>June 29, 2024</u> <u>September 28, 2024</u> (\$17.1 billion as of December 30, 2023). For hedged investments still held at the reporting date, we recorded net losses gains of <u>\$139</u> <u>\$406</u> million in the second quarter of 2024 and net losses of \$366 million in the first six months of 2024 (\$183 million of net losses in the second quarter of 2023 and \$91 million of net losses in the first six months of 2023). We recorded net gains on the related derivatives of \$132 million in the second third quarter of 2024 and net gains of <u>\$390 million</u> <u>\$195</u> million in the first six nine months of 2024 (\$237 <u>329</u> million of net gains losses in the second third quarter of 2023 and \$336 million of net gains of \$124 million losses in the first six nine months of 2023).</p> <p>Our remaining unhedged marketable debt investments are reported at fair value, with unrealized gains or losses, net of tax, recorded in <i>accumulated other comprehensive income (loss)</i> and realized gains or losses recorded in <i>interest and other, net</i>. The adjusted cost of our unhedged investments was <u>\$7.7</u> <u>\$5.2</u> billion as of <u>June 29, 2024</u> <u>September 28, 2024</u> (\$4.7 billion as of December 30, 2023).</p>			

which approximated the fair value for these periods.

The fair value of marketable debt investments, by contractual maturity, as of **June 29, 2024** **September 28, 2024**, was as follows:

(In Millions)	Fair Value
Due in 1 year or less	\$ <b>11,498</b> 7,508
Due in 1–2 years	<b>1,987</b> 2,322
Due in 2–5 years	<b>6,141</b> 6,537
Due after 5 years	<b>241</b> 215
Instruments not due at a single maturity date <sup>1</sup>	<b>5,396</b> 3,544
<b>Total</b>	<b>\$ 25,263</b> 20,126

<sup>1</sup> Instruments not due at a single maturity date is comprised of money market fund deposits, which are classified as either short-term investments or cash and cash equivalents.

## Equity Investments

(In Millions)	(In Millions)	Jun 29, 2024	Dec 30, 2023	(In Millions)	Sep 28, 2024	Dec 30, 2023
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Marketable equity securities:

Non-marketable equity securities

Equity method investments

**Total**

<sup>1</sup> **Substantially all** **Most** of our marketable equity securities are subject to trading-volume or market-based restrictions, which limit the number of shares we may sell in a specified period of time, impacting our ability to liquidate these investments. Certain of the trading volume restrictions generally apply for as long as we own more than 1% of the outstanding shares. Market-based restrictions result from the rules of the respective exchange.

The components of gains (losses) on equity investments, net for each period were as follows:

(In Millions)	(In Millions)	Three Months Ended	Six Months Ended	Jul 1, 2023 (In Millions)	Three Months Ended	Nine Months Ended	Sep 30, 2023
		Jun 29, 2024	Jul 1, 2023		Sep 28, 2024	Sep 30, 2023	

Ongoing mark-to-market adjustments on marketable equity securities

Observable price adjustments on non-marketable equity securities

Impairment charges

Sale of equity investments and other<sup>1</sup>

### Total gains (losses) on equity investments, net

<sup>1</sup> Sale of equity investments and other includes initial fair value adjustments recorded upon a security becoming marketable, realized gains (losses) on sales of non-marketable equity investments and equity method investments, and our share of equity method investee gains (losses) and distributions.

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### NAND Memory Business

We sold our NAND memory technology and manufacturing business (the NAND OpCo Business) to SK hynix Inc. (SK hynix) which we deconsolidated upon closing the first phase of the transaction on December 29, 2021. We have a receivable within **other current assets** for the transaction's remaining proceeds of \$2.0 billion, which remains outstanding as of **June 29, 2024** **September 28, 2024** and will be received upon the second closing of the transaction, expected to be in March 2025.

In connection with the transaction, we have a wafer manufacturing and sale agreement that includes incentives and penalties that are contingent on the cost of operation and output of the NAND OpCo Business. These incentives and penalties present a maximum exposure of up to \$500 million annually, and \$1.5 billion in the aggregate. We are currently in negotiations with SK hynix to update the operating plan of the NAND OpCo Business, which may impact the metrics associated with the incentives and penalties and our expectations of the performance of the NAND OpCo Business against those metrics.

We were reimbursed for costs that we incurred on behalf of the NAND OpCo Business for corporate function services, which include human resources, information technology, finance, supply chain, and other compliance requirements. We recorded a receivable related to these reimbursable costs due from the NAND OpCo Business, a deconsolidated entity, of **\$144 million** **\$92 million** within **other current assets** as of **June 29, 2024** **September 28, 2024** (\$145 million recorded as of December 30, 2023).

Our quarterly qualitative impairment assessment for the third quarter of 2024 indicated that a more detailed quantitative analysis was necessary for certain of our reporting units, primarily due to the decline in our market capitalization below the carrying value of our net assets, as well as the decline in our Mobileye reporting unit's market capitalization below the carrying value of Mobileye's net assets. Our quantitative assessment was performed by measuring each reporting unit's fair value using either the income approach, the market approach, or a combination of both. When using the income approach, we tested the reasonableness of the inputs and outcomes of our discounted cash flow analysis against available market data. As a result of our impairment tests, we recognized a non-cash goodwill impairment charge of \$2.8 billion in the third quarter of 2024 within restructuring and other, most of which related to our Mobileye reporting unit, as the estimated fair value of the reporting unit was lower than the assigned carrying value. The process of valuing each reporting unit is inherently subjective as valuation models require the application of significant estimates and the use of unobservable inputs, including market segment share, projected financial information, and discount rates. No impairment was required for our other reporting units, even when considering a hypothetical increase in the discount rate of 1%, which would cause a material decrease in the estimated fair value of the respective non-impaired reporting units. Finally, to corroborate our estimated fair value, we performed a market capitalization reconciliation as of September 28, 2024, concluding that the implied control premium was reasonable.

In the first quarter of 2024, as a result of modifying our segment reporting, we reallocated goodwill among our affected reporting units on a relative fair value basis. We performed a quantitative goodwill impairment assessment for each of our reporting units immediately before and after our business reorganization. We concluded based on our pre-reorganization impairment test that goodwill was not impaired. As a result of our post-reorganization impairment test, we recognized a non-cash goodwill impairment loss of \$222 million in the first quarter of 2024 related to our Intel Foundry reporting unit as the estimated fair value of the new reporting unit was lower than the assigned carrying value, which now includes substantially all of our allocated property, plant, and equipment. The Intel Foundry reporting unit has no remaining goodwill. At the conclusion of our impairment assessment performed during the first quarter of 2024, the fair value substantially exceeded the carrying value for all remaining reporting units.

## Note 11 : Borrowings

In the second quarter of 2024, we remarketed \$438 million aggregate principal amount of bonds issued by the Industrial Development Authority of the City of Chandler, Arizona. In accordance with loan agreements we entered into with the Industrial Development Authority of the City of Chandler, Arizona, the bonds are unsecured general obligations. The bonds mature in 2049 and have a 4.00% coupon. The bonds are subject to optional tender starting in February 2029 and mandatory tender in June 2029, at which time we may remarket the bonds for a new term period.

In the first quarter of 2024, we issued a total of \$2.6 billion aggregate principal amount of senior notes comprised of \$500 million in 5.00% senior notes due 2031, \$900 million in 5.15% senior notes due 2034 and \$1.2 billion in 5.60% senior notes due 2054. All of our senior fixed rate notes pay interest semiannually. We may redeem the fixed rate notes prior to their maturity at our option at specified redemption prices and subject to certain restrictions. The obligations under our senior fixed rate notes rank equally in the right of payment with all of our other existing and future senior unsecured indebtedness and effectively rank junior to all liabilities of our subsidiaries.

In the first quarter of 2024, we expanded both our 5-year \$5.0 billion revolving credit facility agreement and our 364-day \$5.0 billion credit facility agreement, to \$7.0 billion and \$8.0 billion, respectively, and the maturity dates were extended by one year to February 2029 and January 2025, respectively. These credit facilities are unsecured general obligations. The revolving credit facilities had no borrowings outstanding as of [June 29, 2024](#).

We have an ongoing authorization from our Board of Directors to borrow up to \$10.0 billion under our commercial paper program. In the [September 28, 2024](#) and [second December 30, 2023](#) quarter of 2024, we settled in cash \$2.6 billion of our commercial paper and had \$3.2 billion of 5.48% - 5.55% commercial paper outstanding as of [June 29, 2024](#), which mature in July 2024 (no commercial paper outstanding as of December 30, 2023). Borrowings under the commercial paper program are unsecured general obligations.

 intel- logo- ub- RGB_PL- Financial Statements Energy, Pl. We have an ongoing authorization from our Board of Directors to borrow up to \$10.0 billion under our commercial paper program. In the first nine months of 2024, we borrowed \$7.3 billion and settled in cash \$7.3 billion of our commercial paper and had no commercial paper outstanding as of September 28, 2024 and December 30, 2023. Borrowings under the commercial paper program are unsecured general obligations.	Notes to Financial Statements	<a href="#">16</a> <a href="#">18</a>
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## Note 1112 : Fair Value

### Assets and Liabilities Measured and Recorded at Fair Value on a Recurring Basis

 intel- logo- ub- RGB_PL- Financial Statements Energy, Pl. We have an ongoing authorization from our Board of Directors to borrow up to \$10.0 billion under our commercial paper program. In the first nine months of 2024, we borrowed \$7.3 billion and settled in cash \$7.3 billion of our commercial paper and had no commercial paper outstanding as of September 28, 2024 and December 30, 2023. Borrowings under the commercial paper program are unsecured general obligations.  (in Millions)	Jun 29, 2024
	Jun 29, 2024
	Jun 29, 2024
	Sep 28, 2024
	Sep 28, 2024
	Sep 28, 2024
Fair Value Measured and Recorded at Reporting Date Using	
Fair Value Measured and Recorded at Reporting Date Using	
Fair Value Measured and Recorded at Reporting Date Using	

(In Millions)
(In Millions)
<b>Assets</b>
<b>Assets</b>
<b>Assets</b>
Cash equivalents:
Cash equivalents:
Cash equivalents:
Corporate debt
Corporate debt
Corporate debt
Financial institution instruments <sup>1</sup>
Financial institution instruments <sup>1</sup>
Financial institution instruments <sup>1</sup>
Government debt <sup>2</sup>
Government debt <sup>2</sup>
Government debt <sup>2</sup>
Reverse repurchase agreements
Reverse repurchase agreements
Reverse repurchase agreements
Short-term investments:
Short-term investments:
Short-term investments:
Corporate debt
Corporate debt
Corporate debt
Financial institution instruments <sup>1</sup>
Financial institution instruments <sup>1</sup>
Financial institution instruments <sup>1</sup>
Government debt <sup>2</sup>
Government debt <sup>2</sup>
Government debt <sup>2</sup>
Other current assets:
Other current assets:
Other current assets:
Derivative assets
Derivative assets
Derivative assets
Marketable equity securities
Marketable equity securities
Marketable equity securities
Other long-term assets:
Other long-term assets:
Other long-term assets:
Derivative assets
Derivative assets
Derivative assets
<b>Total assets measured and recorded at fair value</b>
<b>Total assets measured and recorded at fair value</b>
<b>Total assets measured and recorded at fair value</b>
<b>Liabilities</b>
<b>Liabilities</b>

## Liabilities

Other accrued liabilities:

Other accrued liabilities:

Other accrued liabilities:

Derivative liabilities

Derivative liabilities

Derivative liabilities

Other long-term liabilities:

Other long-term liabilities:

Other long-term liabilities:

Derivative liabilities

Derivative liabilities

Derivative liabilities

**Total liabilities measured and recorded at fair value**

**Total liabilities measured and recorded at fair value**

**Total liabilities measured and recorded at fair value**

1 Level 1 investments consist of money market funds. Level 2 investments consist primarily of certificates of deposit, time deposits, commercial paper, notes, and bonds issued by financial institutions.

2 Level 1 investments consist of US Treasury securities. Level 2 investments consist primarily of non-US government debt.

## Assets Measured and Recorded at Fair Value on a Non-Recurring Basis

Our non-marketable equity securities, equity method investments, and certain non-financial assets—such as intangible assets, goodwill, and property, plant, and equipment—are recorded at fair value only if an impairment or observable price adjustment is recognized in the current period. If an observable price adjustment or impairment is recognized on our non-marketable equity securities during the period, we classify these assets as Level 3. Similarly, impairments recognized on our goodwill, intangible assets, and property, plant, and equipment are categorized as Level 3 within the fair value hierarchy as we utilize unobservable inputs such as prospective financial information, market segment growth rates, and discount rates in the fair value measurement process.

## Financial Instruments Not Recorded at Fair Value on a Recurring Basis

Financial instruments not recorded at fair value on a recurring basis include non-marketable equity securities and equity method investments that have not been remeasured or impaired in the current period, grants receivable, certain other receivables, and issued debt. We classify the fair value of grants receivable as Level 2. The estimated fair value of these financial instruments approximates their carrying value. The aggregate carrying value of grants receivable as of **June 29, 2024** **September 28, 2024** was **\$546 million** **\$1.1 billion** (the aggregate carrying value as of December 30, 2023 was \$559 million).

We classify the fair value of issued debt (excluding any commercial paper) as Level 2. The fair value of our issued debt was \$45.9 billion as of June 29, 2024 (\$47.6 billion as of December 30, 2023).

 intel- logo- ub- RGB_PL-	Financial Statements	Notes to Financial Statements	17 19
<small>We classify the fair value of issued debt (excluding any commercial paper) as Level 2. The fair value of our issued debt was \$46.0 billion as of September 28, 2024 (\$47.6 billion as of December 30, 2023).gy (002)_upd.jpg</small>			
<b>Note 12 13 : Derivative Financial Instruments</b>			

## Volume of Derivative Activity

Total gross notional amounts for outstanding derivatives (recorded at fair value) at the end of each period were as follows:

(In Millions)

(In Millions)

(In Millions)

Foreign currency contracts

Foreign currency contracts

Foreign currency contracts

Interest rate contracts

Interest rate contracts

Interest rate contracts

Other

Other

Other

**Total**

**Total**

**Total**

The total notional amount of outstanding pay-variable, receive-fixed interest rate swaps was \$12.0 billion as of **June 29, 2024** **September 28, 2024** and December 30, 2023.

#### Fair Value of Derivative Instruments in the Consolidated Condensed Balance Sheets

(In Millions)	(In Millions)	Jun 29, 2024		Dec 30, 2023		Sep 28, 2024		Dec 30, 2023	
		Assets <sub>1</sub>	Liabilities <sub>2</sub>	Assets <sub>1</sub>	Liabilities <sub>2</sub>	(In Millions)	Assets <sub>1</sub>	Liabilities <sub>2</sub>	Assets <sub>1</sub>

Derivatives designated as hedging instruments:

Foreign currency contracts<sup>3</sup>

Foreign currency contracts<sup>3</sup>

Foreign currency contracts<sup>3</sup>

Interest rate contracts

#### Total derivatives designated as hedging instruments

Derivatives not designated as hedging instruments:

Foreign currency contracts<sup>3</sup>

Foreign currency contracts<sup>3</sup>

Foreign currency contracts<sup>3</sup>

Interest rate contracts

Equity contracts

#### Total derivatives not designated as hedging instruments

#### Total derivatives

<sup>1</sup> Derivative assets are recorded as other assets, current and long-term.

<sup>2</sup> Derivative liabilities are recorded as other liabilities, current and long-term.

<sup>3</sup> A substantial majority of these instruments mature within 12 months.

intel- logo- ub- RGB_PL- Energy_Pl- Amounts Offset in the Consolidated Condensed Balance Sheets (002)_1001.jpg	Financial Statements Notes to Financial Statements	18 20
		Jun 29, 2024
		Jun 29, 2024
		Jun 29, 2024
		Sep 28, 2024
		Sep 28, 2024
		Sep 28, 2024
		Gross Amounts Not Offset in the Balance Sheet
		Gross Amounts Not Offset in the Balance Sheet
		Gross Amounts Not Offset in the Balance Sheet

(In Millions)

(In Millions)

(In Millions)

Assets:

Assets:

Assets:

Derivative assets subject to master netting arrangements

Derivative assets subject to master netting arrangements

Derivative assets subject to master netting arrangements

Reverse repurchase agreements

Reverse repurchase agreements

Reverse repurchase agreements

**Total assets**

**Total assets**

**Total assets**

Liabilities:

Liabilities:

Liabilities:

Derivative liabilities subject to master netting arrangements

Derivative liabilities subject to master netting arrangements

Derivative liabilities subject to master netting arrangements

**Total liabilities**

**Total liabilities**

**Total liabilities**

Dec 30, 2023

(In Millions)	Gross Amounts Not Offset in the Balance Sheet						Cash and Non-Cash Collateral	
	Gross Amounts		Net Amounts		Financial Instruments	Received or Pledged		
	Recognized	Offset in the Balance Sheet	Presented in the Balance Sheet					
<b>Assets:</b>								
Derivative assets subject to master netting arrangements	\$ 1,047	\$ —	\$ 1,047	\$ (617)	\$ (430)	\$ —	—	
Reverse repurchase agreements	2,554	—	2,554	—	(2,554)	—	—	
<b>Total assets</b>	<b>\$ 3,601</b>	<b>\$ —</b>	<b>\$ 3,601</b>	<b>\$ (617)</b>	<b>\$ (2,984)</b>	<b>\$ —</b>	<b>—</b>	
<b>Liabilities:</b>								
Derivative liabilities subject to master netting arrangements	\$ 1,111	\$ —	\$ 1,111	\$ (617)	\$ (399)	\$ 95	95	
<b>Total liabilities</b>	<b>\$ 1,111</b>	<b>\$ —</b>	<b>\$ 1,111</b>	<b>\$ (617)</b>	<b>\$ (399)</b>	<b>\$ 95</b>	<b>95</b>	

We obtain and secure available collateral from counterparties against obligations, including securities lending transactions and reverse repurchase agreements, when we deem it appropriate.

### Derivatives in Cash Flow Hedging Relationships

The before-tax net gains or losses attributed to cash flow hedges recognized in *other comprehensive income (loss)* were \$227 million \$609 million net losses gains in the second third quarter of 2024 and \$658 million \$49 million net losses in the first six nine months of 2024 (\$245 454 million net losses in the second third quarter of 2023 and \$191 million \$646 million net losses in the first six nine months of 2023). Substantially all of our cash flow hedges were foreign currency contracts for all periods presented.

During the first six nine months of 2024 and 2023, the amounts excluded from effectiveness testing were insignificant.

intel- Logo- ub- RGB_PL- Energy_Pl- <b>Derivatives in Fair Value Hedging Relationships</b> Energy <small>(002) updating</small>	Financial Statements	Notes to Financial Statements	19.21
<b>Gains (Losses) on Derivatives Recognized in Consolidated Condensed Statements of Income</b>			
<b>Three Months Ended</b>			
<b>Jun 29, 2024</b>			
<b>Three Months Ended</b>			
<b>Jul 1, 2023</b>			
<b>Six Months Ended</b>			
<b>Jun 29, 2024</b>			
<b>Three Months Ended</b>			
<b>Sep 28, 2024</b>			
<b>Three Months Ended</b>			
<b>Sep 30, 2023</b>			
<b>Nine Months Ended</b>			
<b>Sep 30, 2023</b>			
<b>(In Millions)</b>			
<b>(In Millions)</b>			
Interest rate contracts			
Hedged items			

**Total**

The amounts recorded on the Consolidated Condensed Balance Sheets related to cumulative basis adjustments for fair value hedges for each period were as follows:

Line Item in the Consolidated Condensed Balance Sheets in Which the Hedged Item is Included

Line Item in the Consolidated Condensed Balance Sheets in Which the Hedged Item is Included

Line Item in the Consolidated Condensed Balance Sheets in Which the Hedged Item is Included

(In Millions)

(In Millions)

(In Millions)

Long-term debt

Long-term debt

Long-term debt

### Derivatives Not Designated as Hedging Instruments

The effects of derivative instruments not designated as hedging instruments on the Consolidated Condensed Statements of Income for each period were as follows:

(In Millions)	Location of Gains (Losses) Recognized in Income on Derivatives	Three Months Ended		Six Months Ended		(In Millions)	Location of Gains (Losses) Recognized in Income on Derivatives	Three Months Ended		Nine Months Ended	
		Jun 29, 2024	Jul 1, 2023	Jun 29, 2024	Jul 1, 2023			Sep 28, 2024	Sep 30, 2023	Sep 28, 2024	Sep 30, 2023
Foreign currency contracts											
Interest rate contracts											
Other											
<b>Total</b>											

### Note 1314 : Contingencies

#### Legal Proceedings

We are regularly party to various ongoing claims, litigation, and other proceedings, including those noted in this section. We have accrued a charge of \$1.0 billion related to litigation involving VLSI (see VLSI Technology LLC v. Intel below), a charge of \$780 million related to three separate confidential agreements with R2, Third Point, and TRGP we anticipate entering into (see R2 Semiconductor Patent Litigation below), and a charge of \$401 million related to an EC-imposed fine (see European Commission Competition Matter below). Excluding the VLSI claims, and the R2 matter, management at present believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, results of operations, cash flows, or overall trends; however, legal proceedings and related government investigations are subject to inherent uncertainties, and unfavorable rulings, excessive verdicts, or other events could occur. Unfavorable resolutions could include substantial monetary damages, fines, or penalties. Certain of these outstanding matters include speculative, substantial, or indeterminate monetary awards. In addition, in matters for which injunctive relief or other conduct remedies are sought, unfavorable resolutions could include an injunction or other order prohibiting us from selling one or more products at all or in particular ways, precluding particular business practices, or requiring other remedies. An unfavorable outcome may result in a material adverse impact on our business, results of operations, financial position, and overall trends. We might also conclude that settling one or more such matters is in the best interests of our stockholders, employees, and customers, and any such settlement could include substantial payments. Unless specifically described below, we have not concluded that settlement of any of the legal proceedings noted in this section is appropriate at this time.

In addition, in the second quarter of 2024, we accrued a charge of \$780 million related to three separate confidential settlement agreements with R2, Third Point, and TRGP that we entered into in the third quarter of 2024 (see R2 Semiconductor Patent Litigation below).

 intel- logo- ub- RGB_PL- Financial Statements Energy PL- European Commission Competition Matter Energy	Notes to Financial Statements	2022
In 2009 the EC found that we had used unfair business practices to persuade customers to buy microprocessors in violation of Article 82 of the EC Treaty (later renumbered Article 102) and Article 54 of the European Economic Area Agreement. In general, the EC found that we violated Article 82 by offering alleged "conditional rebates and payments" that required customers to purchase all or most of their x86 microprocessors from us and by making alleged "payments to prevent sales of specific rival products." The EC ordered us to end the alleged infringement referred to in its decision and imposed a €1.1 billion fine, which we paid in the third quarter of 2009.		

We appealed the EC decision to the European Court of Justice in 2014, after the General Court (then called the Court of First Instance) rejected our appeal of the EC decision in its entirety. In September 2017, the Court of Justice sent the case back to the General Court to examine whether the rebates at issue were capable of restricting competition. In January 2022, the General Court annulled the EC's 2009 findings against us regarding rebates, as well as the €1.1 billion fine imposed on Intel, which was returned to us in February 2022. The General Court's January 2022 decision did not annul the EC's 2009 finding that we made payments to prevent sales of specific rival products.

In April 2022 the EC appealed the General Court's decision findings regarding rebates to the Court of Justice. In October 2024 the Court of Justice which has indicated it will deliver its dismissed the EC's appeal, upholding the judgment in October 2024, of the General Court.

In addition, in September 2023 the EC imposed a €376 million (\$401 million) fine against us based on its 2009 finding that we made payments to prevent sales of specific rival products. We have appealed the EC's decision. We have accrued a charge for the fine and are unable to make a reasonable estimate of the potential loss or range of losses in excess of this amount given the procedural posture and the nature of these proceedings.

In a related matter, in April 2022 we filed applications with the General Court seeking an order requiring the EC to pay us approximately €593 million in default interest on the original €1.1 billion fine that was held by the EC for 12 years, which applications have been stayed pending the EC's appeal of the General Court's January 2022 decision.

#### Litigation Related to Security Vulnerabilities

In June 2017, a Google research team notified Intel and other companies that it had identified security vulnerabilities, the first variants of which are now commonly referred to as "Spectre" and "Meltdown," that affect many types of microprocessors, including our products. As is standard when findings like these are presented, we worked together with other companies in the industry to verify the research and develop and validate software and firmware updates for impacted technologies. In January 2018, information on the security vulnerabilities was publicly reported, before software and firmware updates to address the vulnerabilities were made widely available.

As of July 31, 2024, consumer class action lawsuits against us were pending in the US and Canada. The plaintiffs, who purport to represent various classes of purchasers of our products, generally claim to have been harmed by our actions and/or omissions in connection with Spectre, Meltdown, and other variants of this class of security vulnerabilities that have been identified since 2018, and assert a variety of common law and statutory claims seeking monetary damages and equitable relief. In the US, class action suits filed in various jurisdictions between 2018 and 2021 were consolidated for all pretrial proceedings in the US District Court for the District of Oregon, which entered final judgment in favor of Intel in July 2022 based on plaintiffs' failure to plead a viable claim. The Ninth Circuit Court of Appeals affirmed the district court's judgment in November 2023, ending the litigation. In November 2023, new plaintiffs filed a consumer class action complaint in the US District Court for the Northern District of California with respect to a further vulnerability variant disclosed in August 2023 and commonly referred to as "Downfall." We In August 2024, the district court dismissed plaintiffs' complaint for failure to plead a viable claim. Plaintiffs filed an amended complaint in September 2024, which we moved to dismiss that complaint in January October 2024. In Canada, an initial status conference has not yet been scheduled in one case relating to Spectre and Meltdown pending in the Superior Court of Justice of Ontario, and a stay of a second case pending in the Superior Court of Justice of Quebec is in effect. Additional lawsuits and claims may be asserted seeking monetary damages or other related relief. Given the procedural posture and the nature of these cases, including that the pending proceedings are in the early stages, that alleged damages have not been specified, that uncertainty exists as to the likelihood of a class or classes being certified or the ultimate size of any class or classes if certified, and that there are significant factual and legal issues to be resolved, we are unable to make a reasonable estimate of the potential loss or range of losses, if any, that might arise from these matters.

#### Litigation Related to 7nm Product Delay Announcement Segment Reporting and Internal Foundry Model

Multiple securities class action lawsuits were filed in the US District Court for the Northern District of California in May 2024 against us and certain officers following the modification of our July 2020 announcement segment reporting in the first quarter of 7nm product delays, 2024 to align to our new internal foundry operating model. The court consolidated the lawsuits and appointed lead plaintiffs in October 2020, and in January 2021 plaintiffs filed a consolidated complaint. Plaintiffs purported to represent plaintiff seeks monetary damages on behalf of all persons who and entities that purchased or otherwise acquired our common stock from October 25, 2019 January 25, 2024 through October 23, 2020 April 25, 2024, and they generally alleged alleges that defendants violated the federal securities laws by making false or misleading statements about the timeline growth and prospects of the Foundry business. In August 2024, the court ordered the case consolidated with a second, similar lawsuit in which the plaintiff seeks monetary damages on behalf of all purchasers of our common stock from January 25, 2024 through August 1, 2024. In September 2024, the court appointed co-lead counsel for 7nm products. The district court granted the defendants' motion to dismiss the consolidated lawsuit and ordered them to file an amended consolidated complaint by the end of October 2024. Given the procedural posture and entered judgment the nature of the case, including that it is in April 2023. The Ninth Circuit affirmed the district court's judgment in April 2024, early stages, that alleged damages have not been specified, that uncertainty exists as to the likelihood of a class being certified or the ultimate size of any class if certified, and plaintiffs did not appeal that there are significant factual and legal issues to be resolved, we are unable to make a reasonable estimate of the Ninth Circuit's ruling potential loss or range of losses, if any, that might arise from the matter.

 intel- logo- ub- RGB_PL- Financial Statements	Notes to Financial Statements	21 23
Several stockholder derivative lawsuits were filed in the Delaware state and federal courts since the filing of the securities class action lawsuit, alleging that our directors and certain officers breached their fiduciary duties and violated the federal securities laws by making or allowing the statements that are challenged in the securities class action lawsuit. The complaints seek to recover damages from the defendants on behalf of Intel. By stipulation of the parties, the courts have ordered the derivative lawsuits stayed pending certain developments in the securities class action lawsuit.		

#### Litigation Related to Patent and IP Claims

We have had IP infringement lawsuits filed against us, including but not limited to those discussed below. Most involve claims that certain of our products, services, and technologies infringe others' IP rights. Adverse results in these lawsuits may include awards of substantial fines and penalties, costly royalty or licensing agreements, or orders preventing us from offering certain features, functionalities, products, or services. As a result, we may have to change our business practices, and develop non-infringing products or technologies, which could result in a loss of revenue for us and otherwise harm our business. In addition, certain agreements with our customers require us to indemnify them against certain IP infringement claims, which can increase our costs as a result of defending such claims, and may require that we pay significant damages, accept product returns, or supply our customers with non-infringing products if there were an adverse ruling in any such claims. In addition, our customers and partners may discontinue the use of our products, services, and technologies, as a result of injunctions or otherwise, which could result in loss of revenue and adversely affect our business.

#### VLSI Technology LLC v. Intel

In October 2017, VLSI Technology LLC (VLSI) filed a complaint against us in the US District Court for the Northern District of California alleging that various Intel FPGA and processor products infringe eight patents VLSI acquired from NXP Semiconductors, N.V. (NXP). VLSI sought damages, attorneys' fees, costs and interest. Intel prevailed on all eight patents and the court entered final judgment in April 2024. In April 2019, VLSI filed three infringement suits against us in the US District Court for the Western District of Texas accusing various of our processors of infringement of eight additional patents it had acquired from NXP:

- The first Texas case went to trial in February 2021, and the jury awarded VLSI \$1.5 billion for literal infringement of one patent and \$675 million for infringement of another patent under the doctrine of equivalents. In April 2022, the court entered final judgment, awarding VLSI \$2.2 billion in damages and approximately \$162 million in pre-judgment and post-judgment interest. We appealed the judgment to the Federal Circuit Court of Appeals, including the court's rejection of Intel's claim to have a license from Fortress Investment Group's acquisition of Finjan. The Federal Circuit Court heard oral argument in October 2023. In December 2023, the Federal Circuit reversed the finding of infringement as to the patent for which VLSI was awarded \$675 million. The Federal Circuit affirmed the finding of infringement as to the patent for which VLSI had been awarded \$1.5 billion, but vacated the damages award and sent the case back to the trial court for further damages proceedings on that patent. The Federal Circuit also ruled that Intel can advance the defense that it is licensed to VLSI's patents. In December 2021 and January

2022 the Patent Trial and Appeal Board (PTAB) instituted Inter Partes Reviews (IPR) on the claims found to have been infringed in the first Texas case, and in May and June 2023 found all of those claims unpatentable; VLSI has appealed the PTAB's decision. In March 2024, Intel filed a motion to stay the case pending appeals of the IPRs. decisions. In April 2024, Intel moved to add the defense that it is licensed to VLSI's patents. No trial dates have been set.

- The second Texas case went to trial in April 2021, and the jury found that we do not infringe the asserted patents. VLSI had sought approximately \$3.0 billion for alleged infringement, plus enhanced damages for willful infringement. The In September 2024, the court denied VLSI's motion for a new trial. Other post-trial motions remain pending, and the court has not yet entered final judgment.
- The third Texas case went to trial in November 2022, with VLSI asserting one remaining patent. The jury found the patent valid and infringed, and awarded VLSI approximately \$949 million in damages, plus interest and a running royalty. The court has not yet entered final judgment. In February 2023, we filed motions for a new trial and for judgment as a matter of law notwithstanding the verdict on various grounds. Further appeals are possible. In April 2024, Intel moved to add the defense that it is licensed to VLSI's patents, and the court granted Intel's motion that same month.

In May 2019, VLSI filed a case in Shenzhen Intermediate People's Court against Intel, Intel (China) Co., Ltd., Intel Trading (Shanghai) Co., Ltd., and Intel Products (Chengdu) Co., Ltd. VLSI asserted one patent against certain Intel Core processors. Defendants filed an invalidation petition in October 2019 with the China National Intellectual Property Administration (CNIPA) which held a hearing in September 2021. The Shenzhen court held trial proceedings in July 2021, and September 2023. VLSI sought an injunction as well as RMB 1.3 million in costs and expenses, but no damages. In September 2023, the CNIPA invalidated every claim of the asserted patent. In November 2023, the trial court dismissed VLSI's case.

In May 2019, VLSI filed a case in Shanghai Intellectual Property Court against Intel (China) Co., Ltd., Intel Trading (Shanghai) Co., Ltd., and Intel Products (Chengdu) Co., Ltd. asserting one patent against certain Intel core processors. The court held a trial hearing in December 2020, where VLSI requested expenses (RMB 300 thousand) and an injunction. In December 2022, we filed a petition to invalidate the patent at issue. The court held a second trial hearing in May 2022, and in October 2023, issued a decision finding no infringement and dismissing all claims. In November 2023, VLSI appealed the finding of non-infringement. non-infringement to the Supreme People's Court. The Supreme People's Court has set an evidentiary hearing in October 2024.

 intel- logo- ub- RGB_PL- Energy_PL- (002)_upd.jpg	Financial Statements	Notes to Financial Statements	24
<p>Intel filed suit against VLSI in U.S. District Court for the District of Delaware requesting the court find Intel is licensed to VLSI's patents. In September 2024, VLSI filed motions requesting that Intel's complaint be dismissed, transferred, or stayed.</p> <p>As of June 29, 2024 September 28, 2024, we have accrued a charge of approximately \$1.0 billion related to the VLSI litigation. While we dispute VLSI's claims and intend to vigorously defend against them, we are unable to make a reasonable estimate of losses in excess of recorded amounts given recent developments and future proceedings.</p>			

 intel- logo- ub- RGB_PL- Energy_PL- Energy (002)_upd.jpg	Financial Statements	Notes to Financial Statements	22
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## R2 Semiconductor Patent Litigation

In November 2022, R2 Semiconductor, Inc. (R2) filed a lawsuit in the High Court of Justice in the UK against Intel Corporation (UK) Limited and Intel Corporation, and a lawsuit in the Dusseldorf Regional Court in Germany against Intel Deutschland GmbH and certain Intel customers. R2 asserts one European patent is infringed by Intel's Ice Lake, Tiger Lake, Alder Lake and Ice Lake Server (Xeon) processors (the accused products), and customer servers and laptops that contain those processors. R2 seeks an injunction in both actions prohibiting the sale and requiring the recall of the alleged infringing products. Intel is indemnifying its customers in the German lawsuit.

Intel disputes R2's claims and intends to defend the lawsuits vigorously. In December 2022, Intel responded in the UK action that the asserted patent is not infringed and that the patent is invalid. Trial in the UK matter took place in April 2024. In July 2024, the UK High Court found the UK part of R2's European patent invalid.

In April 2023, defendants filed statements of defense in the German action that the asserted patent is not infringed and that an injunction would be a disproportionate remedy. In May 2023, defendants also filed a nullity action in the German Federal Patent Court on the ground that the asserted patent is invalid.

In December 2023, the German Federal Patent Court issued a preliminary opinion finding R2's patent valid. A trial in the German Federal Patent Court, followed by a decision on validity is expected in October 2024. In December 2023, the court in Dusseldorf held a trial on the issue of infringement. In February 2024, the Dusseldorf court found Intel's processors infringe and issued an injunction and recall order against Intel and its customers. R2 has not yet sought to enforce the order. Intel has appealed the decision. In April 2024, Intel also filed a complaint with the Constitutional Court seeking a stay and a reversal of the finding of infringement and filed additional evidence with the appeals court to demonstrate that it does not infringe R2's patent. In May 2024, the Constitutional Court declined to consider Intel's complaint.

In March 2024, R2 asserted the same patent against Fujitsu and Amazon Web Services in Dusseldorf Regional Court, accusing Ice Lake and Sapphire Rapids in the AWS suit; and Tiger Lake, Ice Lake, Alder Lake, Raptor Lake, and Sapphire Rapids in the Fujitsu suit. R2 seeks an injunction, recall and damages. Intel is indemnifying and defending its customers. In June 2024, defendants filed a writ setting out their defenses.

In March 2024, Intel Corporation Italia S.P.A. filed an action in the Tribunale di Milano seeking an order that Intel processors do not infringe R2's patent. In May 2024, R2 filed suit in Milan against Intel Corporation Italia S.P.A. and Italian affiliates of customers Dell, HP, and HPE, accusing Intel's Ice Lake (server and client), Tiger Lake, Alder Lake, and Raptor Lake processors of infringing its patent,

and requesting that its suit be consolidated with Intel Corporation Italia S.P.A.'s suit. R2 is requesting an injunction and damages. In June 2024, R2 responded to the suit filed by Intel Corporation Italia S.P.A. and asserted counterclaims of infringement against the same processors R2 accused in its suit.

In April 2024, R2 filed an action against Intel and its customers Dell, HP, and HPE for patent infringement before the Tribunal Judiciaire of Paris. Intel and its customers have filed a nullity action against the patent in France.

In light of the potential disruption to Intel's and its customers' businesses in Europe were the Dusseldorf Regional Court's injunction and recall order to be enforced before a decision by the appeals court was expected, the significant delay expected before a decision by the appeals court, and the additional ongoing and potential litigation across other jurisdictions and with respect to other Intel processors and customers, we are in negotiations to enter August 2024 Intel entered into three separate confidential agreements with R2, Third Point (the controlling shareholder) and TRGP Capital (a third-party organization funding the lawsuits) to resolve the injunction enforcement risk and related pending litigation, and provide for broad-based litigation peace with these entities, which may include included rights to other technology and services to Intel. Based on Across the anticipated three agreements, we recorded a current period charge Intel will pay an aggregate amount of \$780 million, substantially all of which is attributable to the proposed broad-based litigation peace.

 intel- logo- ub- RGB_PL- Financial Statements  <b>Key Terms</b> (002)_upd.jpg	Notes to Financial Statements	23 25
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We use terms throughout our document that are specific to Intel or that are abbreviations that may not be commonly known or used. Below is a list of these terms used in our document.

Term	Definition
2024 Restructuring Plan	Cost and capital reduction initiatives approved by management, the board of directors or the Audit & Finance Committee of the board of directors designed to adjust spending to current business trends and achieve objectives announced in Q3 2024 with respect to reducing operating expenses, reducing capital expenditures and reducing cost of sales while enabling Intel's new operating model and continuing to fund investments in Intel's core strategy.
5G	The fifth-generation mobile network, which brings dramatic improvements in network speeds and latency, and which we view as a transformative technology and opportunity for many industries
AI	Artificial intelligence
ASC	Accounting Standards Codification
ASP	Average selling price
Back end services	Includes assembly, test and packaging services
CCG	Client Computing Group operating segment
CODM	Chief operating decision maker
CPU	Processor or central processing unit
CPLD	Complex programmable logic device
DCAI	Data Center and Artificial Intelligence operating segment
EC	European Commission
EPS	Earnings per share
2023 Form 10-K	Annual Report on Form 10-K for the year ended December 30, 2023
Form 10-Q	Quarterly Report on Form 10-Q for the quarter ended June 29, 2024
FPGA	Field-programmable gate array
HPC	High performance computing
IDM 2.0	Evolution of our IDM model that combines our internal factory network, strategic use of foundry capacity and our IFS business to position us to drive technology and product leadership
IP	Intellectual property
IPO	Initial public offering
MD&A	Management's Discussion and Analysis
MG&A	Marketing, general, and administrative
NAND	NAND flash memory
NEX	Networking and Edge operating segment
R&D	Research and development
RSU	Restricted stock unit
SCIP	Semiconductor Co-Investment Program
SEC	US Securities and Exchange Commission
Smart Capital	Our Smart Capital approach accelerates progress on our IDM 2.0 strategy. This approach is designed to enable us to adjust quickly to opportunities in the market, while managing our margin structure and capital spending. The elements of Smart Capital include capacity investments, government incentives, customer commitments, continued use of external foundries.
SoC	A system on a chip, which integrates most of the components of a computer or other electronic system into a single silicon chip. We offer a range of SoC products in CCG, DCAI, and NEX. Our DCAI and NEX businesses offer SoCs across many market segments for a variety of applications, including products targeted for 5G base stations and network infrastructure
US	United States
US GAAP	US Generally Accepted Accounting Principles
VIE	Variable interest entity

intel- logo- ub- RGB_PL- Financial Statements	Notes to Financial Statements	24 26
<b>Management's Discussion and Analysis</b>		
(002)_upd.jpg		

This report should be read in conjunction with our 2023 Form 10-K where we include additional information on our business, operating segments, risk factors, critical accounting estimates, policies, and

the methods and assumptions used in our estimates, among other important information.

In Q3 2024, we announced our intention to implement a series of cost and capital reduction initiatives designed to adjust our spending to current business trends while enabling our new operating model and continuing to fund investments in our core strategy - returning to process leadership. These initiatives include reducing headcount by approximately 16,500 employees as of Q3 2024, consolidating and reducing our global real estate footprint, conducting portfolio reviews of our businesses under a 'clean sheet' view, rationalizing capital investments and deployments based upon demand signals and capacity requirements, and reducing our overall operating expenses. We expect the total impact from headcount reduction initiatives to exceed 15% of our core Intel workforce by year end. As a result of initiating and deploying our 2024 Restructuring Plan, we recognized restructuring charges of \$2.8 billion in Q3 2024 as follows:

- cash-based employee severance and related employee exit charges of \$2.2 billion;
- non-cash charges directly resulting from our decision to exit manufacturing capabilities for internal-use test hardware, resulting in the impairment of certain construction in progress assets of \$442 million; and
- non-cash charges associated with real estate consolidation and exits that resulted in the impairment of certain operating leased assets and related leasehold improvements of \$86 million.

In Q3 2024, our consolidated results of operations were also materially impacted by the following:

- \$3.1 billion of charges, substantially all of which were recorded to cost of sales, related to non-cash impairments and the acceleration of depreciation for certain manufacturing assets, a substantial majority of which related to our Intel 7 process node;
- \$2.9 billion of non-cash charges, all of which were recorded as other charges in the restructuring and other line as presented in our Consolidated Condensed Statements of Income, which were associated with the impairment of goodwill for certain of our reporting units as well as certain acquired intangible assets (combined with the restructuring charges associated with the 2024 Restructuring Plan, our restructuring and other charges totaled \$5.6 billion in Q3 2024 — see "Note 6: Restructuring and Other Charges" within Notes to Consolidated Condensed Financial Statements); and
- \$9.9 billion of non-cash charges recorded to provision for (benefit from) income taxes that substantially related to valuation allowances recorded to our net deferred tax assets (see "Note 7: Income Taxes" within Notes to Consolidated Condensed Financial Statements).

Our discussion regarding our segments' results of operations presented below excludes the \$5.6 billion of restructuring and other charges and \$9.9 billion of charges resulting from valuation allowances recorded against our net deferred tax assets, in addition to certain other items, as our chief operating decision maker receives, views and uses information for decision making purposes based upon segment results that exclude such items.

"Note 2: Operating Segments" Segments" within Notes to Consolidated Condensed Financial Statements of this Form 10-Q provides additional information about our operating segments, including the nature of segment revenues and expenses, and reconciles our segment revenues presented below to our total consolidated net revenues and our segment operating income (loss) presented below to our total consolidated operating income (loss), for each of the periods presented.

Separately, during and following Q3 2024, there has been a significant escalation in hostilities in Israel and the surrounding region. We continue to monitor the impact the geopolitical conflict could have on our operations in Israel, including potential disruption of our wafer fabrication facility and our product development centers. To date, while we have had a substantial number of our employees called for active military duty, we have not had a material interruption in either our manufacturing operations or our product development centers. As a significant portion of our revenues are generated from products on Intel 7 manufactured at our fabrication facility in Israel and we are not insured for business interruptions, a disruption of that facility could have a significant adverse impact on our business. Additionally, our property, plant, and equipment assets in Israel are self-insured and could be impacted from the conflict.

For additional key highlights of our results of operations, see "A Quarter in Review."

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## Operating Segment Trends and Results

### Intel Products

Intel Products consists substantially of the design, development, marketing, sale, support, and development servicing of CPUs and related solutions for third party customers. Intel Products is comprised of three operating segments: CCG, DCAL, and NEX.

### Financial Performance

Intel Products Operating Segments Revenue \$B

Intel Products Segments Operating Income \$B



## Operating Segments Revenue and Segments Operating Income Summary

### Q2 Q3 2024 vs. Q2 Q3 2023

Total Intel Products revenue was **\$11.8 billion** **\$12.2 billion** in Q2 Q3 2024 and **\$11.3 billion** **\$12.4 billion** in Q2 Q3 2023. Revenue **increased** **decreased** in Q2 Q3 2024 due to our CCG operating segment. Total Intel Products operating income **increased** to **\$2.9 billion**, or **25%** operating margin was **\$3.3 billion** in Q2 Q3 2024, from **\$2.5 billion**, or **22%** operating margin in Q2 roughly flat with Q3 2023. This Q2 2024 operating margin increase is primarily due to higher Q2 2024 CCG revenue, lower Q2 2024 DCAL and NEX period charges due to the sell-through of previously reserved inventory and lower reserves taken, partially offset by higher Q2 2024 unit costs and higher Q2 2024 operating expenses in DCAL.

### YTD 2024 vs. YTD 2023

Total Intel Products revenue was **\$23.7 billion** **\$35.9 billion** in YTD 2024 and **\$21.5 billion** **\$33.8 billion** in YTD 2023. Revenue increased in YTD 2024 **primarily** due to our CCG and DCAL operating **segment** **segments**. Total Intel Products operating income increased to **\$6.2 billion** **\$9.6 billion**, or **26%** **27%** operating margin for YTD 2024 from **\$3.7 billion** **\$6.9 billion**, or **17%** **20%** operating margin in YTD 2023. This YTD 2024 operating margin increase is primarily due to higher YTD 2024 CCG revenue, lower YTD 2024 period charges across each of the Intel Products' operating segments due to the sell-through of previously reserved inventory and lower reserves taken, partially offset by higher YTD 2024 unit costs in CCG and DCAL.

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## Client Computing Group

We are committed to advancing PC experiences by delivering an annual cadence of leadership products and deepening our relationships with industry partners to co-engineer and deliver leading platform innovation. We engage in an intentional effort to bring together the operating system, system architecture, hardware, and software application integration to enable industry-leading PC experiences. We embrace these opportunities by focusing our roadmap, delivering innovative PC capabilities, and designing advanced PC experiences. By doing this, we believe we help continue to fuel innovation across the industry, providing a solid source of IP, scale, and cash flow for Intel.

### Financial Performance

#### CCG Operating Segment Revenue \$B

#### CCG Segment Operating Income \$B



■ | Notebook   ■ | Desktop   ■ | Other

### Operating Segment Revenue Summary

### Q2 Q3 2024 vs. Q2 Q3 2023

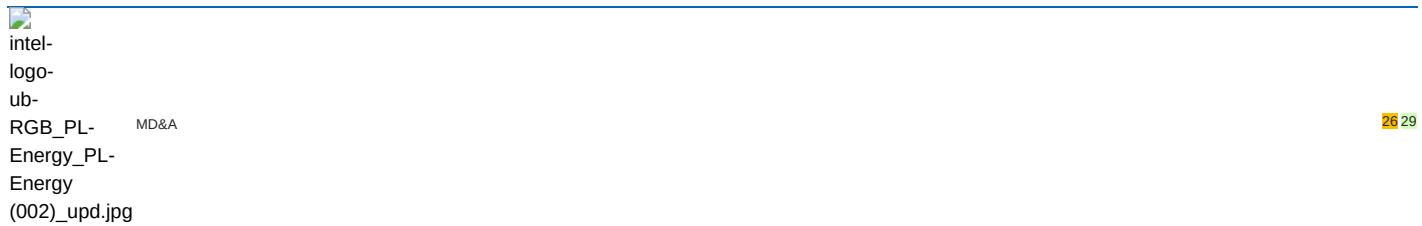
- Notebook revenue was **\$4.5 billion** **\$4.9 billion**, up **\$584 million** **\$385 million** from Q2 Q3 2023. Notebook volume increased **11%** **6%** in Q2 Q3 2024 as customer inventory levels improved compared to **higher levels** in Q2 Q3 2023. Notebook ASPs increased **4%** **3%** in Q2 Q3 2024 primarily driven by the ramp of newly introduced products based upon Intel 4 process technology and a **lower mix of small core** **higher ASPs** on older generation products, partially offset by a higher mix of **older generation** **small core** products.
- Desktop revenue was **\$2.5 billion** **\$2.1 billion**, **up \$157 million** **down \$683 million** from Q2 Q3 2023. Desktop volume **increased 11%** **decreased 26%** in Q2 Q3 2024 as customer inventory levels **improved** primarily due to customers tempering purchases to reduce existing inventories and **lower demand** compared to **higher levels** in Q2 Q3 2023. Desktop ASPs **decreased 4%** in Q2 Q3 2024

primarily driven by a higher mix of older generation products, were roughly flat with Q3 2023.

- Other revenue was \$403 million \$372 million, down \$111 million \$239 million from Q2 Q3 2023 primarily driven by the exit of legacy businesses.

#### YTD 2024 vs. YTD 2023

- Notebook revenue was \$9.2 14.0 billion, up \$1.9 2.2 billion from YTD 2023. Notebook volume increased 24% 17% in YTD 2024 as customer inventory levels improved compared to higher levels in YTD 2023. Notebook ASPs increased 2% in YTD 2024 primarily driven by the ramp of newly introduced products based upon Intel 4 process technology, and a lower mix of small core products, partially offset by a higher mix of older generation small core products.
- Desktop revenue was \$5.0 7.1 billion, up \$739 56 million from YTD 2023. Desktop volume increased 19% in YTD 2024, as customer inventory levels improved compared to higher levels in YTD 2023. Desktop and ASPs were roughly flat with YTD 2023. 2023.
- Other revenue was \$794 million 1.2 billion, down \$201 440 million from YTD 2023 primarily driven by the exit of legacy businesses.



#### Segment Operating Income Summary

Operating income increased 26% decreased 2% from Q2 Q3 2023, with an operating margin of 34% 37% in Q2 Q3 2024.

Operating income increased 62% 32% from YTD 2023, with an operating margin of 34% 35% in YTD 2024.

(In Millions)

\$	2,497 2,722	Q3 2024 Operating Income
(389)	Lower product profit primarily from lower desktop revenue	
260	Higher product profit primarily from higher notebook revenue	
71	Other	
\$	2,780	Q3 2023 Operating Income
\$	7,864	Q2 YTD 2024 Operating Income
422 1,305	Higher product profit primarily from higher notebook and desktop revenue	
89 413	Other	
\$	1,986	Q2 2023 Operating Income
\$	5,142	YTD 2024 Operating Income
1,428	Higher product profit primarily from higher notebook and desktop revenue	
391	Lower other period charges primarily driven by lower inventory reserves taken, higher sell-through of previously reserved inventory and the exit of legacy businesses lower samples	
235	Lower operating expenses driven by various cost-cutting measures	
(198) (150)	Higher unit cost primarily from increased mix of Intel 4 and Intel 7 products	
120 350	Other	
\$	3,166 5,946	YTD 2023 Operating Income



## Data Center and AI

DCAI delivers cutting-edge workload-optimized solutions to cloud service providers and enterprises, along with silicon devices for communications service providers, network and edge, and HPC customers. Our unique capabilities enable us to help solve our customers' most complex challenges with the depth and breadth of our hardware and software portfolio, advanced packaging, and at-scale manufacturing made possible through a resilient, global supply chain. Our global customers and partners encompass cloud hyperscalers, multinational corporations, small-and medium-sized enterprises, independent software vendors, systems integrators, communications service providers, and governments.

### Financial Performance

#### DCAI Operating Segment Revenue \$B

#### DCAI Segment Operating Income \$B

##### Operating Segment Revenue Summary

###### Q2 Q3 2024 vs. Q2 Q3 2023

Revenue was ~~\$3.0 billion~~ \$3.3 billion, ~~down \$110 million~~ up \$273 million from Q2 Q3 2023, primarily driven by a decrease in server revenue. Server volume ~~decreased 22%~~ increased 6% in Q2 Q3 2024 due to lower demand in a competitive environment and a higher mix of high core count products, increased hyperscale customer-related demand. Server ASPs ~~increased 23%~~ in Q2 Q3 2024 primarily due to a lower mix of hyperscale customer-related revenue and a higher mix of high core count products, were roughly flat with Q3 2023.

###### YTD 2024 vs. YTD 2023

Revenue was ~~\$6.1 billion~~ \$9.4 billion, ~~up \$25 million~~ \$298 million from YTD 2023, driven by an increase in server revenue. Server ASPs increased ~~24%~~ 16% in YTD 2024 primarily due to a lower mix of hyperscale customer-related revenue and a higher mix of high core count products. Server volume decreased ~~18%~~ 11% in YTD 2024 due to lower demand in a competitive environment and a higher mix of high core count products.



##### Segment Operating Income Summary

Operating income decreased ~~41%~~ 11% from Q2 Q3 2023, with an operating margin of ~~9%~~ 10% in Q2 Q3 2024.

Operating income increased ~~54%~~ 25% from YTD 2023, with an operating margin of 12% in YTD 2024.

(In Millions)

\$	276 347	Q2 Q3 2024 Operating Income
(313)	Higher period charges due to higher accelerator inventory reserves taken and other direct spending charges incurred	
(293) (192)	Higher server unit cost primarily driven by an increased mix of Intel 7 products	
(185)	Higher operating expenses primarily driven by increased investments in leadership products	
212 249	Lower period charges primarily driven by the sell-through of previously reserved inventory and lower non-accelerator inventory reserves taken	
116	Higher product profit primarily from higher server revenue	
73 96	Other	
\$	469 391	Q2 Q3 2023 Operating Income
\$	758 1,105	YTD 2024 Operating Income
503 752	Lower period charges primarily driven by the sell-through of previously reserved inventory and lower non-accelerator inventory reserves taken	
431 573	Higher product profit on higher ASPs, net of reduced profit on lower volumes	
(570) (788)	Higher server unit cost primarily driven by an increased mix of Intel 7 products	
(224) (313)	Higher period charges due to higher accelerator inventory reserves taken and other direct spending charges incurred	
(240)	Higher operating expenses primarily driven by increased product development costs	
127 239	Other	
\$	491 882	YTD 2023 Operating Income



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## Network & Edge

NEX lifts the world's networks and edge compute systems from inflexible fixed-function hardware to general-purpose compute, acceleration, and networking devices running cloud native software on programmable hardware. We work with partners and customers to deliver and deploy intelligent edge platforms that allow software developers to achieve agility and to drive automation using AI for efficient operations while securing the integrity of their data at the edge. We have a broad portfolio of hardware and software platforms, tools, and ecosystem partnerships for the rapid digital transformation happening from the cloud to the edge. We are leveraging our core strengths in process, software, and manufacturing at scale to grow traditional markets and to accelerate entry into emerging ones.

### Financial Performance

NEX Operating Segment Revenue \$B

NEX Segment Operating Income (Loss) \$B

841 842

#### Operating Segment Revenue Summary

Q2 Q3 2024 vs. Q2 Q3 2023 and YTD 2024 vs. YTD 2023

Revenue was \$1.3 billion \$1.5 billion, down \$20 million up \$61 million from Q2 2023, and Q3 2023. YTD 2024 revenue was \$2.7 billion \$4.2 billion, down \$145 million \$84 million from YTD 2023. The revenue decreases in Q2 2024 and YTD 2024 were 2023, primarily due to 5G customers tempering purchases to reduce existing inventories, partially offset by higher Edge and Network revenue.

#### Segment Operating Income (Loss) Summary

Operating income increased 117% 168% from Q2 Q3 2023, with an operating margin of 10% 18% in Q2 Q3 2024.

Operating income increased \$328 million \$496 million from YTD 2023, with an operating margin of 12% 14% in YTD 2024.

(In Millions)

\$	139 268	Q2 Q3 2024 Operating Income
	75	Lower period charges primarily driven by the sell-through of previously reserved inventory
\$	64	Q2 2023 Operating Income
\$	323	YTD 2024 Operating Income (Loss)
	255 116	Lower period charges primarily driven by the sell-through of previously reserved inventory and lower reserves taken
	73 52	Other
\$	(5) 100	Q3 2023 Operating Income
\$	591	YTD 2024 Operating Income
	371	Lower period charges primarily driven by the sell-through of previously reserved inventory and lower reserves taken
	125	Other
\$	95	YTD 2023 Operating Income (Loss)



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## Intel Foundry

Intel Foundry, comprising our Foundry Technology Development, Foundry Manufacturing and Supply Chain, and Foundry Services organizations, is on a mission to deliver the best systems foundry capabilities to our customers and reshape the world's semiconductor industry. As the stewards of Moore's law, we continually innovate and advance world-class silicon process and advanced packaging technologies for customers. Our systems foundry offerings are strengthened by a robust design ecosystem with key industry partners, our systems of chips capabilities, and our secure, resilient and more sustainable supply chain. Our systems foundry is built on the foundation of our silicon process and advanced packaging technology offerings and enables co-optimized solutions for our customers in the AI era. We are strengthening the resilience of the global semiconductor supply chain for leading-edge and mature node semiconductor products by investing in geographically balanced and more sustainable manufacturing capacity. As a systems foundry for the AI era, Intel Foundry brings together these critical components to help our global customers drive the next phase of technology innovation.

### Financial Performance

Intel Foundry Operating Segment Revenue \$B      Intel Foundry Segment Operating Loss \$B



#### Operating Segment Revenue Summary

Q2 Q3 2024 vs. Q2 Q3 2023

Revenue was \$4.3 billion, up \$148 million down \$380 million from Q2 Q3 2023. Intersegment revenue was \$4.2 billion, up \$302 million down \$135 million from Q2 Q3 2023 driven by lower intersegment ASPs and lower back end services revenue, partially offset by higher intersegment revenue from higher wafer volume primarily from Intel 3, Intel 4, and Intel 7 products, partially offset by lower intersegment ASPs process nodes, and higher intersegment credits, advanced packaging revenue. External revenue was \$77 million, down \$67 million, down \$154 million \$245 million from Q2 Q3 2023 driven by lower traditional packaging services and lower equipment sales.

YTD 2024 vs. YTD 2023

Revenue was \$8.7 billion, down \$314 million \$694 million from YTD 2023. Intersegment revenue was \$8.6 billion, down \$69 million \$204 million from YTD 2023 driven by lower intersegment ASPs, lower back end services revenue, lower intersegment ASPs, and higher intersegment credits in YTD 2024. These intersegment revenue decreases were partially offset by higher intersegment revenue from higher wafer volume primarily from Intel 3, Intel 4, and Intel 7 products, process nodes, and higher advanced packaging revenue. External revenue was \$104 million, down \$245 million \$490 million from YTD 2023, driven by lower equipment sales and traditional packaging services and lower equipment sales.

### Segment Operating Loss Summary

Operating loss was \$2.8 billion \$5.8 billion in Q2 Q3 2024, compared to an operating loss of \$1.9 billion \$1.4 billion in Q2 Q3 2023.

Operating loss was \$5.3 billion \$11.1 billion in YTD 2024, compared to an operating loss of \$4.2 billion \$5.6 billion in YTD 2023.

(In Millions)

\$	(2,830) (5,844)	Q3 2024 Operating Loss
(3,095)	Q2 2024 Operating Loss Higher period charges related to non-cash impairments and the acceleration of depreciation for certain manufacturing assets, a substantial majority of which related to our Intel 7 process node	
(512) (976)	Lower intersegment product and services profit primarily due to higher cost of production for Intel 4 and Intel 3 products, lower intersegment samples, and lower external revenue	
(373)	Higher period charges primarily related to factory start-up costs, costs associated with curtailing capacity on mature technology nodes and asset impairments	
(320) (297)	Higher operating expenses primarily driven by increased investments in process technology	
244 (136)	Lower Higher period charges primarily related to excess capacity charges factory start-up costs	
67		
\$	(1,869) (1,407)	Q2 Q3 2023 Operating Loss
\$	(5,304) (11,148)	YTD 2024 Operating Loss
(879) (3,262)	Higher period charges related to non-cash impairments and the acceleration of depreciation for certain manufacturing assets, a substantial majority of which related to our Intel 7 process node	
(1,855)	Lower intersegment product and services profit primarily due to lower intersegment ASPs, higher cost of production for Intel 4 and Intel 3 products, intersegment credits, lower intersegment samples, and lower external revenue	
(684)	Higher operating expenses primarily driven by increased investments in process technology	
(530)	Higher period charges primarily related to factory start-up costs costs associated with curtailing capacity on mature technology nodes and asset impairments	
(386)	Higher operating expenses driven by increased investments in process technology	
544 610	Lower period charges related to excess capacity charges	
176 209	Lower period charges driven by lower intersegment inventory reserves taken	
\$	(4,229) (5,636)	YTD 2023 Operating Loss

## All Other

Our "all other" category includes results of operations from our Altera and Mobileye businesses, from "other" non-reportable segments not otherwise presented, from start-up businesses that support our initiatives, and historical results of operations from divested businesses. Altera offers programmable semiconductors, primarily FPGAs, CPLDs, acceleration platforms, software, IP, and related products, for a broad range of applications across our embedded, communications, cloud, and enterprise market segments. Mobileye is a global leader in driving assistance and self-driving solutions, with a product portfolio designed to encompass the entire stack required for assisted and autonomous driving, including compute platforms, computer vision, and machine learning-based perception, mapping and localization, driving policy, and active sensors in development.

### Financial Performance

All Other Operating Segments Revenue \$B	All Other Segments Operating Income (Loss) \$B
902 903	
Operating Segments Revenue and Segments Operating Income (Loss) Summary	
Q2 Q3 2024 vs. Q2 Q3 2023	
<p>All other revenue was \$968 million 1.0 billion, down \$451 413 million from Q2 Q3 2023. Altera revenue decreased \$487 million \$323 million from Q2 Q3 2023, as customers tempered purchases to reduce existing inventories across all product lines. Mobileye revenue decreased \$45 million from Q3 2023. All other operating loss income was \$35 million in Q2 2024 compared to operating income of \$355 million in Q2 \$45 million, down \$190 million from Q3 2023, primarily due to lower Altera Q2 Q3 2024 revenue.</p>	
YTD 2024 vs. YTD 2023	
<p>All other revenue was \$1.7 2.8 billion, down \$1.1 1.5 billion from YTD 2023. Altera revenue decreased \$961 million \$1.3 billion from YTD 2023, as customers tempered purchases to reduce existing inventories across all product lines. Mobileye revenue decreased \$233 278 million from YTD 2023, as customers tempered purchases to reduce existing inventories of EyeQ™ products. All other operating loss was \$247 202 million compared to operating income of \$702 million \$937 million in YTD 2023 primarily due primarily to lower Altera and Mobileye YTD 2024 revenue.</p>	

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## Consolidated Condensed Results of Operations

(In Millions, Except Per Share Amounts)	Three Months Ended				Three Months Ended				Six Months Ended				
	Q2 2024		Q2 2023		YTD 2024		YTD 2023		YTD 2024		YTD 2023		
	Q3 2024		Q3 2023		YTD 2024		YTD 2023		YTD 2024		YTD 2023		
	(In Millions, Except Per Share Amounts)	(In Millions, Except Per Share Amounts)	% of Net Revenue	Amount	(In Millions, Except Per Share Amounts)	(In Millions, Except Per Share Amounts)	% of Net Revenue	Amount	(In Millions, Except Per Share Amounts)	(In Millions, Except Per Share Amounts)	% of Net Revenue	Amount	
Net revenue	Net revenue	\$12,833	100.0	100.0 %	\$12,949	100.0	100.0 %	\$25,557	100.0	100.0 %	\$24,664	100.0	100.0 % Net revenue
Cost of sales	Cost of sales	8,286	64.6	64.6 %	8,311	64.2	64.2 %	15,793	61.8	61.8 %	16,018	64.9	64.9 % Cost of sales
Gross margin	Gross margin	4,547	35.4	35.4 %	4,638	35.8	35.8 %	9,764	38.2	38.2 %	8,646	35.1	35.1 % margin

Research and development	Research and development	4,239	33.0	33.0 %	4,080	31.5	31.5 %	8,621	33.7	33.7 %	8,189	33.2	33.2 %
Marketing, general, and administrative	Marketing, general, and administrative	1,329	10.4	10.4 %	1,374	10.6	10.6 %	2,885	11.3	11.3 %	2,677	10.9	10.9 %
Restructuring and other charges	Restructuring and other charges	943	7.3	7.3 %	200	1.5	1.5 %	1,291	5.1	5.1 %	264	1.1	1.1 %
<b>Operating income (loss)</b>	<b>Operating income (loss)</b>	<b>(1,964)</b>	<b>(15.3)</b>	<b>(15.3)%</b>	<b>(1,016)</b>	<b>(7.8)</b>	<b>(7.8)%</b>	<b>(3,033)</b>	<b>(11.9)</b>	<b>(11.9)%</b>	<b>(2,484)</b>	<b>(10.1)</b>	<b>(10.1)% (loss)</b>
Gains (losses) on equity investments, net	Gains (losses) on equity investments, net	(120)	(0.9)	(0.9)%	(24)	(0.2)	(0.2)%	85	0.3	0.3 %	145	0.6	0.6 % net
Interest and other, net	Interest and other, net	80	0.6	0.6 %	224	1.7	1.7 %	225	0.9	0.9 %	365	1.5	1.5 % other, net
<b>Income (loss) before taxes</b>	<b>Income (loss) before taxes</b>	<b>(2,004)</b>	<b>(15.6)</b>	<b>(15.6)%</b>	<b>(816)</b>	<b>(6.3)</b>	<b>(6.3)%</b>	<b>(2,723)</b>	<b>(10.7)</b>	<b>(10.7)%</b>	<b>(1,974)</b>	<b>(8.0)</b>	<b>(8.0)% taxes</b>
Provision for (benefit from) taxes	Provision for (benefit from) taxes	(350)	(2.7)	(2.7)%	(2,289)	(17.7)	(17.7)%	(632)	(2.5)	(2.5)%	(679)	(2.8)	(2.8)% taxes
<b>Net income (loss)</b>	<b>Net income (loss)</b>	<b>(1,654)</b>	<b>(12.9)</b>	<b>(12.9)%</b>	<b>1,473</b>	<b>11.4</b>	<b>11.4 %</b>	<b>(2,091)</b>	<b>(8.2)</b>	<b>(8.2)%</b>	<b>(1,295)</b>	<b>(5.3)</b>	<b>(5.3)% (loss)</b>
Less: Net income (loss) attributable to non-controlling interests		(44)	(0.3)	% (8)		(0.1)	% (100)		(0.4) %	(18)		(0.1) %	
Less: net income (loss) attributable to non-controlling interests		(350)	(2.6)	% 13		0.1	% (450)		(1.2) %	(5)		— %	
<b>Net income (loss) attributable to Intel</b>	<b>Net income (loss) attributable to Intel</b>	<b>\$ (1,610)</b>	<b>(12.5)</b>	<b>(12.5)%</b>	<b>\$ 1,481</b>	<b>11.4</b>	<b>11.4 %</b>	<b>\$ (1,991)</b>	<b>(7.8)</b>	<b>(7.8)%</b>	<b>\$ (1,277)</b>	<b>(5.2)</b>	<b>(5.2)% to Intel</b>
Earnings (loss) per share attributable to Intel—diluted													
Earnings (loss) per share attributable to Intel—diluted													
Earnings (loss) per share attributable to Intel—diluted													

## Consolidated Revenue

### Consolidated Revenue Walk \$B<sup>1</sup>

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Q2 Q3 2024 vs. Q2 Q3 2023

Our Q2 Q3 2024 revenue was \$12.8 billion \$13.3 billion, down \$116 million \$874 million from Q2 Q3 2023. CCG revenue increased 9% decreased 7% from Q2 Q3 2023 primarily due to lower desktop volume from customers tempering purchases to reduce existing inventories and lower demand compared to Q3 2023. CCG other revenue decreased from Q3 2023 due to the exit of legacy businesses. These Q3 2024 CCG revenue decreases were partially offset by higher notebook and desktop volumes revenues in Q3 2024 due to higher volume as customer inventory levels improved compared to Q3 2023 and higher levels in Q2 2023. Notebook ASPs increased from Q2 2023 primarily driven by the ramp of newly introduced products based upon Intel 4 process technology and a lower mix of small core products, partially offset by an increased mix of older generation products. Desktop ASPs decreased from Q2 2023 primarily driven by a higher mix of older generation products. notebook ASPs. DCAI revenue decreased 3% increased 9% from Q2 Q3 2023 due to lower server volume from lower demand in a competitive environment, partially offset by increased server ASPs primarily due to a lower mix of increased hyperscale customer-related revenue and a higher mix of high core count products. NEX revenue was roughly flat with Q2 2023. External demand. Intel Foundry external revenue decreased 67% 79% from Q2 Q3 2023 due to lower traditional packaging services and lower equipment sales. Altera revenue decreased 57% 44% from Q2 Q3 2023 as due to customers tempered tempering purchases to reduce existing inventories across all product lines.

Our Q2 2024 revenue was unfavorably impacted by the revocation of certain licenses for exports of consumer-related items to a customer in China.

Incentives offered to certain customers to accelerate purchases and to strategically position our products with customers for market segment share purposes, particularly in CCG, contributed approximately \$1.3 billion to our revenue during Q2 2024. The impacts of these Q2 2024 incentives were contemplated in our financial guidance for Q3 2024, as included in our Form 8-K dated August 1, 2024.

### YTD 2024 vs. YTD 2023

Our YTD 2024 revenue was \$25.6 billion \$38.8 billion, up \$893 million or 4% from roughly flat with YTD 2023. CCG revenue increased 19% 9% from YTD 2023 primarily due to higher notebook revenue resulting from higher volume and desktop volumes as customer inventory levels improved higher ASPs compared to higher levels in YTD 2023. Notebook ASPs increased Other CCG revenue decreased from YTD 2023 primarily due to the exit of legacy businesses. DCAI revenue increased 3% from YTD 2023 driven by the ramp of newly introduced products based upon Intel 4 process technology and a lower mix of small core products, partially offset by an increased mix of older generation products. Desktop ASPs were roughly flat with YTD 2023. DCAI increase in server revenue was roughly flat with YTD 2023 as server ASPs increased primarily due to a lower mix of hyperscale customer-related revenue and a higher mix of from high core count products, offset primarily by lower server which increased ASPs and lowered volume from lower demand in a competitive environment. NEX compared to YTD 2023. Intel Foundry external revenue decreased 5% 74% from YTD 2023 primarily due to 5G customers tempering purchases to reduce existing inventories, partially offset by higher Edge lower equipment sales and Network revenue. lower traditional packaging services. Altera revenue decreased 58% 54% from YTD 2023 as customers tempered purchases to reduce existing inventories across all product lines and lines. Mobileye revenue decreased 26% 19% from YTD 2023 as customers tempered purchases to reduce existing inventories across of EyeQ products. External Intel Foundry revenue decreased 70% from YTD 2023 due to lower equipment sales and traditional packaging services.

<sup>1</sup> Excludes intersegment revenue revenue; totals may not sum due to rounding

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## Consolidated Gross Margin

We derived a majority of our overall consolidated gross margin in Q2 Q3 2024 and in YTD 2024 from our Intel Products business sales through our CCG, DCAI, and NEX operating segments. Our overall consolidated gross margin dollars in Q2 Q3 2024 decreased by \$91 million \$4.0 billion, or 2% 67%, compared to Q2 Q3 2023, and YTD 2024 increased decreased by \$1.1 billion \$2.9 billion, or 13% 20%, compared to YTD 2023. We regularly evaluate our process technology node capacities relative to projected market demand for our products and services. During Q3 2024, we concluded that our manufacturing asset portfolio, primarily for our Intel 7 process node, exceeded manufacturing capacity requirements. Upon concluding an asset re-use assessment, we impaired certain construction in progress assets and accelerated depreciation for certain in use manufacturing assets that resulted in \$3.1 billion of charges in Q3 2024.

### Consolidated Gross Margin \$B<sup>1</sup>

(Percentages in chart indicate gross margin as a percentage of total revenue)

(In Millions)

\$ <b>4,547</b>	<b>1,997</b>	<b>Q2 Q3 2024 Gross Margin</b>
		Higher period charges related to non-cash impairments and the acceleration of depreciation for certain manufacturing assets, a substantial majority of which related to our
(651)	(3,030)	Intel 7 process node
(375)		Higher unit cost primarily from increased mix of Intel 4 and Intel 7 products
(418)	(320)	Lower product profit primarily from lower Intel Foundry revenue
(313)		Higher period charges due to higher accelerator inventory reserves taken and other direct spending charges incurred
(272)		Lower product profit primarily from lower Altera revenue
(317)	(209)	Lower product profit primarily from lower desktop revenue, partially offset by higher product profit from higher notebook revenue
(136)		Higher period charges primarily related to factory start-up costs costs associated with curtailing capacity on mature technology nodes and asset impairments
574		Higher product profit primarily from higher notebook and desktop revenue
353	280	Lower period charges primarily driven by the sell-through of previously reserved inventory and lower non-accelerator reserves taken
244	257	Lower period charges related to excess capacity charges Higher product profit primarily from higher server revenue
124	97	Other
\$ <b>4,638</b>	<b>6,018</b>	<b>Q2 Q3 2023 Gross Margin</b>
\$ <b>9,764</b>	<b>11,761</b>	<b>YTD 2024 Gross Margin</b>
2,089	(3,197)	Higher product profit primarily from higher notebook and desktop revenue and higher server ASPs, net of reduced profit on lower server volumes
906		Lower period charges driven by the sell-through of previously reserved inventory and lower reserves taken
544		Lower period charges related to excess capacity charges
		Lower product profit primarily from lower Altera non-cash impairments and Mobileye revenue the acceleration of depreciation for certain manufacturing assets, a substantial
(982)		majority of which related to our Intel 7 process node
(959)	(1,389)	Higher unit cost primarily from increased mix of Intel 4 and Intel 7 products
(530)	(1,294)	Lower product profit primarily from lower Altera and Mobileye revenue
(545)		Higher period charges primarily related to factory start-up costs costs associated with curtailing capacity on mature technology nodes and asset impairments
(513)		Lower product profit primarily from lower Intel Foundry revenue
59	(313)	Higher period charges due to higher accelerator inventory reserves taken and other direct spending charges incurred
1,355		Higher product profit primarily due to higher notebook revenue
1,223		Lower period charges driven by the sell-through of previously reserved inventory and lower non-accelerator reserves taken
827		Higher product profit primarily due to higher server revenue
610		Lower period charges related to excess capacity charges
333		Other
\$ <b>8,646</b>	<b>14,664</b>	<b>YTD 2023 Gross Margin</b>

<sup>1</sup> Excludes intersegment activity

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## Operating Expenses

Total R&D and MG&A expenses for Q2 Q3 2024 were \$5.6 billion \$5.4 billion, up 2% 4% from Q2 Q3 2023, and \$11.5 billion \$16.9 billion for YTD 2024, up 5% 5% from YTD 2023. These expenses represent 43.4% 40.9% of revenue for Q2 Q3 2024 and 42.1% 36.8% of revenue for Q2 Q3 2023, and 45.0% 43.6% of revenue for YTD 2024 and 44.1% 41.4% of revenue for YTD 2023. In support of our strategy, described in our 2023 Form 10-K, we continue to make significant investments to accelerate our process technology roadmap. This requires continued investments in R&D and focused efforts to attract and retain talent. We As a result of our 2024 Restructuring Plan and related cost reduction measures, we expect a decrease in total R&D and MG&A expenses to be reduced as we implement planned cost-reduction measures, including reductions in headcount and other operating expenditures, designed to accelerate profitable growth, enable further operational efficiency and agility, and create future periods while creating capacity for sustained investment in technology and manufacturing leadership.

#### Research and Development \$B

#### Marketing, General, and Administrative \$B

(Percentages in chart indicate operating expenses as a percentage of total revenue)



#### Research and Development

##### Q2 Q3 2024 vs. Q2 Q3 2023

R&D increased by \$159 million \$179 million, or 4% 5%, driven by the following:

- + Investments in our process technology and leadership products
- Lower share-based compensation and incentive-based cash compensation

##### YTD 2024 vs. YTD 2023

R&D increased by \$432 million \$611 million, or 5%, driven by the following:

- + Investments in our process technology and leadership products
- + Higher share-based compensation
- Lower incentive-based cash compensation

#### Marketing, General, and Administrative

##### Q2 Q3 2024 vs. Q2 Q3 2023 and YTD 2024 vs. YTD 2023

Q3 2024 MG&A decreased increased by \$45 million \$43 million, or 3%, and YTD 2024 MG&A increased by \$251 million, or 6%, driven by the following:

- + Lower share-based compensation and incentive-based cash compensation Higher corporate spending, primarily driven by our IDM 2.0 transformation
- + Increase in corporate spending, primarily driven by our IDM 2.0 transformation Lower incentive-based cash compensation

##### YTD 2024 vs. YTD 2023

MG&A increased by \$208 million, or 8%, driven by the following:

- + Increase in corporate spending, primarily driven by our IDM 2.0 transformation and higher marketing expenses
- + Higher share-based compensation
- Lower incentive-based cash compensation

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## Restructuring and Other Charges

(In Millions)

(In Millions)

(In Millions)

Q2 2024

Q2 2023

YTD 2024

YTD 2023

Q3 2024

Q3 2023

YTD 2024

YTD 2023

Employee severance and benefit arrangements

Litigation charges and other

Litigation charges and other

Litigation charges and other

Asset impairment charges

**Total restructuring and other charges**

In Q3 2024, the 2024 Restructuring Plan was announced to implement cost-reduction measures, including reductions in employee headcount, other operating and non-operating expenditures and capital expenditures (see "Note 6: Restructuring and Other Charges" within Notes to Consolidated Condensed Financial Statements). We expect that our 2024 Restructuring Plan, in conjunction with other initiatives, will reduce our cost structure while we continue our investments to develop, manufacture, market, sell, and deliver process and product leadership initiatives in furtherance of our strategy. We expect actions pursuant to the 2024 Restructuring Plan to be substantially complete by the fourth quarter of 2025, but this is subject to change. Any changes to the estimates or timing will be reflected in our results of operations.

*Employee severance and benefit arrangements* includes charges of \$294 million in YTD Q3 2024 relating to the 2024 Restructuring Plan. Charges relating to other actions taken to streamline operations and to reduce costs were \$294 million in YTD 2024. The charges in Q3 2023 and YTD 2023 primarily related to the 2022 Restructuring Program, which was completed in Q1 2024.

*Litigation charges and other* includes a charge of \$780 million that we recorded in Q2 YTD 2024 arising out of the R2 litigation. In Q3 2023, we recorded a \$401 million charge for an EC-imposed fine. Refer to "Note 13, 14: Contingencies" within Notes to Consolidated Condensed Financial Statements for information about these items. Also, in Q3 2023, we incurred a \$353 million termination fee as we mutually agreed with Tower to terminate the agreement we entered into during 2022 to acquire Tower due to our inability to obtain required regulatory approvals in a timely manner.

*Asset impairment charges* in Q3 2024 primarily includes cash and non-cash charges associated with the 2024 Restructuring Plan, including \$442 million of non-cash impairments of construction in progress assets associated with our decision to exit and outsource manufacturing capabilities for certain internal test hardware; and \$86 million of non-cash impairments of operating leased assets and related leasehold improvements resulting from real estate consolidations and exits. Real estate consolidations and exits did not materially change our operating lease liabilities and may result in future cash outlays for facility restoration or the relocation of operations. In addition, we incurred non-cash impairments related to goodwill and acquired intangible assets of \$2.9 billion and \$3.1 billion in Q3 2024 and YTD 2024, respectively. Refer to "Note 10: Goodwill" and "Note 6: Restructuring and Other Charges" within Notes to Consolidated Condensed Financial Statements for further information on legal proceedings.

*Asset impairment charges* about these items includes a goodwill impairment loss of \$222 million in Q1 2024 related to our Intel Foundry reporting unit. Refer to "Note 2: Operating Segments" within Notes to Consolidated Condensed Financial Statements for further information.

## Gains (Losses) on Equity Investments and Interest and Other, Net

(In Millions)

(In Millions)

(In Millions)

Ongoing mark-to-market adjustments on marketable equity securities

Ongoing mark-to-market adjustments on marketable equity securities

Ongoing mark-to-market adjustments on marketable equity securities

Observable price adjustments on non-marketable equity securities

Observable price adjustments on non-marketable equity securities

Observable price adjustments on non-marketable equity securities

Impairment charges

Impairment charges

Impairment charges

Sale of equity investments and other

Sale of equity investments and other

Sale of equity investments and other

**Total gains (losses) on equity investments, net**

**Total gains (losses) on equity investments, net**

**Total gains (losses) on equity investments, net**

Interest and other, net

Interest and other, net

Interest and other, net

In Q2 2024, impairments and ongoing YTD 2024 losses resulted primarily from impairment charges of non-marketable securities and on-going mark-to-market losses for our interest in Montage Technology Co., were partially offset by ongoing mark-to-market gains for other marketable equity securities. For YTD 2024, we recognized a \$336 million initial fair value adjustment within sale of equity investments and other upon Astera Labs, Inc. shares becoming marketable, which was partially offset by impairments of marketable.

In Q3 2023 and ongoing mark-to-market losses for our interest in Montage Technology Co.

YTD 2023, gains losses were primarily driven by our interest in Montage Technology Co., Ltd and others, due to on-going mark to market losses on marketable equity securities.

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## Provision for (Benefit from) Taxes

(In Millions)	Q2 2024	Q2 2023	YTD 2024	YTD 2023
(\$ In Millions)	Q3 2024	Q3 2023	YTD 2024	YTD 2023
Income (loss) before taxes				
Provision for (benefit from) taxes				
Effective tax rate	Effective tax rate 17.5 %	280.5 %	23.2 %	34.4 %
	Effective tax rate (87.0) %	696.2 %	(61.6) %	51.4 %
In Q2 2024, we recognized established a benefit from taxes valuation allowance of \$9.9 billion as we applied a discrete non-cash tax expense against our year-to-date actual effective US deferred tax rate to assets. We assess the recoverability of our year-to-date measure deferred tax assets quarterly, weighing available positive and negative evidence. As a result of ordinary income (loss) before taxes, which reflects our jurisdictional mix of ordinary income and losses. Benefit from taxes assessment in Q2 2023 Q3 2024 represented, we determined it is more likely than not that the year-to-date true-up adjustment when deferred tax assets will not be recoverable based upon our three-year cumulative historical loss position as of September 28, 2024, largely resulting from the actual effective tax rate approach was adopted starting in asset impairment and restructuring and other charges incurred during the second quarter of quarter.				

2023. Our effective tax rate decreased provision for taxes increased in YTD 2024 compared to YTD 2023, primarily driven by the effects associated with the establishment of a higher proportion of valuation allowance against our income being taxed US deferred tax assets in non-US jurisdictions, Q3 2024. Additionally, our YTD 2024 provision for taxes and our YTD 2023 benefit from taxes included R&D tax credits, which provide a tax benefit based on our eligible R&D spending and are not dependent on income before taxes.

Our provision for, or benefit from, income taxes was for all periods presented were determined using the an actual annual effective tax rate, adjusted for discrete items, for all periods presented due if any, as we were unable to the variability make a reliable estimate of the our annual effective tax rate as a result of fluctuations in forecasted annual income and the effects of being taxed in multiple tax jurisdictions. We use the actual effective tax rate for the year-to-date period, adjusted for discrete items, if any, under certain circumstances where we are unable to make a reliable estimate of the annual effective tax rate.

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## Liquidity and Capital Resources

We consider the following when assessing our liquidity and capital resources:

(In Millions)	(In Millions)	Jun 29, 2024	Dec 30, 2023	(In Millions)	Sep 28, 2024	Dec 30, 2023
Cash and cash equivalents						
Short-term investments						
<b>Total cash and short-term investments</b>						
<b>Total cash and short-term investments</b>						
<b>Total cash and short-term investments</b>						
<b>Total debt</b>						
<b>Total debt</b>						
<b>Total debt</b>						

We believe we have sufficient sources of funding to meet our business requirements for the next 12 months and in the longer term. Cash generated by operations, and total cash and short-term investments as shown in the preceding table, are our primary sources of liquidity for funding our strategic business requirements. These sources are further supplemented by our committed credit facilities and other borrowing capacity and certain other Smart Capital initiatives that we have undertaken, including our Ireland SCIP transaction that closed in the second quarter of 2024 that resulted in \$11.0 billion of net cash inflows to us. Refer to us (see "Note 3: Non-Controlling Interests" within Notes to Consolidated Condensed Financial Statements for further information). Our short-term funding requirements include capital expenditures for worldwide manufacturing and assembly and test, including investments in our process technology roadmap; working capital requirements; requirements including cash outlays associated with the 2024 Restructuring Plan; non-controlling interest distributions; and potential acquisitions and strategic investments, and dividends. We expect reductions in operating expenditures, capital expenditures, and cost of sales as we implement after implementing our 2024 Restructuring Plan and related cost-reduction measures, including reductions in headcount, which are designed to accelerate profitable growth, enable further operational efficiency and agility and create capacity for sustained investment in technology and manufacturing leadership. Our long-term funding requirements incrementally contemplate investments in significant manufacturing expansion plans and investments to accelerate our process technology.

Our total cash and short-term investments and related cash flows may be affected by certain discretionary actions we may take with customers and suppliers to accelerate or delay certain cash receipts or payments to manage liquidity for our strategic business requirements. These actions can include, among others, negotiating with suppliers to optimize our payment terms and conditions, adjusting the timing of cash flows associated with customer sales programs and collections, managing inventory levels and purchasing practices, and selling certain of our accounts receivables on a non-recourse basis to third party financial institutions.

We expect to continue to benefit from government incentives. These incentives typically require that we make significant capital investments in new facilities or expand existing facilities, and our related workforce. To the extent we delay or cancel any incentives above such projects, such as the delays we announced during Q3 2024 to our current expectations would enable us projects in Germany, Poland and Malaysia, there may be a delay in our receipt of, or we may lose, the associated government incentives.

Recognizing the importance of prioritizing liquidity to increase support the pace and size of investments needed to execute our IDM 2.0 investments. Conversely, incentives below our expectations would increase our anticipated cash requirements and/or potentially curtail planned investments.

In July 2024 our Board of Directors declared a quarterly dividend of \$0.125 per share strategy, on the company's common stock, which will be payable on September 1, 2024, to stockholders of record as of August 7, 2024. On August 1, 2024, we announced our Board of Directors suspended the declaration of quarterly dividends on our common stock starting with in Q4 2024, recognizing the importance of prioritizing liquidity to support the investments needed to execute our strategy. The Board of Directors reiterated our long-term commitment to a competitive dividend as cash flows improve to sustainably higher levels.

In the first half of YTD 2024, we issued a total of \$2.6 billion aggregate principal amount of senior notes and remarketed \$438 million aggregate principal amount of other bonds for general corporate purposes, including, but not limited to, refinancing of outstanding debt and funding for working capital and capital expenditures. We In YTD 2024, we also expanded both our 5-year \$5.0 billion revolving credit facility agreement and our 364-day \$5.0 billion credit facility agreement, to \$7.0 billion and \$8.0 billion, respectively, and the maturity dates were extended to February 2029 and January 2025, respectively. We have other potential sources of liquidity including our commercial paper program and our automatic shelf registration statement on file with the SEC, pursuant to which we may offer an unspecified amount of debt, equity, and other securities. Under our commercial paper program, we have an ongoing authorization from our Board of Directors to borrow up to \$10.0 billion. As of June 29, 2024 September 28, 2024, we had \$3.2 billion of no commercial paper obligations outstanding and no outstanding borrowings on the revolving credit facilities. Refer to See "Note 10: 11: Borrowings" within Notes to Consolidated Condensed Financial Statements for further information.

We maintain a diverse investment portfolio that we continually analyze based on issuer, industry, and country. Substantially all of our investments in debt instruments were in investment-grade securities.

Cash flows from operating, investing and financing activities were as follows:

(In Millions)	(In Millions)	Jun 29, 2024	Jul 1, 2023	(In Millions)	Sep 28, 2024	Sep 30, 2023
				Six Months Ended		Nine Months Ended
Net cash provided by (used for) operating activities						
Net cash provided by (used for) investing activities						
Net cash provided by (used for) financing activities						
<b>Net increase (decrease) in cash and cash equivalents</b>						
<b>Net increase (decrease) in cash and cash equivalents</b>						
<b>Net increase (decrease) in cash and cash equivalents</b>						

## Operating Activities

Operating cash flows consist of net income (loss) adjusted for certain non-cash items and changes in certain assets and liabilities.

Cash provided by operations in the first **six nine** months of 2024 was **roughly flat lower** compared to the first **six nine** months of 2023 as we incurred a higher net loss that was **partially offset by more a higher amount of favorable operating cash flow adjustments, in each case** in the first **six nine** months of 2024 relative to the first **six nine** months of 2023.

## Investing Activities

Investing cash flows consist primarily of capital expenditures; investment purchases, sales, maturities, and disposals; and proceeds from capital-related government incentives.

Cash used for investing activities was **higher lower** in the first **six nine** months of 2024 compared to the first **six nine** months of 2023, primarily due to a reduction in cash flows **from used for the sales and maturities purchases** of short-term investments, **net of purchases**, and certain other cash **unfavorable investing activities** **lower capital additions, in each case** during the first **six months of 2024**. These **cash unfavorable movements in the first six months of 2024 were partially offset by lower capital additions and greater proceeds from capital related incentives during the first six nine months of 2024 relative to the first six nine months of 2023**.

## Financing Activities

Financing cash flows consist primarily of proceeds from strategic initiatives including partner contributions and equity-related issuances, issuance and repayment of short-term and long-term debt, and payment of dividends to stockholders.

Cash provided by financing activities was higher in the first **six nine** months of 2024 compared to the first **six nine** months of 2023, primarily due to higher SCIP partner contributions and reduced dividend payments. These **cash favorable activities** were partially offset by a **reduction in lower proceeds from our debt and commercial paper issuances, net of debt and commercial paper repayments; and the absence of proceeds from sales of subsidiary shares**; and certain other cash **unfavorable financing activities** in the first **six nine** months of **2024 compared to proceeds in the first six months of 2023, 2024**.

## Non-GAAP Financial Measures

In addition to disclosing financial results in accordance with US GAAP, this document contains references to the non-GAAP financial measures below. We believe these non-GAAP financial measures provide investors with useful supplemental information about our operating performance, enable comparison of financial trends and results between periods where certain items may vary independent of business performance, and allow for greater transparency with respect to key metrics used by management in operating our business and measuring our performance. These non-GAAP financial measures are used in our performance-based RSUs and our cash bonus plans.

Our non-GAAP financial measures reflect adjustments based on one or more of the following items, as well as the related **effects to income tax taxes and net income (loss) attributable to non-controlling interests** effects. Income tax effects are calculated using a fixed long-term projected tax rate of 13% across all adjustments. We project this long-term non-GAAP tax rate on at least an annual basis using a five-year non-GAAP financial projection that excludes the income tax effects of each adjustment. The projected non-GAAP tax rate also considers factors such as our tax structure, our tax positions in various jurisdictions, and key legislation in significant jurisdictions where we operate. This long-term non-GAAP tax rate may be subject to change for a variety of reasons, including the rapidly evolving global tax environment, significant changes in our geographic earnings mix, or changes to our strategy or business operations. Management uses this non-GAAP tax rate in managing internal short- and long-term operating plans and in evaluating our performance; we believe this approach facilitates comparison of our operating results and provides useful evaluation of our current

operating performance. Non-GAAP adjustments attributable to non-controlling interests are calculated by adjusting for the minority stockholder portion of non-GAAP adjustments we make for relevant acquisition-related costs, share-based compensation, restructuring and other charges, and income tax effects, as applicable to each majority-owned subsidiary.

Our non-GAAP financial measures should not be considered a substitute for, or superior to, financial measures calculated in accordance with US GAAP, and the financial results calculated in accordance with US GAAP and reconciliations from these results should be carefully evaluated.

Non-GAAP adjustment or measure	Definition	Usefulness to management and investors
Acquisition-related adjustments	Amortization of acquisition-related intangible assets consists of amortization of intangible assets such as developed technology, brands, and customer relationships acquired in connection with business combinations. Charges related to the amortization of these intangibles are recorded within both cost of sales and MG&A in our US GAAP financial statements. Amortization charges are recorded over the estimated useful life of the related acquired intangible asset, and thus are generally recorded over multiple years.	We exclude amortization charges for our acquisition-related intangible assets for purposes of calculating certain non-GAAP measures because these charges are inconsistent in size and are significantly impacted by the timing and valuation of our acquisitions. These adjustments facilitate a useful evaluation of our current operating performance and comparison to our past operating performance and provide investors with additional means to evaluate cost and expense trends.
Share-based compensation	Share-based compensation consists of charges related to our employee equity incentive plans.	We exclude charges related to share-based compensation for purposes of calculating certain non-GAAP measures because we believe these adjustments provide comparability to peer company results and because these charges are not viewed by management as part of our core operating performance. We believe these adjustments provide investors with a useful view, through the eyes of management, of our core business model, how management currently evaluates core operational performance, and additional means to evaluate expense trends, including in comparison to other peer companies.

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Restructuring and other charges	<p>Restructuring charges are costs associated with a restructuring plan and are primarily related to employee severance and benefit arrangements. Q3 2024 includes charges associated with the 2024 Restructuring Plan primarily comprised of cash-based employee severance and benefit arrangements, and cash and non-cash charges related to real estate exits and consolidations, as well as non-cash construction in progress asset impairments resulting from business exit activities. Other charges include periodic goodwill and asset impairments, and other costs associated with restructuring activity. Q2 certain non-core activities. Q3 2024 includes non-cash charges resulting from the impairment of goodwill and certain acquired intangible assets. Q3 2023 includes two legal related fees, which we do not expect to recur, relating to an EC-imposed fine and a charge arising out of the R2 litigation, termination fee relating to Tower.</p>	<p>We exclude restructuring and other charges, including any adjustments to charges recorded in prior periods, for purposes of calculating certain non-GAAP measures because these costs do not reflect our core operating performance. These adjustments facilitate a useful evaluation of our core operating performance and comparisons to past operating results and provide investors with additional means to evaluate expense trends.</p>
(Gains) losses on equity investments, net	<p>(Gains) losses on equity investments, net consists of ongoing mark-to-market adjustments on marketable equity securities, observable price adjustments on non-marketable equity securities, related impairment charges, and the gains (losses) from the sale of equity investments and other.</p>	<p>We exclude these non-operating gains and losses for purposes of calculating certain non-GAAP measures because it provides comparability between periods. The exclusion reflects how management evaluates the core operations of the business.</p>

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(Gains) losses from divestiture	(Gains) losses are recognized at the close of a divestiture, or over a specified deferral period when deferred consideration is received at the time of closing. Based on our ongoing obligation under the NAND wafer manufacturing and sale agreement entered into in connection with the first closing of the sale of our NAND memory business on December 29, 2021, a portion of the initial closing consideration was deferred and will be recognized between first and second closing.	We exclude gains or losses resulting from divestitures for purposes of calculating certain non-GAAP measures because they do not reflect our current operating performance. These adjustments facilitate a useful evaluation of our current operating performance and comparisons to past operating results.
Deferred tax assets valuation allowances	A non-cash charge recorded to provision for (benefit from) income taxes related to a discreet valuation allowance recorded against our US deferred tax assets.	We excluded a discrete non-cash charge in Q3 2024 related to a valuation allowance established against our US deferred tax assets due to a historical cumulative loss for GAAP purposes. We excluded the discreet valuation allowance when calculating certain non-GAAP measures as there is no such historical cumulative loss on a non-GAAP basis; and because of the size of the charge, the adjustment facilitates a useful evaluation of our core operating performance and comparisons to our past operating results.
Adjusted free cash flow	We reference a non-GAAP financial measure of adjusted free cash flow, which is used by management when assessing our sources of liquidity, capital resources, and quality of earnings. Adjusted free cash flow is operating cash flow adjusted for (1) additions to purchases of property, plant, and equipment, including purchases where the vendor has extended payment terms to us, net of proceeds from capital-related government incentives and partner contributions, and (2) payments on finance leases.	This non-GAAP financial measure is helpful in understanding our capital requirements and sources of liquidity by providing an additional means to evaluate the cash flow trends of our business.


  
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Following are the reconciliations of our most comparable US GAAP measures to our non-GAAP measures presented:

	Three Months Ended
	Three Months Ended
	Three Months Ended
	Jun 29, 2024
	Jun 29, 2024
	Jun 29, 2024
	Sep 28, 2024
	Sep 28, 2024
	Sep 28, 2024
<b>Gross margin percentage</b>	
<b>Gross margin percentage</b>	
<b>Gross margin percentage</b>	

Acquisition-related adjustments  
 Acquisition-related adjustments  
 Acquisition-related adjustments  
 Share-based compensation  
 Share-based compensation  
 Share-based compensation  
**Non-GAAP gross margin percentage**  
**Non-GAAP gross margin percentage**  
**Non-GAAP gross margin percentage**  
**Earnings (loss) per share attributable to Intel—diluted**  
**Earnings (loss) per share attributable to Intel—diluted**  
**Earnings (loss) per share attributable to Intel—diluted**  
 Acquisition-related adjustments  
 Acquisition-related adjustments  
 Acquisition-related adjustments  
 Share-based compensation  
 Share-based compensation  
 Share-based compensation  
 Restructuring and other charges  
 Restructuring and other charges  
 Restructuring and other charges  
 (Gains) losses on equity investments, net  
 (Gains) losses on equity investments, net  
 (Gains) losses on equity investments, net  
 (Gains) losses from divestiture  
 (Gains) losses from divestiture  
 (Gains) losses from divestiture  
 Adjustments attributable to non-controlling interest  
 Adjustments attributable to non-controlling interest  
 Adjustments attributable to non-controlling interest  
 Deferred tax assets valuation allowances  
 Deferred tax assets valuation allowances  
 Deferred tax assets valuation allowances  
 Income tax effects  
 Income tax effects  
 Income tax effects  
**Non-GAAP earnings per share attributable to Intel—diluted**  
**Non-GAAP earnings per share attributable to Intel—diluted**  
**Non-GAAP earnings per share attributable to Intel—diluted**

(In Millions)	Six Months Ended		Nine Months Ended		
	Jun 29, 2024	Jul 1, 2023	(In Millions)	Sep 28, 2024	Sep 30, 2023
<b>Net cash provided by (used for) operating activities</b>					
Net partner contributions and incentives received (cash expended) for property plant and equipment					
Net purchase of property, plant, and equipment					
Payments on finance leases					
<b>Adjusted free cash flow</b>					
Adjusted free cash flow					
Adjusted free cash flow					
Net cash provided by (used for) investing activities					
Net cash provided by (used for) investing activities					
Net cash provided by (used for) investing activities					
Net cash provided by (used for) financing activities					

## Risk Factors and Other Key Information

### Risk Factors

The risks described in "Risk Factors" within Other Key Information in our 2023 Form 10-K could materially and adversely affect our business, financial condition, and results of operations, and the trading price of our common stock could decline. These risk factors do not identify all risks that we face—our operations could also be affected by factors that are not presently known to us or that we currently consider to be immaterial to our operations. Due to risks and uncertainties, known and unknown, our past financial results may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. Refer also to the other information set forth in this Form 10-Q, including in the Forward-Looking Statements, MD&A, and the Consolidated Condensed Financial Statements and Supplemental Details sections.

### Form 8-K Disclosable Events

On July 30, 2024, our Board of Directors approved the adoption of the Intel Corporation Executive Severance Plan, effective as of August 1, 2024. The plan provides that certain senior executives, including the company's named executive officers other than its CEO, are eligible to receive severance payments and benefits in the event of a termination of employment by the company without cause (as defined in the plan). Subject to the execution and non-revocation of a release of claims in favor of the company, such named executive officers are eligible to receive the following severance payments and benefits:

- a cash payment equal to 1.5 times the sum of base salary and target annual bonus opportunity, payable in installments over an 18-month period following termination of employment in accordance with the company's payroll practices;
- an additional lump sum payment approximately equal to 18 months of the monthly premium for participation in the company's group health plans;
- pro-rated vesting of eligible restricted stock units and eligible performance stock units based on the number of whole months of employment during the vesting period; provided that the vesting of time-based equity awards will accelerate at the time of termination of employment and performance-based equity awards will vest based on actual performance results at the end of the applicable performance period; and
- outplacement services at the company's expense for up to 18 months.

The foregoing summary of the plan does not purport to be complete and is qualified in its entirety by reference to the full text of the plan, a copy of which is filed as Exhibit 10.3 hereto.

### Quantitative and Qualitative Disclosures About Market Risk

We are affected by changes in currency exchange and interest rates, as well as equity and commodity prices. Our risk management programs are designed to reduce, but may not entirely eliminate, the impacts of these risks. For a discussion about market risk and sensitivity analysis related to changes in currency exchange rates, interest rates, equity prices, and commodity prices refer to "Quantitative and Qualitative Disclosures About Market Risk" within MD&A in our 2023 Form 10-K.

### Controls and Procedures

#### Inherent Limitations on Effectiveness of Controls

Our management, including the principal executive officer and principal financial officer, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected.

#### Evaluation of Disclosure Controls and Procedures

Based on management's evaluation (with the participation of our principal executive officer and principal financial officer), as of the end of the period covered by this report, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), were effective to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and is accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.



#### Changes in Internal Control Over Financial Reporting

There were no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended **June 29, 2024** September 28, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### Issuer Purchases of Equity Securities

We have an ongoing authorization, originally approved by our Board of Directors in 2005 and subsequently amended, to repurchase shares of our common stock in open market or negotiated transactions. No shares were repurchased during the quarter ending **June 29, 2024** September 28, 2024. As of **June 29, 2024** September 28, 2024, we were authorized to repurchase up to \$110.0 billion, of which \$7.2 billion remained available.

We issue RSUs as part of our equity incentive plans. In our Consolidated Condensed Financial Statements, we treat shares of common stock withheld for tax purposes on behalf of our employees in connection with the vesting of RSUs as common stock repurchases because they reduce the number of shares that would have been issued upon vesting. These withheld shares of common stock are not considered common stock repurchases under our authorized common stock repurchase program.

#### Rule 10b5-1 Trading Arrangements

Our directors and officers (as defined in Rule 16a-1 under the Exchange Act) may from time to time enter into plans or other arrangements for the purchase or sale of our shares that are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or may represent a non-Rule 10b5-1 trading arrangement under the Exchange Act. During the quarter ended **June 29, 2024** September 28, 2024, no such plans or arrangements were adopted or terminated, including by modification.



#### Disclosure Pursuant to Section 13(r) of the Securities Exchange Act of 1934

Section 13(r) of the Exchange Act requires an issuer to disclose certain information in its periodic reports if it or any of its affiliates knowingly engaged in certain activities, transactions, or dealings with individuals or entities subject to specific US economic sanctions during the reporting period, even when the activities, transactions, or dealings are conducted in compliance with applicable law. On March 2, 2021, the US Secretary of State designated the Federal Security Service of the Russian Federation (FSB) as a party subject to one such sanction. Though Intel has suspended sales in Russia, there may be a need to file documents or engage with FSB as Intel winds up our local Russian offices. All such dealings are explicitly authorized by General License 1B issued by the US Department of the Treasury's Office of Foreign Assets Control (OFAC), and there are no gross revenues or net profits directly associated with any such dealings by us with the FSB.

On April 15, 2021, the US Department of the Treasury designated Pozitiv Teknolodzhiz, AO (Positive Technologies), a Russian IT security firm, as a party subject to one of the sanctions specified in Section 13(r). Prior to the designation, we communicated with Positive Technologies regarding its IT security research and coordinated disclosure of security vulnerabilities identified by the firm. Based on a license issued by OFAC, we resumed such communications. There are no gross revenues or net profits directly associated with any such activities. We plan to continue these communications in accordance with the terms and conditions of the OFAC license.

## Exhibits

Incorporated by Reference						Filed or Furnished Herewith
Exhibit Number	Exhibit Description	Form	File Number	Exhibit	Filing Date	
3.1	<u>Corrected Third Restated Certificate of Incorporation of Intel Corporation, dated October 23, 2023</u>	10-Q	000-06217	3.1	10/27/2023	
3.2	<u>Intel Corporation Bylaws, as amended and restated on November 29, 2023</u>	8-K	000-06217	3.2	12/5/2023	
10.1	<u>Purchase and Sale Agreement, dated as of June 4, 2024, by and among Intel Ireland Limited, Grange Newco LLC, and AP Grange Holdings, LLC</u>	8-K	000-06217	10.1	6/4/2024	
10.2	<u>Form of Amended and Restated Limited Liability Company Agreement of Grange Newco LLC by and among Grange Newco LLC, Intel Ireland Limited and AP Grange Holdings, LLC</u>	8-K	000-06217	10.2	6/4/2024	
10.3†	<u>Executive Severance Plan of Intel Corporation dated August 1, 2024</u>					X
31.1	<u>Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act</u>					X
31.2	<u>Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act</u>					X
32.1	<u>Certification of the Chief Executive Officer and the Chief Financial Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350</u>					X
101	Inline XBRL Document Set for the consolidated condensed financial statements and accompanying notes in Consolidated Condensed Financial Statements and Supplemental Details					X
104	Cover Page Interactive Data File - formatted in Inline XBRL and included as Exhibit 101					X

Incorporated by Reference						Filed or Furnished Herewith
Exhibit Number	Exhibit Description	Form	File Number	Exhibit	Filing Date	
3.1	<u>Corrected Third Restated Certificate of Incorporation of Intel Corporation, dated October 23, 2023</u>	10-Q	000-06217	3.1	10/27/2023	
3.2	<u>Intel Corporation Bylaws, as amended and restated on November 29, 2023</u>	8-K	000-06217	3.2	12/5/2023	
10.1†	<u>Altera Corporation 2024 Equity Incentive Plan</u>					X
10.2†	<u>Form of Altera Corporation Restricted Stock Unit Agreement (for Long-Term Incentive Awards for senior executives of Altera Corporation)</u>					X
10.3†	<u>Form of Altera Corporation Restricted Stock Unit Agreement (for Staking Grants for senior executives of Altera Corporation)</u>					X
10.4†	<u>Form of Altera Corporation Performance-Based Restricted Stock Unit Agreement (for Long-Term Incentive Awards for senior executives of Altera Corporation)</u>					X
10.5†	<u>Form of Altera Corporation Performance-Based Restricted Stock Unit Agreement (for Staking Grants for senior executives of Altera Corporation)</u>					X

31.1	<u>Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act</u>	X
31.2	<u>Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act</u>	X
32.1	<u>Certification of the Chief Executive Officer and the Chief Financial Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350</u>	X
101	Inline XBRL Document Set for the consolidated condensed financial statements and accompanying notes in Consolidated Condensed Financial Statements and Supplemental Details	X
104	Cover Page Interactive Data File - formatted in Inline XBRL and included as Exhibit 101	X

<sup>†</sup> Management contracts or compensation plans or arrangements in which directors or executive officers are eligible to participate.

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	Critical accounting estimates	Page <u>25</u> <u>27</u>
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Item 4.	<b>Mine Safety Disclosures</b>	Not applicable
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## Signatures

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.

INTEL CORPORATION  
(Registrant)

Date: **August 1, October 31, 2024**

By: **/s/ DAVID ZINSNER**

David Zinsner  
Executive Vice President, Chief Financial Officer, and  
Principal Financial Officer

Date: **August 1, October 31, 2024**

By: **/s/ SCOTT GAWEL**

Scott Gawel  
Corporate Vice President, Chief Accounting Officer, and  
Principal Accounting Officer

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Exhibit **10.3 10.1**

**INTEL**

**ALTERA CORPORATION**

**EXECUTIVE SEVERANCE**

**2024 EQUITY INCENTIVE PLAN**

### 1. PURPOSE

The **Intel** purpose of this Plan is to advance the interests of Altera Corporation, **Executive Severance Plan** (this is a Delaware corporation (the "Plan Corporation") has been established, by **Intel** stimulating the efforts of Employees, Outside Directors and Consultants who are selected to be Participants on behalf of the Corporation, ("**Intel**" or aligning the "**Company**") long-term interests of Participants with those of stockholders, heightening the desire of Participants to continue in working toward and contributing to the success of the Corporation, assisting the Corporation in competing effectively with other enterprises for the purposes services of securing new employees necessary for the continued improvement of operations, and to attract, motivate and retain the best available individuals for service to the Corporation. This Plan permits the grant of certain senior executives stock options,

stock appreciation rights, restricted stock, restricted stock units and cash awards, each of which shall be subject to such conditions based upon continued employment or service, passage of time or satisfaction of performance criteria as shall be specified pursuant to the Company and providing these executives with certain benefits in the event of a Covered Termination (as defined below). Plan.

## 2. DEFINITIONS

1. (a) **Accrued Obligations Award** shall mean (i) means a stock option, stock appreciation right, restricted stock, restricted stock unit or cash award granted to a Participant pursuant to the Participant's base salary earned but unpaid through Plan.

a. **Award Agreement** means the date of termination, (ii) document(s) evidencing an Award.

a. **Beneficial Owner** (or any accrued but unused vacation and sabbatical earned through variant thereof) has the date of termination, if applicable, (iii) any unreimbursed expenses incurred through meaning defined in Rule 13d-3 under the date of termination (subject to submission by the Participant of supporting documentation by the date of termination) in accordance with Company policy, and (iv) any other amounts that are required to be paid, or to which the Participant is entitled, under any plan, contract, or arrangement of the Company as of the end of the Participant's employment, excluding any severance or termination plans, policies, and arrangements. Exchange Act.

2. a. **Board of Directors** shall mean means the Board of Directors of the Company Corporation.

3. a. **Cause Change in Control** shall mean the Participant's (i) commission of means an act of material fraud or dishonesty against the Company; (ii) intentional refusal or willful failure to substantially carry out the lawful and reasonable instructions event set forth in any one of the Board following paragraphs shall have occurred:

i. any Person (or any group of Persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act), is or Intel's Chief Executive Officer (other than becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any such failure resulting securities acquired directly from the Participant's disability); (iii) conviction Corporation or its affiliates) representing fifty percent (50%) or more of or guilty plea or "no contest" plea to, the combined voting power of the Corporation's then outstanding securities, excluding any Person who becomes such a felony or conviction of, or guilty plea or "no contest" plea to, a misdemeanor involving moral turpitude; (iv) gross misconduct Beneficial Owner in connection with a transaction described in clause (I) of paragraph (3) below;

i. following the performance closing date of the Participant's duties; (v) improper disclosure of confidential information or a material violation of a policy first sale to the general public of the Company or Shares pursuant to a registration statement filed with and declared effective by the Company's Code of Conduct; (vi) breach or misrepresentation under any intellectual property, invention assignment, confidentiality, or proprietary information agreement to which the Company is a party; (vii) failure to reasonably cooperate with the Company in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action under the Securities Act (the "Registration Date"), the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board of Directors: individuals who, on the Registration Date, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or otherwise being disqualified from serving threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board of Directors or nomination for election by the Corporation's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Registration Date or whose appointment, election or nomination for election was previously so approved or recommended;

i. there is consummated a merger or consolidation of the Corporation or any direct or indirect Subsidiary with any other corporation or other entity, other than (I) a merger or consolidation (A) which results in the Participant's job voting securities of the Corporation outstanding immediately prior to such merger or (viii) breach consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of duty the surviving entity or any parent thereof), in combination with the ownership of loyalty any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or any Subsidiary, more than fifty percent (50%) of the combined voting power of the securities of the Corporation or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) immediately following which the individuals who comprise the Board of Directors immediately prior thereto constitute at least a majority of the board of directors of the Corporation, the entity surviving such merger or

consolidation or, if the Corporation or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Corporation (not including in the securities beneficially owned by such Person any securities acquired directly from the Corporation or its affiliates) representing fifty percent (50%) or more of the combined voting power of the Corporation's then outstanding securities; or

- i. the stockholders of the Corporation approve a plan of complete liquidation or dissolution of the Corporation or there is consummated an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation's assets, other than (A) a sale or disposition by the Corporation of all or substantially all of the Corporation's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Corporation following the completion of such transaction in substantially the same proportions as their ownership of the Corporation immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Corporation's assets immediately following which the individuals who comprise the Board of Directors immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, no bona fide financing transaction shall constitute a Change in Control for the purposes of this definition, nor shall a Change in Control include any transaction or series of related transactions that the Board of Directors (or, as applicable, the Committee) determines shall not constitute a Change in Control, and the Board of Director's (or, as applicable, the Committee's) determination shall be final, binding and conclusive.

Notwithstanding the foregoing, for each Award that constitutes deferred compensation under Section 409A of the Code, and to the Company. Prior extent required to termination for Cause, Intel shall provide thirty (30) days prior written notice avoid accelerated taxation and/or tax penalties under Section 409A of the grounds for Cause and give Code, a Change in Control shall be deemed to have occurred under the Participant an opportunity within (and including all of) those thirty (30) days Plan with respect to cure such Award only if a change in the alleged breach. If ownership or effective control of the breach is substantially cured during such period, Cause Corporation or a change in ownership of a substantial portion of the assets of the Corporation shall not exist on account also be deemed to have occurred under Section 409A of such breach, the Code.

- 4. **"COBRA"** shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the rules, regulations, or other interpretive guidance promulgated thereunder, as well as any successor laws in replacement thereof.
- 5. a. **"Code"** shall mean the Internal Revenue Code of 1986, as such is amended from time to time, and any reference to a section of the Code shall include any successor provision of the Code.
- 6. a. **"Committee"** shall mean the Talent and Compensation Committee of the Board, or such other committee appointed by the Board of Directors from among its members to administer this Plan.
- 7. **"Covered Termination"** shall mean any termination the Plan pursuant to Section 3 (or the Board of a Participant's employment initiated by Directors acting as the Company or any of its Subsidiaries (other than an Excluded Subsidiary) other than for Cause. A Covered Termination does not include any termination due to the Participant's death or disability nor any termination initiated by the Participant for any reason. A Covered Termination shall not occur solely as a result of (i) a transfer Committee).
- a. **"Consultant"** means any person, including any adviser, engaged by the Corporation, or any Subsidiary of employment the Corporation, or prior to the Transition Date, engaged by Intel Corporation and its Subsidiaries other than the Corporation and any Subsidiary of the Corporation (referred to herein as "Intel") to render services to such entity if the person or adviser: (i) renders bona fide services to the Corporation or the Subsidiary (or prior to the Transition Date, rendered services to Intel with respect to the Corporation (formerly known as Intel's Programmable Solutions Group business unit)); (ii) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Corporation's securities; and (iii) is a natural person.
- a. **"Disability"** will mean a physical condition arising from an illness or injury, which renders the Participant remains incapable of performing work in her or her regular occupation, as determined by the Corporation. The Participant's regular occupation is the occupation he or she routinely performs at the time the Participant's Disability began.
- a. **"Employee"** means any person employed by the Company Corporation, any Subsidiary of the Corporation, or one if prior to the Transition Date, Intel, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its Subsidiaries (including an Excluded Subsidiary), or (ii) discretion, subject to any requirements of the provisions of Section 13(a), Code or the sale, transfer, or other disaffiliation of one or more Subsidiaries in which the Participant remains employed applicable law. The payment by the Company or the Subsidiary, or the transfer of employment Corporation of a Participant to a third party in connection with a sale, transfer, or other disaffiliation of the assets or business of the Company or any of its Subsidiaries. In the event a Participant's employment is transferred from the Company director's fee to an Excluded Subsidiary, the individual shall no longer be eligible to be a Participant in this Plan or receive any of the Severance Benefits as of the effective date of the transfer of employment, and such transfer of employment Outside Director shall not be deemed a Covered Termination under this Plan, sufficient to constitute "employment" of such Director by the Corporation.
- 8. a. **"Date of Termination Exchange Act"** shall mean the effective Securities Exchange Act of 1934, as amended from time to time, and any reference to a section of the Exchange Act shall include any successor provision of the Exchange Act.
- a. **"Fair Market Value"** means, as of any date, the value of Shares determined as follows: (i) if the common stock of the Corporation is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of the Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in The Wall Street Journal or such other source as the Committee deems reliable;

(ii) if the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Participant's Covered Termination Share will be the mean between the high bid and low asked prices for the common stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or (iii) if there is not an established market for the common stock, the Fair Market Value will be determined in good faith by the Committee.

9. a. **Effective Date Outside Director** shall mean August 1, 2024, a member of the Board of Directors who is not otherwise an employee of the Corporation.

10. a. "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code, or any successor provision.

a. **Eligibility Date Participants** shall mean with respect to each Participant, whom Awards have been granted from time to time and any authorized transferee of such individuals.

a. "Performance Award" means an Award the date on grant, issuance, retention, vesting and/or settlement of which the employee was hired is subject to satisfaction of one or promoted to a role that is eligible to be a Participant in this Plan. For all executives more of the Company employed Performance Criteria specified in a position on the Effective Date that makes the executive eligible to be a Participant, the Eligibility Date shall mean the Effective Date.

11. **Eligible RSUs** shall mean Intel restricted stock units awarded to a Participant (i) as part of the Participant's annual long-term incentive equity awards under an Equity Plan that are subject solely to time-based vesting and that were granted to the Participant (A) after the Participant's Eligibility Date and (B) more than one year prior to the Participant's Date of Termination, or (ii) as Make-Whole Awards that are subject solely to time-based vesting and that were granted to the Participant after the Participant's Eligibility Date, unless excluded in accordance with the requirements of the last sentence of Section 5(a) of this Plan.

12. **Eligible PSUs** shall mean Intel performance-based restricted stock units or performance stock units awarded to a Participant (i) as part of the Participant's annual long-term incentive equity awards under an Equity Plan that were granted to the Participant (A) after the Participant's Eligibility Date and (B) more than one year prior to the Participant's Date of Termination, or (ii) as Make-Whole Awards that were granted to the Participant after the Participant's Eligibility Date, unless excluded in accordance with the requirements of the last sentence of Section 5(a) of this Plan.

13. **Equity Plans** shall mean the Intel Corporation 2006 Equity Incentive Plan and the Intel Corporation 2021 Inducement Plan, each as amended, and any other current or future equity-based incentive plan or arrangement adopted by the Company, but excluding the Intel Corporation 2006 Employee Stock Purchase Plan 10(b) or any other plan intended to be qualified under Code Section 423.

14. **Excluded Employees** shall mean any employees employed with an Excluded Subsidiary or employees with an agreement or offer letter in place on or after the Effective Date that provides that such employee is an executive of an Excluded Subsidiary or the employee's employment will be transferred to an Excluded Subsidiary performance criteria.

15. a. **Excluded Subsidiaries Person** shall mean has the Subsidiaries (and any subsidiaries thereof) set forth on Exhibit B.

16. **ERISA** shall mean meaning given in Section 3(a)(9) of the Employee Retirement Income Security Exchange Act, of 1974, as amended.

17. **Make-Whole Awards** shall mean Intel restricted stock units or performance stock units granted to a Participant under an Equity Plan at the time the Participant was hired that are designated by the Company as "Make-Whole" awards.

18. **Outplacement Period** shall mean the period following a Participant's Date of Termination for which the applicable Participant is eligible for outplacement services, with the duration as set forth on Exhibit A, modified and used in Sections 13(d) and 14(d) thereof.

19. **Participant** shall mean any employee of the Company or its Subsidiaries, other than an Excluded Subsidiary, whose position is designated by the Company as grade 14 through 17, other than the Excluded Employees or as otherwise determined by the Committee.

20. a. "Plan" means this Intel Altera Corporation Executive Severance Plan, 2024 Equity Incentive Plan.

a. **Securities Act** means the Securities Act of 1933, as amended, from time to time, and the rules and regulations thereunder.

21. a. **Severance Multiplier Share** shall mean a share of common stock, \$0.001 par value, of the multiplier applicable to a Participant Corporation or the number and kind of shares of stock or other securities which shall be substituted or adjusted for such shares as set forth on Exhibit A, provided in Section 11.

22. **Severance Period** shall mean the period following a Participant's Date of Termination with a duration set forth on Exhibit A.

23. a. **Subsidiary** shall mean means any corporation or entity in which Intel the Corporation owns or controls, directly or indirectly, fifty percent (50%) or more of the voting power or economic interests of such corporation or entity.

24. a. **Target Annual Bonus Opportunity** shall mean the Participant's target annual cash bonus opportunity as in effect for the year in which the Participant's termination of employment occurs.

25. **"Termination Arrangement Transition Date"** shall mean, means January 1, 2025, or such other than this Plan, any agreement or contract with the Company or any Subsidiary thereof, or any plan, policy, program, or other arrangement adopted or established date as determined by the Company or a Subsidiary or under Board of Directors that the WARN Act or other applicable law providing for payments Employees aligned to the Corporation (formerly known as Intel's Programmable Solutions Group business unit) transition from Intel to the Company or its Subsidiaries due to a termination of employment, Corporation.

26. **"WARN Act"** shall mean the federal Worker Adjustment and Retraining Notification Act and any other comparable law applicable under the laws of any state or foreign jurisdiction.

### **3. ADMINISTRATION**

#### **3. (a) ADMINISTRATION**

1. **Composition of Committee.** This Plan shall be administered by the Committee or prior to the date the Corporation becomes subject to the reporting requirements of Rule 13 or 15(d) of the Exchange Act, the Board of Directors. Effective as of the date the Corporation becomes subject to the reporting requirements of Rule 13 or 15(d) of the Exchange Act, the Committee shall consist of two or more Outside Directors who shall be appointed by the Board of Directors. The Board of Directors shall fill vacancies on the Committee and may from time to time remove or add members of the Committee. The Board of Directors, in its sole discretion, may exercise any authority of the Committee under this Plan in lieu of the Committee's exercise thereof, and absolute discretion, in such instances references herein to the Committee shall refer to the Board of Directors.

(b) **Delegation and Administration.** The Committee may delegate to one or more separate committees (any such committee a "Subcommittee") composed of one or more directors of the Corporation (who may but need not be members of the Committee) the ability to grant Awards and take the other actions described in Section 3(c) with respect to Participants who are not executive officers, and such actions shall be treated for all determinations purposes as if taken by the Committee. The Committee may delegate to a Subcommittee of one or more officers of the Corporation the ability to grant Awards and take the other actions described in Section 3(c) with respect to Participants (other than any such officers themselves) who are not directors or executive officers, provided however that the resolution so authorizing such officer(s) shall specify the total number of Shares, rights or options such Subcommittee may so award, and such actions shall be treated for all purposes as if taken by the Committee. Any action by any such Subcommittee within the scope of such delegation shall be deemed for all purposes to have been taken by the Committee, and references in this Plan to the Committee shall include any such Subcommittee. The Committee may delegate the day to day administration of the Plan to an officer or officers of the Corporation or one or more agents, and such administrator(s) may have the authority to execute and distribute agreements or other documents evidencing or relating to Awards granted by the Committee under this Plan, to maintain records relating to the grant, vesting, exercise, forfeiture or expiration of Awards, to process or oversee the issuance of Shares upon the exercise, vesting and/or settlement of an Award, to interpret the terms of Awards and to take such other actions as the Committee may specify. Any action by any such administrator within the scope of its delegation shall be deemed for

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all purposes to have been taken by the Committee and references in this Plan to the Committee shall include any such administrator, provided that the actions and interpretations of any such administrator shall be subject to review and approval, disapproval or modification by the Committee.

(c) **Powers of the Committee.** Subject to the express provisions and limitations set forth in this Plan, the Committee shall be final, binding, authorized and conclusive on empowered to do all parties and be given the maximum possible deference allowed by law. In the event of any conflict or inconsistency between another document and the terms of this Plan, the terms and conditions of this Plan shall govern and control.

2. The Committee shall have the authority, consistent with the terms of this Plan, to (i) determine the terms and conditions relating to the Severance Benefits (defined below), if any, (ii) interpret, administer, reconcile any inconsistency, correct any defect, and/or supply any omission in this Plan, (iii) establish, amend, suspend, or waive any rules and procedures with respect to this Plan, and (iv) make any other determination and take any other action that the Committee deems things necessary or desirable, for in its sole discretion, in connection with the administration of this Plan, including, without limitation, the timing and amount of payments, following:

#### **4. SEVERANCE BENEFITS**

In (i) to prescribe, amend, and rescind rules and regulations relating to the Plan, including the forms of Award Agreement and manner of acceptance of an Award, and to take or approve such further actions as it determines necessary or appropriate to the administration of the Plan and Awards, such as correcting a defect or supplying any omission, or reconciling any inconsistency so that the Plan or any Award Agreement complies with applicable law, regulations and listing requirements and so as to avoid unanticipated consequences or address unanticipated events (including any temporary closure of an applicable stock exchange or a national market system upon which Shares are traded, disruption of communications or natural catastrophe) deemed by the Committee to be inconsistent with the purposes of the Plan or any Award Agreement, provided that no such action shall be taken absent stockholder approval to the extent required under Section 13;

(ii) to determine which persons are eligible to be Participants, to which of such persons, if any, Awards shall be granted hereunder and the timing of any such Awards, and to grant Awards;

(iii) to grant Awards to Participants and determine the terms and conditions thereof, including the number of Shares subject to Awards and the exercise or purchase price of such Shares and the circumstances under which Awards become exercisable or vested or are forfeited or expire, which terms may but need not be conditioned upon the passage of time, continued employment or service, the satisfaction of performance criteria, the occurrence of certain events, or other factors;

(iv) to establish or verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting and/or ability to retain any Award;

(v) to prescribe and amend the terms of the agreements or other documents evidencing Awards made under this Plan (which need not be identical);

(vi) to determine whether, and the extent to which, adjustments are required pursuant to Section 11;

(vii) to cancel any Award, without consideration and without requirement of the consent of the Participant to whom such Award has been granted, in the event that the Committee has determined that such Award is without any economic value in excess of nominal or par value or prospect of future value;

(viii) to interpret and construe this Plan, any rules and regulations under this Plan and the terms and conditions of any Award granted hereunder, and to make exceptions to any such provisions in good faith and for the benefit of the Corporation; and

(ix) to make all other determinations deemed necessary or advisable for the administration of this Plan.

(d) *Effect of Change in Status.* The Committee shall have the discretion to determine the effect upon an Award and upon an individual's status as an Employee or other service provider under the Plan (including whether a Participant shall be deemed to have experienced a termination of employment or other change in status) and upon the vesting, expiration or forfeiture of an Award in the case of (i) any individual who is employed by or providing services to an entity that ceases to be a Subsidiary of the Corporation, (ii) any leave of absence approved by the Corporation or a Subsidiary, (iii) any transfer between locations of employment with the Corporation or a Subsidiary or between the Corporation and any Subsidiary or between any Subsidiaries, (iv) any change in the Participant's employment status from an Employee to a Consultant or member of the Board of Directors, or vice versa, and (v) at the request of the Corporation or a Subsidiary, any Employee who becomes employed by any partnership, joint venture, corporation or other entity not meeting the requirements of a Subsidiary. Prior to the Transition Date, the events described in the preceding sentence shall include Intel for purposes of determining the effect upon an Award and upon an individual's status as an Employee or other service provider under the Plan.

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(e) *Determinations of the Committee.* All decisions, determinations and interpretations by the Committee regarding this Plan shall be final and binding on all persons. The Committee may consider such factors as it deems relevant to making such decisions, determinations and interpretations including, without limitation, the recommendations or advice of any director, officer or employee of the Corporation and such attorneys, consultants and accountants as it may select. Any decision or action by the Committee may be contested only by a Participant or other holder of an Award and only on the grounds that such decision or action was arbitrary or capricious or was unlawful, and any review of such decision or action shall be limited to determining whether the Committee's decision or action was arbitrary or capricious or was unlawful.

#### 4. PARTICIPANTS

Awards under the Plan may be granted to any person who is an Employee, Consultant or Outside Director. Outside Directors may be granted Awards only pursuant to Section 9 of the Plan. The status of the Chairman of the Board of Directors as an Employee or Outside Director shall be determined by the Committee.

#### 5. EFFECTIVE DATE AND EXPIRATION OF PLAN

(a) *Effective Date.* This Plan was approved by the Board of Directors on July 25, 2024 and became effective on that date.

(b) *Expiration Date.* The Plan shall remain available for the grant of Awards until July 25, 2034 or such earlier date as the Board of Directors may determine; furthermore, ISOs (as defined below) may not be granted under the Plan after the 10<sup>th</sup> anniversary of the date of the Board of Directors' most recent approval of the Plan. The expiration of the Committee's authority to grant Awards under the Plan will not affect the operation of the terms of the Plan or the Corporation's and Participants' rights and obligations with respect to Awards granted on or prior to the expiration date of the Plan.

#### 6. SHARES SUBJECT TO THE PLAN

(a) *Available Shares.* Subject to adjustment as provided in Section 11, the aggregate number of Shares authorized for issuance pursuant to Awards under the Plan is 36,040,262. The Shares subject to the Plan may be either Shares reacquired by the Corporation, including Shares purchased in the open market, as applicable, or authorized but unissued Shares. Any Shares subject to an Award which for any reason expires or terminates unexercised or is not earned in full may again be made subject to an Award under the

Company shall Plan. Notwithstanding the preceding sentence, the following Shares may not again be made available for issuance pursuant to Awards under the Plan: (i) Shares not issued or delivered as a result of the net settlement of an outstanding Stock Appreciation Right, (ii) Shares used to pay the exercise price or withholding taxes related to an outstanding Award, (iii) Shares repurchased on the open market, if applicable, with the proceeds of the option exercise price, or (iv) Shares settled at the Committee's discretion in cash.

(b) **Tax Code Limits.** Notwithstanding anything to the contrary in this Plan, the foregoing share limitations described in Sections 6(a) and 6(b) shall be subject to adjustment under Section 11. The aggregate number of Shares issued pursuant to incentive stock options granted under the Plan shall not exceed 36,040,000, which limitation shall be subject to adjustment under Section 11 only to the extent that such adjustment is consistent with adjustments permitted of a plan authorizing incentive stock options under Section 422 of the Code.

## 7. PLAN AWARDS

(a) **Award Types.** The Committee, on behalf of the Corporation, is authorized under this Plan to grant, award and enter into the following arrangements or benefits under the Plan provided that their terms and conditions are not inconsistent with the provisions of the Plan: stock options, stock appreciation rights, restricted stock, restricted stock units and cash awards. Such arrangements and benefits are sometimes referred to herein as "Awards." The Committee, in its discretion, may determine that any Award granted hereunder shall be a Performance Award.

(i) **Stock Options.** A "Stock Option" is a right to purchase a number of Shares at such exercise price, at such times, and on such other terms and conditions as are specified in or determined pursuant to the document(s) evidencing the Award (the "Option Agreement"). The Committee may grant Stock Options intended to be eligible to qualify as incentive stock options ("ISOs") pursuant to Section 422 of the Code and Stock Options that are not intended to qualify as ISOs ("Non-qualified Stock Options"), as it, in its sole discretion, shall determine.

(ii) **Stock Appreciation Rights.** A "Stock Appreciation Right" or "SAR" is a right to receive, in cash or stock (as determined by the Committee), value with respect to a specific number of Shares equal to or otherwise

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based on the excess of (i) the Fair Market Value of a Share at the time of exercise over (ii) the exercise price of the right, subject to such terms and conditions as are expressed in the document(s) evidencing the Award (the "SAR Agreement").

(iii) **Restricted Stock.** A "Restricted Stock" Award is an award of Shares, the grant, issuance, retention and/or vesting of which is subject to such conditions as are expressed in the document(s) evidencing the Award (the "Restricted Stock Agreement").

(iv) **Restricted Stock Unit.** A "Restricted Stock Unit" Award is an award of a right to receive, in cash or stock (as determined by the Committee) the Fair Market Value of one Share, the grant, issuance, retention and/or vesting of which is subject to such conditions as are expressed in the document(s) evidencing the Award (the "Restricted Stock Unit Agreement").

(iv) **Cash Awards.** A "Cash Award" is an award of a right to receive a payment or payments in cash (as determined by the Committee), the grant, issuance, retention and/or vesting of which is subject to such conditions as are expressed in the document(s) evidencing the Award (the "Cash Award Agreement").

(b) **Grants of Awards.** An Award may consist of one of the foregoing arrangements or benefits or two or more of them in tandem or in the alternative.

## 8. EMPLOYEE AND CONSULTANT PARTICIPANT AWARDS

### (a) *Grant, Terms and Conditions of Stock Options and SARs*

The Committee may grant Stock Options or SARs at any time and from time to time prior to the expiration of the Plan to eligible Participants selected by the Committee. No Participant shall have any rights as a stockholder with respect to any Shares subject to Stock Options or SARs hereunder until said Shares have been issued. Each Stock Option or SAR shall be evidenced only by such agreements, notices and/or terms or conditions documented in such form (including by electronic communications) as may be approved by the Committee. Each Stock Option grant will expressly identify the Stock Option as an ISO or as a Non-qualified Stock Option. Stock Options or SARs granted pursuant to the Plan need not be identical but each must contain or be subject to the following terms and conditions:

(i) **Price.** The purchase price (also referred to as the exercise price) under each Stock Option or SAR granted hereunder shall be established by the Committee. The purchase price per Share shall not be less than 100% of the Fair Market Value of a Share on the date of grant. The exercise price of a Stock Option shall be

paid in cash or in such other form if and to the extent permitted by the Committee, including without limitation by delivery of already owned Shares, withholding (either actually or by attestation) of Shares otherwise issuable under such Stock Option and/or by payment under a broker-assisted sale and remittance program acceptable to the Committee.

(ii) *No Repricing*. Other than in connection with a change in the Corporation's capitalization or other transaction as described in Section 11(a) through (d) of the Plan, the Corporation shall not, without stockholder approval, reduce the purchase price of a Stock Option or SAR and, at any time when the purchase price of a Stock Option or SAR is above the Fair Market Value of a Share, the Corporation shall not, without stockholder approval (except in the case of a transaction described in Section 11(a) through (d) of the Plan), cancel and re-grant or exchange such Stock Option or SAR for a new Award with a lower (or no) purchase price or for cash.

(iii) *No Reload Grants*. Stock Options shall not be granted under the Plan in consideration for and shall not be conditioned upon the delivery of Shares to the Corporation in payment of the exercise price and/or tax withholding obligation under any other stock option.

(iv) *Duration, Exercise and Termination of Stock Options and SARs*. Each Stock Option or SAR shall be exercisable at such time and in such installments during the period prior to the expiration of the Stock Option or SAR as determined by the Committee. The Committee shall have the right to make the timing of the ability to exercise any Stock Option or SAR subject to continued employment or service, the passage of time and/or such performance requirements as deemed appropriate by the Committee. At any time after the grant of a Stock Option,

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the Committee may reduce or eliminate any restrictions on the Participant's date right to exercise all or part of termination the Stock Option.

Each Stock Option or SAR must expire within a period of employment, if not theretofore paid more than ten (10) years from the grant date. In each case, the Option Agreement or provided. In addition, subject SAR Agreement may provide for expiration prior to Section 6 the end of this Plan, the stated term of the Award in the event of a Participant's Covered Termination, in addition to payment the termination of employment or service of the Accrued Obligations, Participant to whom it was granted.

(v) *Suspension or Termination of Stock Options and SARs*. If at any time (including after a notice of exercise has been delivered) the Participant shall be eligible Committee, including any Subcommittee or administrator authorized pursuant to receive the Section 3(b) (any such person, an "Severance Benefits Authorized Officer" provided), reasonably believes that a Participant, other than an Outside Director, has committed an act of misconduct as described in this Section, 4:

a. the Authorized Officer may suspend the Participant's right to exercise any Stock Option or SAR pending a determination of whether an act of misconduct has been committed. If the Committee or an Authorized Officer determines a Participant, other than an Outside Director, has committed an act of embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or a Parent or Subsidiary thereof, breach of fiduciary duty or deliberate disregard of Corporation, Parent or Subsidiary rules resulting in loss, damage or injury to the Corporation or a Parent or Subsidiary thereof, or if a Participant makes an unauthorized disclosure of any Corporation, Parent or Subsidiary trade secret or confidential information, engages in any conduct constituting unfair competition, induces any customer to breach a contract with the Corporation or a Parent or Subsidiary thereof or induces any principal for whom the Corporation or a Parent or Subsidiary thereof acts as agent to terminate such agency relationship, the Committee or an Authorized Officer may determine that neither the Participant nor his or her estate shall be entitled to exercise any Stock Option or SAR whatsoever. In addition, for any Participant who is designated as an "executive officer" by the Board of Directors, if the Committee determines that the Participant engaged in an act of embezzlement, fraud or breach of fiduciary duty during the Participant's employment that contributed to an obligation to restate the Corporation's financial statements ("Payment Contributing Misconduct"), the Committee may require the Participant to repay to the Corporation, in cash and upon demand, the Option Proceeds (as defined below) resulting from any sale or other disposition (including to the Corporation) of Shares issued or issuable upon exercise of a Stock Option or SAR if the sale or disposition was effected during the twelve-month period following the first public issuance or filing with the SEC of the financial statements required to be restated. The term "Option Proceeds" means, with respect to any sale or other disposition (including to the Corporation) of Shares issuable or issued upon exercise of a Stock Option or SAR, an amount determined appropriate by the Committee to reflect the effect of the restatement, up to the amount equal to the product number of (i) Shares sold or disposed of multiplied by the Participant's Severance Multiplier, difference between the Fair Market Value per Share at the time of such sale or disposition and (ii) the sum exercise price. The return of Option Proceeds is in addition to and separate from any other relief available to the Corporation due to the executive officer's Contributing Misconduct. Any determination by the Committee or an Authorized Officer with respect to the foregoing shall be final, conclusive and binding on all interested parties. For any Participant who is an executive officer, the determination of the Participant's (A) annual base salary at the rate in effect as Committee or of the Date of Termination, and (B) the Participant's Target Annual Bonus Opportunity (the "Cash Severance Payment"). Except as otherwise provided in Section 9 below, the Cash Severance Payment Authorized Officer shall be paid in equal installments over subject to the Severance Period in accordance with the Company's regular payroll practices; provided that the payments shall commence on the Company's first regularly scheduled payroll date following the effective date approval of the Release (as defined in Section 6 below), with any installments otherwise scheduled to be paid to the Participant prior to such date instead paid to the Participant in a Board of Directors.

**lump-sum** (vi) *Conditions and Restrictions Upon Securities Subject to Stock Options or SARs*. Subject to the express provisions of the Plan, the Committee may provide that the Shares issued upon exercise of a Stock Option or SAR shall be subject to such further conditions or agreements as the Committee in its discretion may specify prior to the exercise of such Stock Option or SAR, including, without limitation, conditions on vesting or transferability, forfeiture or repurchase provisions. The obligation to make payments with respect to SARs may be satisfied through cash payments or the delivery of Shares, or a combination thereof as the Committee shall determine. The Committee may establish rules

for the deferred delivery of common stock upon exercise of a Stock Option or SAR with the deferral evidenced by use of Restricted Stock Units equal in number to the number of Shares whose delivery is so deferred.

(vii) *Other Terms and Conditions.* Stock Options and SARs may also contain such first payroll date; other provisions, which shall not be inconsistent with any of the foregoing terms, as the Committee shall deem appropriate.

(viii) *provided ISOs.* Stock Options intending to qualify as ISOs may only be granted to employees of the Corporation within the meaning of the Code, as determined by the Committee. No ISO shall be granted to any person if immediately after the grant of such Award, such person would own stock, including stock subject to outstanding Awards held by him or her under the Plan or any other plan established by the Corporation, amounting to more than ten percent (10%) of the total combined voting power or value of all classes of stock of the

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Corporation. To the extent that the Option Agreement specifies that a Stock Option is intended to be treated as an ISO, the Stock Option is intended to qualify to the greatest extent possible as an "incentive stock option" within the meaning of Section 422 of the Code, and shall be so construed; provided, however, that any such designation shall not be interpreted as a representation, guarantee or other undertaking on the part of the Corporation that the Stock Option is or will be determined to qualify as an ISO. If and to the extent that any Shares are issued under a portion of any Stock Option that exceeds the \$100,000 limitation of Section 422 of the Code, such Shares shall not be treated as issued under an ISO notwithstanding any designation otherwise. Certain decisions, amendments, interpretations and actions by the Committee and certain actions by a Participant may cause a Stock Option to cease to qualify as an ISO pursuant to the Code and by accepting a Stock Option the Participant agrees in advance to such disqualifying action.

*(b) Grant, Terms and Conditions of Restricted Stock and Restricted Stock Units*

The Committee may grant Restricted Stock or Restricted Stock Units at any time and from time to time prior to the expiration of the Plan to eligible Participants selected by the Committee. A Participant shall have rights as a stockholder with respect to any Shares subject to a Restricted Stock Award hereunder only to the extent specified in this Plan or the Restricted Stock Agreement evidencing such Award. Awards of Restricted Stock or Restricted Stock Units shall be evidenced only by such agreements, notices and/or terms or conditions documented in such form (including by electronic communications) as may be approved by the Committee. Awards of Restricted Stock or Restricted Stock Units granted pursuant to the Plan need not be identical but each must contain or be subject to the following terms and conditions:

(i) *further Terms and Conditions.* Each Restricted Stock Agreement and each Restricted Stock Unit Agreement shall contain provisions regarding (a) the number of Shares subject to such Award or a formula for determining such, (b) the purchase price of the Shares, if any, and the means of payment for the Shares, (c) the performance criteria, if any, and level of achievement versus these criteria that shall determine the number of Shares granted, issued, retainable and/or vested, (d) such terms and conditions on the grant, issuance, vesting and/or forfeiture of the Shares as may be determined from time to time by the Committee, (e) restrictions on the transferability of the Shares and (f) such further terms and conditions as may be determined from time to time by the Committee, in each case not inconsistent with this Plan.

(ii) *Sale Price.* Subject to the requirements of applicable law, the Committee shall determine the price, if any, at which Shares of Restricted Stock or Restricted Stock Units shall be sold or awarded to a Participant, which may vary from time to time and among Participants and which may be below the Fair Market Value of such Shares at the date of grant or issuance.

(iii) *Share Vesting.* The grant, issuance, retention and/or vesting of Shares under Restricted Stock or Restricted Stock Unit Awards shall be at such time and in such installments as determined by the Committee or under criteria established by the Committee. The Committee shall have the right to make the timing of the grant and/or the issuance, the ability to retain and/or the vesting of Shares under Restricted Stock or Restricted Stock Unit Awards subject to the Participant's continued employment or service, passage of time and/or such performance criteria and level of achievement versus these criteria, as deemed appropriate by the Committee, which criteria may be based on financial performance and/or personal performance evaluations. No condition that is based on performance criteria and level of achievement versus such criteria shall be based on performance over a period of less than one year.

(iv) *Termination of Employment/Service.* The Restricted Stock or Restricted Stock Unit Agreement may provide for the forfeiture or cancellation of the Restricted Stock or Restricted Stock Unit Award, in whole or in part, in the event of the termination of employment or service of the Participant to whom it was granted.

(v) *Restricted Stock Units.* Except to the extent this Plan or the Committee specifies otherwise, Restricted Stock Units represent an unfunded and unsecured obligation of the Corporation and do not confer any of the rights of a stockholder until Shares are issued thereunder. Settlement of Restricted Stock Units upon expiration of the deferral or vesting period shall be made in Shares or otherwise as determined by the Committee. Dividends or dividend equivalent rights shall be payable in cash or in additional shares with respect to Restricted Stock Units only to the extent specifically provided for by the Committee and subject to become effective spans two (2) calendar years, the limitations of Section 10(c). Until a Restricted Stock Unit is settled, the number of Shares represented by a Restricted Stock Unit shall be subject to adjustment pursuant to Section 11. Any Restricted Stock Units that are settled after the Participant's death shall be distributed to the Participant's designated beneficiary(ies) or, if none was designated, the Participant's estate.

(vi) **Suspension or Termination of Restricted Stock and Restricted Stock Units.** If at any time an Authorized Officer reasonably believes that a Participant, other than an Outside Director, has committed an act of misconduct as described in this Section, the Authorized Officer may suspend the vesting of Shares under the Participant's Restricted Stock or Restricted Stock Unit Awards pending a determination of whether an act of misconduct has been committed. If the Committee or an Authorized Officer determines a Participant, other than an Outside Director, has committed an act of embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or a Parent or Subsidiary thereof, breach of fiduciary duty or deliberate disregard of Corporation, Parent or Subsidiary rules resulting in loss, damage or injury to the Corporation or a Parent or Subsidiary thereof, or if a Participant makes an unauthorized disclosure of any Corporation, Parent or Subsidiary trade secret or confidential information, engages in any conduct constituting unfair competition, induces any customer to breach a contract with the Corporation or a Parent or Subsidiary thereof or induces any principal for whom the Corporation or a Parent or Subsidiary thereof acts as agent to terminate such agency relationship, the Committee or an Authorized Officer may determine that the Participant's Restricted Stock or Restricted Stock Unit Agreement shall be forfeited and cancelled. In addition, for any Participant who is designated as an "executive officer" by the Board of Directors, if the Committee determines that the Participant engaged in an act of Contributing Misconduct, the Committee may require the Participant to repay to the Corporation, in cash and upon demand, the Restricted Stock Proceeds (as defined below) resulting from any sale or other disposition (including to the Corporation) of Shares issued or issuable upon the vesting of Restricted Stock or a Restricted Stock Unit if the sale or disposition was effected during the twelve-month period following the first payment will commence no earlier than public issuance or filing with the first regularly scheduled payroll date in SEC of the second calendar year (inclusive of any amounts that were otherwise scheduled financial statements required to be paid prior thereto).

b. restated. The term "Payment Restricted Stock Proceeds" means, with respect to any sale or other disposition (including to the Corporation) of Shares issued or issuable upon vesting of Restricted Stock or a Restricted Stock Unit, an amount determined appropriate by the Committee to reflect the effect of the restatement, up to the amount equal to the product Fair Market Value per Share at the time of (i) such sale or other disposition multiplied by the number of months Shares or units sold or disposed of. The return of Restricted Stock Proceeds is in addition to and separate from any other relief available to the Participant's Severance Period Corporation due to the executive officer's Contributing Misconduct. Any determination by the Committee or an Authorized Officer with respect to the foregoing shall be final, conclusive and (ii) binding on all interested parties. For any Participant who is an executive officer, the determination of the Committee or of the Authorized Officer shall be subject to the approval of the Board of Directors.

(c) **Grant, Terms and Conditions of Cash Awards**

The Committee may grant Cash Awards at any time and from time to time prior to the expiration of the Plan to eligible Participants selected by the Committee. A Participant shall not have any rights as a stockholder with respect to any Cash Award. Any Cash Award shall be evidenced only by a Cash Award Agreement, including any notices and/or terms or conditions documented in such form (including by electronic communications) as may be approved by the Committee. Cash Awards granted pursuant to the Plan need not be identical but each must contain or be subject to the following terms and conditions:

(i) **Terms and Conditions.** Each Cash Award Agreement shall contain provisions regarding (a) the amount equivalent of cash subject to such Award or a formula for determining such, (b) the monthly COBRA premium payments (as reasonably) performance criteria, if any, and level of achievement versus these criteria that shall determine the amount of cash granted, issued, retainable and/or vested, (c) such terms and conditions on the grant, issuance, vesting and/or forfeiture of the cash as may be determined from time to time by the Committee) that would be payable by the Participant to continue the Participant's (and covered dependents', if any) Company-provided medical, dental, and/or vision coverage existing as of the Participant's Date of Termination. This payment shall be paid to the Participant Committee, (d) restrictions on the same date the Participant is paid the first installment transferability of the Cash Severance Payment Award and (e) such further terms and conditions as may be determined from time to time by the Committee, in each case not inconsistent with this Plan.

## 9. OUTSIDE DIRECTOR AWARDS

The number of Awards granted to each Outside Director in a fiscal year of the Corporation ("Outside Director Awards") is limited, so that the grant date fair value of all Outside Director Awards granted by the Board of Directors combined with all cash-based compensation earned in the same fiscal year, may not exceed \$1,250,000. Notwithstanding anything to the contrary in this Plan, the foregoing limitation shall be subject to adjustment under Section 4(a) above.

c. Prorated vesting as of the Participant's Date of Termination of any outstanding and unvested award of Eligible RSUs held by a Participant on the Participant's Date of Termination, with the 11. The number of Eligible RSUs vesting Shares subject to each Outside Director Award, or the formula pursuant to which such number shall be determined, by multiplying (i) the number type or types of unvested Eligible RSUs as of the Participant's Date of Termination by (ii) a fraction, the numerator of which is the number of full months the Participant was employed by the Company or any of its Subsidiaries during the vesting period for such Eligible RSUs and the denominator of which is the total number of months Awards included in the vesting period for such Eligible RSUs. By way of illustration, if any such Eligible RSUs were scheduled to vest in equal one-third (1/3) installments on each of the first three (3) anniversaries of Outside Director Awards, the date of grant and the Participant were vesting, expiration and other terms applicable to experience a Covered Termination after completing eighteen (18) full months of the original thirty-six (36)-month vesting period, then an additional one-half (1/2) of the Eligible RSUs that were unvested as of the Participant's Date of Termination would become vested effective as of the Participant's Date of Termination and the remaining unvested Eligible RSUs would such Outside Director Awards shall be immediately forfeited.

d. Prorated vesting of any outstanding and unvested award of Eligible PSUs held by a Participant on the Participant's Date of Termination, on the date such Eligible PSUs would have otherwise vested based on actual performance results following completion of the full performance period, with the number of Eligible PSUs vesting determined by multiplying (i) the number of unvested Eligible PSUs that would have vested based on the actual results as certified specified from time to time by the Committee by (ii) a fraction, the numerator of which is the number of full months the Participant was employed by the Company or any of its Subsidiaries during the performance period for such Eligible PSUs and the denominator of which is the total number of months in the performance period for such Eligible PSUs. For the avoidance of doubt, all equity-based compensation other than Eligible RSUs and Eligible PSUs granted by the Company to the Participant under any Equity Plan shall vest or become earned or forfeited pursuant to the terms of such Equity Plan, and including the Participant's applicable grant agreement, terms specified in Section 8. If the Board of Directors reasonably believes that an Outside Director has committed an act of misconduct as specified in Section 8(a)(v) or 8(b)(vi), the Board of Directors may suspend the Outside Director's right to exercise any Stock Option or SAR and/or the vesting of any Restricted Stock or Restricted Stock Unit Award pending a determination of whether an act of misconduct has been committed. If the Board of Directors determines that an Outside Director has committed an act of misconduct, neither the Outside Director nor his or her estate shall be entitled to exercise

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any Stock Option or SAR whatsoever and shall forfeit any unvested Restricted Stock or Restricted Stock Unit Award.

#### 10. OTHER PROVISIONS APPLICABLE TO AWARDS

e. (a) *Outplacement services during Transferability.* Unless the Outplacement Period at agreement or other document evidencing an Award (or an amendment thereto authorized by the expense Committee) expressly states that the Award is transferable as provided hereunder, no Award granted under this Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Company. The outplacement services shall Securities Act. Further, until the Corporation becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Board of Directors or the Committee, as applicable, determines that it is, will, or may no longer be made available relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through and at the facilities gifts or domestic relations orders, or (ii) to an executor or guardian of a vendor selected by the Company.

#### 5. NO DUPLICATION OF BENEFITS

1. In the event that the Participant is entitled to receive cash severance benefits under any Termination Arrangement, including pay in lieu upon the death or Disablement of advance notice of termination (the "the Participant.

(b) *Other Cash Severance Performance Criteria.* For purposes of this Plan, the term "Performance Criteria" shall mean any one or more of the following performance criteria or any other performance criteria, either individually, alternatively or in any combination, applied to either the Corporation as a whole or to a business unit or Subsidiary, either individually, alternatively or in any combination, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, on a U.S. generally accepted accounting principles ("GAAP") or non-GAAP basis, in each case as specified by the Committee in the Award: (a) cash flow, (b) earnings per share, (c) earnings before one or more of interest, taxes, depreciation and amortization, (d) return on equity, (e) total stockholder return, (f) share price performance, (g) return on capital, (h) return on assets or net assets, (i) revenue, (j) income or net income, (k) operating income or net operating income, (l) operating profit or net operating profit, (m) gross margin, operating margin or profit margin, (n) return on operating revenue, (o) return on invested capital, (p) market segment share, (q) product release schedules, (r) new product innovation, (s) product cost reduction through advanced technology, (t) brand recognition/acceptance, (u) product ship targets, or (v) customer satisfaction. The Committee may appropriately adjust any evaluation of performance under a Performance Criteria to exclude any of the following events that occurs during a performance period: (i) asset write-downs, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in or provisions under tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals for reorganization and restructuring programs, (v) any infrequently occurring or other unusual items, either under applicable accounting provisions or described in management's discussion and analysis of financial condition and results of operations appearing in the Corporation's annual report to stockholders for the applicable year, and (vi) any other events as the Committee shall deem appropriate, if such adjustment is timely approved in connection with the establishment of Performance Criteria. Notwithstanding satisfaction of any completion of any Performance Criteria, to the extent specified at the time of grant of an Award, the number of Shares, Stock Options, SARs, Restricted Stock Units or other benefits granted, issued, retainable and/or vested under an Award on account of satisfaction of such Performance Criteria may be reduced by the amount Committee on the basis of Other Cash Severance, but not such further considerations as the Committee in its sole discretion shall determine.

(c) *Dividends.* Unless otherwise provided by the Committee, no adjustment shall be made in Shares issuable under Awards on account of cash dividends that may be paid or other rights that may be issued to less than zero (0). the holders of Shares prior to their issuance under any Award. The Committee shall specify whether dividends or dividend equivalent amounts shall be credited and/or payable to any Participant with respect to the Shares subject to any Award; provided, however, that in no event will dividends or dividend equivalents be credited or payable in respect of Stock Options or SARs. Notwithstanding the foregoing, any cash severance amount dividends or dividend equivalents

credited/payable in connection with an Award that is not yet vested shall be subject to a Participant pursuant to an offer letter or similar agreement or contract with the Company that references Make-Whole Awards (the "Make-Whole Severance") is expressly excluded from same restrictions and risk of forfeiture as the definition of Other Cash Severance for purposes of this Plan, and on a Covered Termination the Participant may be entitled to both the Cash Severance Payment and Make-Whole Severance, and such Make-Whole Awards shall not be considered Eligible RSUs or Eligible PSUs for purposes of this Plan underlying Award and shall not be entitled paid until the underlying Award vests.

(d) *Documents Evidencing Awards.* The Committee shall, subject to applicable law, determine the date an Award is deemed to be granted. The Committee or, except to the extent prohibited under applicable law, its delegate(s) may establish the terms of agreements or other documents evidencing Awards under this Plan and may, but need not, require as a condition to any acceleration such agreement's or document's effectiveness that such agreement or document be executed by the Participant, including by electronic signature or other electronic indication of

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acceptance, and that such Participant agree to such further terms and conditions as specified in accordance such agreement or document. The grant of an Award under this Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in this Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the agreement or other document evidencing such Award.

(e) *Additional Restrictions on Awards.*

(i) Either at the time an Award is granted or by subsequent action, the Committee may, but need not, impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant or other subsequent transfers by a Participant of any Shares issued under an Award, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant or Participants, and (c) restrictions as to the use of a specified brokerage firm for receipt, resales or other transfers of such Shares.

(ii) In connection with Section 4(c) an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or 4(d) hereof, the underwriters managing such offering of the Corporation's securities, Participants shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and Participant shall execute an agreement reflecting the foregoing as may be requested by the underwriters in connection with such offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

2. (f) *Subsidiary Awards.* In the event case of a grant of an Award to any Participant employed by or providing services to a Subsidiary, such grant may, if the Committee so directs, be implemented by the Corporation issuing any subject Shares to the Subsidiary, for such lawful consideration as the Committee may determine, upon the condition or understanding that the Participant is eligible to receive under any Termination Arrangement on a Covered Termination either (i) continued healthcare coverage, or payment in respect of continued healthcare coverage (the "Healthcare Benefits") or (ii) outplacement services. Subsidiary will transfer the Participant shall be entitled to receive the more favorable

of the Healthcare Benefits and/or outplacement services under the Termination Arrangement or under Section 4(b) or Section 4(e) of this Plan, as applicable. For the avoidance of doubt, in no event shall the Participant be entitled to Healthcare Benefits or outplacement services under both a Termination Arrangement and this Plan.

3. Notwithstanding anything in this Plan Shares to the contrary, if the treatment of any Eligible RSUs or Eligible PSUs on a Covered Termination is more favorable to the Participant pursuant to the terms of the Participant's grant agreement applicable to such Eligible RSUs or Eligible PSUs (including as a result of the Participant's retirement eligibility) than the provisions in Sections 4(c) or 4(d) of this Plan, the provisions of the applicable grant agreement shall control over any provisions to the contrary in this Plan.

4. If the Participant is eligible to receive any benefit or perquisite on a Covered Termination under any Termination Arrangement that does not constitute Other Cash Severance, Healthcare Benefits, outplacement services or equity award acceleration, the Participant shall remain eligible to receive such benefit or perquisite in addition to the Severance Benefits pursuant to this Plan in accordance with the terms of the applicable Termination Arrangement Award specified by the Committee pursuant to the provisions of the Plan. Notwithstanding any other provision hereof, such Award may be issued by and in the name of the Subsidiary and shall be deemed granted on such date as the Committee shall determine.

5. (g) *For Compensation Recovery.* Notwithstanding anything in the avoidance Plan or in any Award Agreement to the contrary, the Corporation shall be entitled to the extent permitted or required by applicable law, Corporation policy and/or the requirements of doubt, a stock exchange on which the Shares are listed for trading, in each case, as in effect

from time to time, to recoup compensation of whatever kind paid by the Corporation at any time to a Participant under the Plan. To the extent any such recoupment requires the repayment of incentive-based compensation received by a Participant, whether paid pursuant to an Award granted under this Plan or any other plan of incentive-based compensation maintained in the past or adopted in the future by the Corporation, by accepting an Award under this Plan, the Participant agrees to the repayment of such amounts to the extent required by applicable law, Corporation policy and/or the requirements of a stock exchange on which the Shares are listed for trading. No such recoupment of compensation will be an event giving rise to a right to resign for "good reason" or "involuntary termination" (or similar term) under any agreement between any Participant and the Corporation (or any Parent or Subsidiary of the Corporation).

## **11. ADJUSTMENT OF AND CHANGES IN THE COMMON STOCK**

(a) The existence of outstanding Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, exchanges, or other

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changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation or any issuance of Shares or other securities or subscription rights thereto, or any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Shares or other securities of the Corporation or the rights thereof, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise. Further, except as expressly provided herein or by the Committee, (i) the issuance by the Corporation of shares of stock or any class of securities convertible into shares of stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Corporation convertible into such shares or other securities, (ii) the payment of a dividend in property other than Shares, or (iii) the occurrence of any similar transaction, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to Stock Options or other Awards theretofore granted or the purchase price per Share, unless the Committee shall determine, in its sole discretion, that an adjustment is necessary or appropriate provided, however, that the Committee will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Corporation is relying upon the exemption afforded thereby with respect to the Award.

(b) If the outstanding Shares or other securities of the Corporation, or both, for which the Award is then exercisable or as to which the Award is to be settled shall at any time be changed or exchanged by declaration of a stock dividend, stock split, combination of shares, extraordinary dividend of cash and/or assets, recapitalization, reorganization or any similar equity restructuring transaction (as that term is used in Accounting Standards Codification 718) affecting the Shares or other securities of the Corporation, the Committee shall equitably adjust the number and kind of Shares or other securities that are subject to this Plan and to the limits under Sections 6 and 9 and that are subject to any Awards theretofore granted, and the exercise or settlement prices of such Awards, so as to maintain the proportionate number of Shares or other securities subject to such Awards without changing the aggregate exercise or settlement price, if any.

(c) No right to purchase fractional Shares shall result from any adjustment in Stock Options or SARs pursuant to this Section 11. In case of any such adjustment, the Shares subject to the Stock Option or SAR shall be rounded down to the nearest whole share.

(d) Any other provision hereof to the contrary notwithstanding (except Section 11(a)), in the event that the Participant is eligible to receive any severance payments or benefits under any Termination Arrangement on or of a termination of employment other than a Covered Termination (e.g., a Participant's termination of employment for "good reason"), this Plan shall not apply to such termination of employment and the Participant shall remain eligible to receive such payments or benefits Change in accordance with the terms of such Termination Arrangement and not eligible for the Severance Benefits.

## **6. CONDITIONS TO RECEIPT OF SEVERANCE BENEFITS**

1. Payment of the Severance Benefits Control, outstanding Awards shall be subject to (i) any terms relating to a Change in Control as set forth in the Participant's execution (and non-revocation) applicable Award Agreements for such Awards and (ii) to the extent such terms do not conflict with an agreement of merger or reorganization, or such Award Agreements are silent with respect to a general release Change in Control, the agreement of claims in favor merger or reorganization, which may provide, without limitation, for the assumption of Intel and its affiliates in a form reasonably provided outstanding Awards by the Company (the "Release") within surviving corporation or its parent, for their continuation by the time period specified therein, Corporation (if the Corporation is a surviving corporation), for accelerated vesting and (ii) accelerated expiration, or for settlement in cash.

## **12. LISTING OR QUALIFICATION OF COMMON STOCK**

In the Release becoming effective and irrevocable event that the Committee determines in accordance with its terms within sixty (60) days following discretion that the Participant's Date of Termination. If the Release does not become irrevocably effective within sixty (60) days following the Participant's Date of Termination due to action listing or inaction qualification of the Participant, Shares available for issuance under the Participant shall forfeit all rights Plan on any securities exchange or quotation or trading system or under any applicable law or governmental regulation is necessary as a condition to the Severance Benefits.issuance of such Shares, a Stock Option or SAR may not be exercised in whole or in part and a Restricted Stock or Restricted Stock Unit Award shall not vest or be settled unless such listing, qualification, consent or approval has been unconditionally obtained.

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### 13. TERMINATION OR AMENDMENT OF THE PLAN

The Board of Directors may amend, alter or discontinue the Plan and the Board of Directors or the Committee may to the extent requested permitted by the Company, Plan amend any agreement or other document evidencing an Award made under this Plan, including pursuant to Section 3(c)(vii), provided, however, that the Participant Corporation shall deliver submit for stockholder approval any amendment (other than an amendment pursuant to the Company adjustment provisions of Section 11) required to be submitted for stockholder approval by an applicable stock exchange or a national market system upon which Shares are traded or that otherwise would:

(a) Increase the maximum number of Shares for which Awards may be granted under this Plan;

(b) Reduce the price at which Stock Options may be granted below the price provided for in writing a notice Section 8(a);

(c) Reduce the option price of resignation from, as applicable, all offices, directorships, and fiduciary positions with outstanding Stock Options;

(d) Extend the Company, its Subsidiaries, term of this Plan;

(e) Change the class of persons eligible to be Participants; or affiliates and employee benefit plans.

### 7. TAX WITHHOLDING

Any Severance Benefits payable pursuant to this Plan shall be subject to withholdings for all applicable federal, state, local, and foreign taxes and any other required payroll deductions. (f) Increase the limits in Section 6.

### 8. PLAN AMENDMENT OR TERMINATION

The Committee reserves the right to amend, modify, suspend, or terminate this Plan at any time; provided that, notwithstanding the foregoing, In addition, no such amendment modification, suspension, or termination that has the effect of reducing or diminishing alteration shall be made which would impair the rights of any Participant, without such Participant's consent, under any Award theretofore granted, provided that no such consent shall be required with respect to any amendment or alteration made pursuant to Section 3(c)(vii) or if the Committee otherwise determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Corporation, the Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such Award, or that any such diminishment has been adequately compensated.

### 14. TAXES

(a) *Tax Withholding Obligations.* To the extent required by applicable federal, state, local or foreign law, the Committee may and/or a Participant shall make arrangements satisfactory to the Corporation for the satisfaction of any withholding tax obligations that arise with respect to any Stock Option, SAR, Restricted Stock or Restricted Stock Unit Award, or any sale of Shares. The Corporation shall not be required to issue Shares or to recognize the disposition of such Shares until such obligations are satisfied. To the extent permitted or required by the Committee, these obligations may or shall be satisfied by having the Corporation withhold a portion of the Shares of stock that otherwise would be issued to a Participant under such Award or by tendering Shares previously acquired by the Participant equal to an amount no greater than the maximum statutory tax rate applicable to such Participant in all relevant jurisdictions, and in all cases reduced by the amount of any withholding obligation a Participant satisfies by cash payment to the Corporation.

(b) *Compliance with Section 409A.* The Plan as well as payments and benefits under the Plan are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have terminated employment or service with the Corporation for purposes of the Plan and no payment shall be due to the Participant under the Plan or any Award until the Participant would be considered to have incurred a "separation from service" from the Corporation and its affiliates within the meaning of Section 409A of the Code. Any payments described in the Plan that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards (or any other amounts payable under any plan, program or arrangement of the Corporation or any of its affiliates) are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, the settlement and payment of such awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or upon the Participant's death, if earlier). Each amount to be paid or benefit to be provided under this Plan shall be effective without the written consent construed as a separate identified payment for purposes of Section 409A of the Participant.

### 9. SECTION 409A

1. Code. The Company intends Committee shall have the sole authority to make any accelerated distributions permissible under Treas. Reg. Section 1.409A-3(j)(4) to Participants with respect to any deferred amounts, provided that such distributions meet the reimbursements, requirements of Treas. Reg. Section 1.409A-3(j)(4). The Corporation makes no representation that any or all of the payments and or benefits to which a Participant could become entitled under described in this Plan will be exempt from or comply with

Section 409A of the Code (**and makes no undertaking to preclude Section 409A**) of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the regulations and other guidance promulgated thereunder. The provisions of this Section 9 shall qualify and supersede all other provisions of this Plan as necessary to fulfill the foregoing intention. If the Company believes, at any time, that any of such reimbursement, payment or benefit is not exempt or does not so comply, the Company shall Code.

promptly advise 15. GENERAL PROVISIONS

(a) **Employment At Will.** Neither the Participant and shall reasonably and in good faith amend Plan nor the terms of such arrangement such that it is exempt or complies (with the most limited possible economic effect on the Participant and on the Company) or to minimize any additional tax, interest, and/or penalties that may apply under Section 409A if exemption or compliance is not practicable. The Company agrees that it shall not without a Participant's prior written consent, knowingly take any action, or knowingly refrain from taking any action, other than as required by law, that would result in the imposition of tax, interest, and/or penalties upon the Participant under Section 409A, unless such action or omission is pursuant to the Participant's written request.

2. To the extent applicable, each and every payment to be made pursuant to Section 4 of this Plan shall be treated as a separate payment and not as one of a series of payments treated as a single payment for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii).

3. If a Participant is a 'specified employee' (determined by the Company in accordance with Section 409A and Treasury Regulation Section 1.409A-3(i)(2)) as of the date that the Participant experiences a 'separation from service' with the Company, as defined for purposes of Section 409A (a "**Separation from Service**"), and if any reimbursement, payment, or benefit to be paid or provided under this Plan or otherwise both (i) constitutes a 'deferral of compensation' within the meaning of and subject to Section 409A (**"Nonqualified Deferred Compensation"**) and (ii) cannot be paid or provided in a manner otherwise provided herein without subjecting the Participant to additional tax, interest, and/or penalties under Section 409A, then any such reimbursement, payment, or benefit that is payable during the first six (6) months following the Participant's Date of Termination shall be paid or provided to the Participant in a lump sum cash payment to be made on the earlier of (A) the Participant's death and (B) the first business day of the seventh (7th) month immediately following the Participant's Separation from Service or as soon as administratively practicable after such date.

4. Except to the extent any reimbursement, payment, or benefit to be paid or provided under this Plan does not constitute Nonqualified Deferred Compensation, (i) the amount of expenses eligible for reimbursement or the provision grant of any in-kind benefit (as defined in Section 409A) to a Participant during any calendar year shall not affect the amount of expenses eligible for reimbursement or provided as in-kind benefits to the Participant in any other calendar year (subject to any lifetime and other annual limits provided under the Company's health plans), (ii) the reimbursements for expenses for which a Participant is entitled shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and (iii) the right to payment or reimbursement or in-kind benefits may not be liquidated or exchanged for any other benefit.

5. Any reimbursement, payment, or benefit to be paid or provided under Section 4 hereof or otherwise to be paid or provided due to a Separation from Service that is exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9)(v) shall be paid or provided to a Participant only to the extent the expenses are not incurred or the benefits are not provided beyond the last day of the Participant's second taxable year following the Participant's taxable year in which the Separation from Service occurs; provided, however, that the Company shall reimburse such expenses no later than the last day of the third taxable year following the Participant's taxable year in which the Participant's Separation from Service occurs.

6. Subject to Section 4, any reimbursement, payment, or benefit to be paid or provided under this Plan that constitutes Nonqualified Deferred Compensation due upon a termination of employment shall be paid or provided to a Participant only in the event of a Separation from Service.

## 10. GOVERNING LAW

This Plan is intended to be an unfunded 'top-hat' welfare plan, within the meaning of U.S. Department of Labor Regulation Section 2520.104-24 and shall be interpreted, administered, and enforced in accordance with ERISA. It is expressly intended that ERISA preempt the application of state laws to this Plan, to the maximum extent permitted by Section 514 of ERISA. To the extent that state law is applicable, the statutes and common laws of the State of Delaware shall apply.

## 11. BENEFIT CLAIMS AND APPEALS

1. **Benefit Claims.** If any person (claimant) believes that Severance Benefits are being denied improperly, that this Plan is not being operated properly, or that the claimant's legal rights are being violated with respect to this Plan, the claimant must file a claim with the Committee no later than the earlier of (i) sixty (60) days after the claimant's termination of employment or (ii) ninety (90) days after the date the claimant first knew or should have known of the facts on which the claim is based. If such claim for benefits is wholly or partially denied, the Committee shall within a reasonable period of time, but no later than ninety (90) days after receipt of the written claim, notify the claimant of the denial of the claim. If an extension of time for processing the claim is required, the Committee may take up to an additional ninety (90) days, provided that the Committee sends the claimant written notice of the extension before the expiration of the original ninety (90)-day period. The notice provided to the claimant shall describe why an extension is required and when a

decision is expected to be made. If a claim is wholly or partially denied, the denial notice will: (i) be in writing, (ii) be written in a manner calculated to be understood by the claimant, and (iii) contain (A) the reasons for the denial, including specific reference to those Plan provisions on which the denial is based; (B) a description of any additional information necessary to complete the claim and an explanation of why such information is necessary; (C) an explanation of the steps to be taken to appeal the adverse determination; and (D) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse decision after appeal. The Committee shall have full discretion consistent with their fiduciary obligations under ERISA to deny or grant a claim in whole or in part. If notice of denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his or her rights to review described below.

**2. Appeals.** Within sixty (60) days of the claimant's receipt of the written notice of denial of the claim, the claimant may file a written request for a review of the denial of the claimant's claim for benefits. In connection with the claimant's appeal of the denial of his or her benefit, the claimant may submit comments, records, documents, or other information supporting the appeal, regardless of whether such information was considered in the prior benefits decision. Upon request and free of charge, the claimant shall be provided reasonable access to and copies of all documents, records, and other information relevant to the claim. The Committee shall deliver to the claimant a written decision on the claim promptly, but not later than sixty (60) days after the receipt of the claimant's written request for review, except that if there are special circumstances which require an extension of time for processing, the sixty (60)-day period shall be extended to one hundred twenty (120) days; provided that the appeal reviewer sends written notice of the extension before the expiration of the original sixty (60)-day period. If the appeal is wholly or partially denied, the denial notice will: (i) be in writing, (ii) be written in a manner calculated to be understood by the claimant, and (iii) contain (A) the reasons for the denial, including specific reference to those Plan provisions on which the denial is based; (B) a statement that, upon request and free of charge, the claimant shall be provided reasonable access to and copies of all documents, records and other information relevant to the claim for benefits; and (C) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA. No legal action shall be brought against this Plan, the Committee, or the Company after sixty (60) days from receipt of the final decision on a claim appeal.

**3.** The procedure set forth in this Section 11 is intended to comply with United States Department of Labor Regulation Section 2560.503-1 and should be construed in accordance with such regulation. In no event shall the claims procedure be interpreted as expanding the rights of a Participant beyond what is required by United States Department of Labor Regulation Section 2560.503-1.

## **12. NOTICES**

Notices and all other communications provided for under this Plan shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail, return receipt requested, or by overnight courier, postage prepaid, to the Company's corporate headquarters address, to the attention of the Committee, or to the Participant at the last address shown on the payroll records of the Company.

## **13. MISCELLANEOUS**

**1. Successors.** Any successor to Intel of all or substantially all of Intel's business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) shall assume the obligations

under this Plan and agree expressly to perform the obligations under this Plan in the same manner and to the same extent as Intel would be required to perform such obligations in the absence of a succession. For all purposes under this Plan, the term "Company" shall include any successor to the Company's business and/or assets which become bound by the terms of this Plan by operation of law, or otherwise.

**2. Indemnification.** To the extent permitted by law and Intel's Bylaws, the Company shall indemnify the Committee from all claims for liability, loss, or damage (including the advancement of expenses in connection with defense against such claims) arising from any act or failure to act in connection with this Plan.

**3. Severability.** If any provision of this Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Plan, and this Plan shall be construed and enforced as if such provision had not been included.

**4. Employment Status.** Neither this Plan, the selection of a person as a Participant, Award nor any action by the Company Corporation, any Subsidiary or the Committee shall be held or construed to confer upon any person any right to be continued in the employ of or service to the Company Corporation or a Subsidiary. The Company Corporation and each Subsidiary expressly reserves the right to terminate the employment of discharge, without liability but subject to his or her rights under this Plan, any Participant whenever in the sole discretion of the Company its interest Corporation or a Subsidiary, as the case may so require, be, it may determine to do so.

**5. (b) Compensation Recoupment Policy Governing Law.** This Plan and any agreements or other documents hereunder shall be interpreted and construed in accordance with the laws of the State of Delaware and applicable federal law. The Committee may provide that any dispute as to any Award shall be presented and determined in such forum as the Committee may specify, including through binding arbitration. Any reference in this Plan or in the agreement or other document evidencing any Award to a provision of law or to a rule or regulation shall be deemed to include any successor law, rule or regulation of similar effect or applicability.

**(c) Unfunded Plan.** Insofar as it provides for Awards, the Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are granted Awards under this Plan, any such accounts will be used merely as a bookkeeping convenience. The Corporation shall not be required to segregate any assets which may at any time be represented by Awards, nor shall this Plan be construed as providing for such segregation, nor shall the Corporation or the Committee be deemed to be a trustee of stock or cash to be awarded under the Plan.

**(d) Third Party Administrator.** In connection with a Participant's participation in the Plan, the Corporation may use the services of a third party administrator, including a brokerage firm administrator, and the Corporation may provide this administrator with personal information about a Participant, including a Participant's name, social security number

and address, as well as the details of each Award, and this administrator may provide information to the Corporation concerning the exercise of a Participant's rights and account data as it relates to Awards under the Plan.

(e) *Investment Representations.* Notwithstanding As a condition to the exercise of an Award, the Corporation may require the person exercising such Award to represent and warrant at the time of any provision such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Corporation, such a representation is required.

## 16. NON-EXCLUSIVITY OF PLAN

Neither the adoption of this Plan by the Board of Directors nor the submission of this Plan to the contrary, amounts paid shareholders of the Corporation for approval shall be construed as creating any limitations on the power of the Board of Directors or payable the Committee to adopt such other incentive arrangements as either may deem desirable, including, without limitation, the granting of stock options, stock appreciation rights, restricted stock or restricted stock units otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

## 17. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

This Plan, the grant and exercise of Awards thereunder, and the obligation of the Corporation to sell, issue or deliver Shares under such Awards, shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any governmental or regulatory agency as may be required. The Corporation shall not be required to register in a Participant's name or deliver any Shares prior to the completion of any registration or qualification of such Shares under any federal, state or local law or any ruling or regulation of any government body which the Committee shall determine to be necessary or advisable. To the extent the Corporation is unable to or the Committee deems it infeasible to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Corporation's counsel to be necessary or advisable for the lawful issuance and sale of any Shares hereunder, the Intel Corporation Compensation Recoupment Policy, shall be relieved of any liability with respect to the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained. No Stock Option shall be exercisable and no Shares shall be issued and/or transferable under any other Award unless a registration statement with respect to the Shares underlying such Stock Option is effective and current or the Corporation has determined that such registration is unnecessary.

## 18. LIABILITY OF CORPORATION

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The Corporation shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Corporation has been unable to obtain from any regulatory body having jurisdiction the authority deemed by the Corporation's counsel to be necessary to the lawful issuance and sale of any Shares hereunder; and (b) any tax consequence expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Stock Option or other Award granted hereunder.

Exhibit 10.2

ALTERA CORPORATION  
2024 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

1. *Terms of Restricted Stock Unit.* This Restricted Stock Unit Agreement, including any appendix attached hereto (this Restricted Stock Unit Agreement and such appendix, together, this "Agreement"), the Restricted Stock Unit Notice of Grant delivered herewith (or via web portal at the applicable award acceptance page as may be in effect from time to time) (the "Notice of Grant") and the Altera Corporation 2024 Equity Incentive Plan (the "2024 Plan"), as such may be amended from time to time, constitute the entire understanding between you, Altera Corporation, a Delaware corporation (the "Compensation Recoupment Policy Corporation") and the entity that employs you or you provide services for (if different from the Corporation, the "Employer"), regarding the Restricted Stock Units ("RSUs") identified in your Notice of Grant. The RSUs granted to you are

effective as of the grant date set forth in the Notice of Grant (the "Grant Date"). If there is any conflict between the terms in this Agreement and the 2024 Plan, the terms of the 2024 Plan will prevail. Capitalized terms not explicitly defined in this Agreement or in the Notice of Grant but defined in the 2024 Plan will have the same definitions as in the 2024 Plan.

2. **Acceptance.** If you are instructed by the administrators of the 2024 Plan to accept this Agreement and you fail to do so in the manner specified by the administrators within the earlier of (i) the first vest date or (ii) 180 days following the Grant Date, the RSUs identified in your Notice of Grant will be cancelled, except as otherwise determined by the Corporation in its sole discretion.

3. **Vesting of RSUs.** Except as set forth in Sections 6, 7, 8 and 9 of this Agreement, provided that you remain continuously employed by, or continuously provide services to, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel from the Grant Date specified in the Notice of Grant through each vesting date specified in the Notice of Grant, the RSUs allocated to each vesting date will vest and be converted into the right to receive the number of shares of the Corporation's Common Stock, \$0.001 par value (the "Common Stock"). In the event the Common Stock is traded on a stock exchange or national market system ("Exchange") and a vesting date for any RSUs falls on a weekend or any other day on which such Exchange is not open, such RSUs will vest on the vesting date specified in the Notice of Grant, but the Fair Market Value (as defined in the 2024 Plan) of such vested RSUs, including for purposes of tax withholding and reporting, will be determined as of the next following Exchange trading day; provided, however, that if you are designated by the Board of Directors to be an "officer" as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934 (a "Section 16 Officer"), the foregoing shall not apply, and your affected RSUs will vest on the next following Exchange trading day and the Fair Market Value of such vested RSUs will be determined as of the date the RSUs vested. The number of shares of Common Stock into which RSUs convert as specified in the Notice of Grant will be adjusted for stock splits and similar matters as specified in and pursuant to the 2024 Plan.

RSUs will vest to the extent provided in and in accordance with the terms of the Notice of Grant and this Agreement. If your status as an Employee, Consultant or Outside Director terminates for any reason except death or Disablement (as defined in the 2024 Plan), prior to the vesting dates set forth in your Notice of Grant, your unvested RSUs will be cancelled.

4. **Conversion into Common Stock.** Shares of Common Stock will be issued or become free of restrictions as soon as practicable following vesting of the RSUs, provided that you have satisfied your tax withholding obligations as specified under Section 10 of this Agreement and you have completed, signed and returned any documents and taken any additional action that the Corporation deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The shares of Common Stock will be issued in your name (or may be issued to your executor or personal representative, in the event of your death or Disablement), and may be effected by recording shares on the stock records of the Corporation or by crediting shares in an account established on your behalf with a brokerage firm or other custodian, in each case as determined by the Corporation. In no event will the Corporation be obligated to issue a fractional share.

Notwithstanding the foregoing, (i) the Corporation will not be obligated to deliver any shares of the Common Stock during any period when the Corporation determines that the conversion of a RSU or the delivery of shares

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hereunder would violate any laws of the United States or your country of residence and/or employment and/or may issue shares subject to any restrictive legends that, as determined by the Corporation's counsel, is necessary to comply with securities or other regulatory requirements, and (ii) the date on which shares are issued may include a delay in order to provide the Corporation such time as it determines appropriate to address tax withholding and other administrative matters.

5. **Suspension or Termination of RSUs for Misconduct.** If at any time the Committee of the Board of Directors established pursuant to the 2024 Plan (the "Committee"), including any Subcommittee or "Authorized Officer" (as defined in the 2024 Plan) reasonably believe that you have committed an act of misconduct as described in Section 8(b)(vi) of the 2024 Plan (embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or a Subsidiary thereof, breach of fiduciary duty or deliberate disregard of Corporation or Subsidiary rules resulting in loss, damage or injury to the Corporation or a Subsidiary thereof, an unauthorized disclosure of any Corporation or Subsidiary trade secret or confidential information, any conduct constituting unfair competition, inducing any customer to breach a contract with the Corporation or a Subsidiary thereof or inducing any principal for whom the Corporation or a Subsidiary thereof acts as agent to terminate such agency relationship), the vesting of your RSUs may be suspended pending a determination of whether an act of misconduct has been committed. If the Corporation determines that you have committed an act of misconduct, all RSUs not vested as of the date the Corporation was notified that you may have committed an act of misconduct will be cancelled and neither you nor any beneficiary will be entitled to any claim with respect to the RSUs whatsoever. Any determination by the Committee or an Authorized Officer with respect to the foregoing will be final, conclusive, and binding on all interested parties.

6. **Termination of Employment/Service.** Except as expressly provided otherwise in this Agreement, if your employment by, or service with, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel terminates for any reason, whether voluntarily or involuntarily, other than on account of death or Disablement, all RSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise. For purposes of this Section 6, your employment or service with any partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Corporation or Subsidiary of the Corporation is a party will be considered employment or service for purposes of this provision if either (a) the entity is designated by the Committee as a Subsidiary for purposes of this provision or (b) you are specifically designated as an Employee, Consultant or Outside Director of a Subsidiary for purposes of this provision.

For purposes of this provision, your employment or service is not deemed terminated if, prior to 60 days after the date of termination from the Corporation, a Subsidiary of the Corporation, or, prior to the Transition Date, Intel, you are rehired by the Corporation or a Subsidiary of the Corporation on a basis that would make you eligible for future RSU grants by the Corporation. In addition, your transfer from Intel to the Corporation as of the Transition Date, from the Corporation to any Subsidiary of the Corporation, or from any one Subsidiary to another, or from a Subsidiary to the Corporation is not deemed a termination of employment or service. Notwithstanding any other provision of this Agreement, if, following the Transition Date, you are rehired by Intel Corporation (or any other Parent of the Corporation) following a termination of your employment or service with the Corporation or a Subsidiary thereof, all RSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise.

7. **Death.** Except as expressly provided otherwise in this Agreement, if you die while employed by, or providing services to, the Corporation or any Subsidiary of the Corporation, your RSUs will become 100% vested.

8. **Disablement.** Except as expressly provided otherwise in this Agreement, if your employment or service with the Corporation or any Subsidiary of the Corporation terminates as a result of Disablement, your RSUs will become 100% vested upon the later of the date of your termination due to your Disablement or the date of determination of your Disablement.

9. **Change in Control Provisions.**

(a) In the event that (a) a Change in Control occurs and (b) the RSUs, to the extent outstanding, are not assumed or substituted in connection therewith, then any unvested portion of the RSUs shall become fully vested. For purposes of this Section 9, the RSUs shall be considered to be assumed or substituted for if, following the Change in Control, the RSUs remain subject to the same terms and conditions that were applicable to the RSUs

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immediately prior to the Change in Control except that, if the RSUs related to Shares, the RSUs instead confers the right to receive common equity of the acquiring entity (or cash or such other security or entity as may be determined by the Committee, in its sole discretion).

(b) In the event that (a) a Change in Control occurs and (b) the RSUs, to the extent outstanding, are assumed or substituted in connection therewith and your employment or service is terminated by the Corporation, its successor or an affiliate thereof without Cause, or by you for Good Reason, in either case, on or after the effective date of the Change in Control but prior to twelve (12) months following the Change in Control, then any unvested portion of the RSUs shall become fully vested provided that you sign and do not revoke a release in favor of the Corporation that will be mutually agreed upon between you and the Corporation (a "Release"), and such Release becomes effective within 60 days following the date your employment terminates. The vesting described in the preceding sentence shall be effective as of the date of effectiveness of the Release, provided that if such 60-day period spans two calendar years, such vesting will occur on the first day of the later of such calendar years. For purposes of this Section 9(b) and notwithstanding anything in the Plan or this Award Agreement to the contrary, a Change of Control will be deemed to have occurred in the event Intel holds less than 40% Beneficial Ownership (within the meaning set forth in Rule 13d-3 promulgated under Section 13 of the Securities Exchange Act of 1934) in the Corporation at any time during the five (5) year period following January 1, 2024.

For purposes of this Section 9, "Cause" means your (a) commission of an act of material fraud or dishonesty against Intel, the Corporation or any Subsidiary; (b) intentional refusal or willful failure to substantially carry out the lawful and reasonable instructions of the Board of Directors (other than any such failure resulting from your disability); (c) conviction of, guilty plea or "no contest" plea to a felony or to a misdemeanor involving moral turpitude (where moral turpitude means so extreme a departure from ordinary standards of honesty, good morals, justice, or ethics as to be shocking to the moral sense of the community); (d) gross misconduct in connection with the performance of the Participant's duties; (e) improper disclosure of confidential information (excluding conduct or activities undertaken in good faith by the Participant in the ordinary course of the Participant performing her duties or promoting the Corporation) or a material violation of a Corporation or any Subsidiary's policy or Code of Conduct or, to the extent applicable, (including Intel's policy or Code of Conduct; (f) breach of fiduciary duty to Intel, the Corporation or any Subsidiary thereof; (g) failure to reasonably cooperate with Intel, the Corporation or any Subsidiary in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action or otherwise being disqualified from serving in the Participant's job as a result of such investigation, formal proceeding, or enforcement action; or (h) breach of duty of loyalty to the Corporation or any Subsidiary thereof or, to the extent applicable, Intel. Prior to termination for Cause, the Corporation shall provide 30 days prior written notice of the grounds for Cause and give you an opportunity within (and including all of) those 30 days to cure the alleged breach. If the breach is substantially cured during such period, Cause will not exist on account of such breach. The Participant and Corporation recognize that given the egregious nature of the conduct defined as Cause, a cure may not be possible. No act or failure to act on your part shall be considered "willful" unless the Parent reasonably and in good faith determines it is done, or omitted to be done, in bad faith or without reasonable belief that your act or omission was in the best interests of the Corporation. Without limitation, any act, or failure to act, based upon express authority given pursuant to a resolution duly adopted by the Board of Directors with respect to such act or omission, or based upon the advice of legal counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Corporation.

For purposes of this Section 9, "Good Reason" means that you have complied with the Good Reason process (as defined below) following the occurrence, without your express, written consent, of one or more of the following conditions (whether by a single action or a series of actions): (a) a material reduction in your title, duties, responsibilities, or authority; (b) a material reduction by the Corporation of your annual base salary or target bonus; or (c) a failure by the Corporation to timely satisfy its obligations

with respect to any of the equity award grants described in your offer letter. **“Good Reason Process”** means that (1) a Good Reason condition has occurred; (2) you notified the Corporation in writing within sixty (60) days of you first becoming aware of the events or circumstances claimed to give rise to Good Reason; (3) the Corporation fails to cure such events or circumstances within the thirty (30) days following such notice (the “**Cure Period**”); and (4) you terminate your employment by written notice to the Board of Directors within thirty (30) days after the end of the Cure Period. If the Corporation cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have existed in such case.

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**10. Tax Withholding.**

(a) To the extent RSUs are subject to tax withholding obligations, the taxable amount generally will be based on the Fair Market Value on the date of the taxable event. RSUs are taxable in accordance with the existing or future tax laws of the country or countries in which you are subject to tax such as the country or countries in which you reside and/or are employed on the Grant Date, vest dates, or during the vesting period. Your RSUs may be taxable in more than one country, based on your country of citizenship and/or the countries in which you resided or were employed on the Grant Date, vest date or during the vesting or other relevant period.

(b) You will make arrangements satisfactory to the Corporation (or the entity that employs you, if different from the Corporation and the Employer is involved in the administration of the 2024 Plan) for the payment and satisfaction of any income tax, social security tax, payroll tax, social taxes, applicable national or local taxes, or payment on account of other tax related to withholding obligations that arise by reason of granting or vesting of RSUs or sale of Common Stock shares from vested RSUs (whichever is applicable).

(c) The Corporation will not be required to issue or lift any restrictions on shares of the Common Stock pursuant to your RSUs or to recognize any purported transfer of shares of the Common Stock until such amounts being calculated obligations are satisfied.

(d) Unless provided otherwise by the Committee, these obligations will be satisfied by the Corporation withholding a number of shares of Common Stock that would otherwise be issued under the RSUs that the Corporation determines has a Fair Market Value sufficient to meet the maximum tax withholding obligations in all relevant jurisdictions, reduced by the amount of any withholding obligation you have already satisfied by cash payment to the Corporation. In the event that the Committee provides that these obligations will not be satisfied under the method described in the previous sentence, you authorize the Corporation or any successor plan administrator to sell a number of shares of Common Stock that are issued under the RSUs, which the Corporation determines is sufficient to generate an amount that meets the tax withholding obligations plus additional shares to account for rounding and market fluctuations, and to pay such tax withholding to the Corporation for remittance to the appropriate tax authorities. The shares may be sold as part of a block trade with other Participants in which all Participants receive an average price.

(e) You are ultimately liable and responsible for all taxes owed by you in connection with your RSUs, regardless of any action the Corporation takes or any transaction pursuant to this Section 10 with respect to any tax withholding obligations that arise in connection with the RSUs. The Corporation makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the RSUs or the subsequent sale of any of the shares of Common Stock underlying the RSUs that vest. The Corporation does not commit and is under no obligation to structure the RSU program to reduce or eliminate your tax liability.

**11. Rights as Stockholder.** Your RSUs may not be otherwise sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Securities Act of 1933. Any attempt to transfer, assign, hypothecate or otherwise dispose of your RSUs other than as permitted above, will be void and unenforceable against the Corporation.

You will have the rights of a stockholder only after shares of the Common Stock have been issued to you following vesting of your RSUs and satisfaction of all other conditions to the issuance of those shares as set forth in this Agreement. RSUs will not entitle you to any rights of a stockholder of Common Stock and there are no voting or dividend rights with respect to your RSUs. RSUs will remain terminable pursuant to this Agreement at all times until they vest and convert into shares. As a condition to having the right to receive shares of Common Stock pursuant to your RSUs, you acknowledge that unvested RSUs will have no value for purposes of any aspect of your employment or service relationship with the Corporation or a Parent or Subsidiary of the Corporation.

**12. Disputes.** Any question concerning the interpretation of this Agreement, your Notice of Grant, the RSUs or the 2024 Plan, any adjustments required to be made thereunder, and any controversy that may arise under this Agreement,

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your Notice of Grant, the RSUs or the 2024 Plan will be determined by reference the Committee (including any person(s) to whom the Committee has delegated its authority) in its sole and absolute discretion. Such decision by the Committee will be final and binding unless determined pursuant to Section 15(f) to have been arbitrary and capricious.

13. **Amendments.** The 2024 Plan and RSUs may be amended or altered by the Committee or the Board of Directors to the extent provided in the 2024 Plan.

14. **Data Privacy.** You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document and any other RSU grant materials ("Data") by and among, as applicable, the Corporation, the Employer and any other Parent or Subsidiary of the Corporation for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan.

You hereby understand that the Corporation holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Corporation, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, administering and managing the 2024 Plan. You hereby understand that Data will be transferred to the Corporation and any other third parties assisting in the implementation, administration and management of the 2024 Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You hereby understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Corporation and any other possible recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan, including any requisite transfer of such Data as may be required to another broker or other third party with whom you may elect to deposit any shares of Common Stock acquired under your RSUs. You hereby understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the 2024 Plan. You hereby understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Corporation or the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Corporation would not be able to grant you RSUs or other equity awards or administer or maintain such awards. Therefore, you hereby understand that refusing or withdrawing your consent may affect your ability to participate in the 2024 Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you hereby understand that you may contact the human resources representative responsible for your country at the local or regional level.

Finally, upon request of the Corporation or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Corporation and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the 2024 Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the 2024 Plan if you fail to provide any such consent or agreement requested by the Corporation and/or the Employer.

15. **The 2024 Plan and Other Terms.**

(a) Any prior agreements, commitments or negotiations concerning the RSUs are superseded by this Agreement and your Notice of Grant. You hereby acknowledge that a copy of the 2024 Plan has been made available to you.

(b) The grant of RSUs to an underlying Employee, Consultant or Outside Director in any one year, or at any time, does not obligate the Corporation or any Parent or Subsidiary of the Corporation to make a grant in any future year

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or in any given amount and should not create an expectation that the Corporation or payment any Parent or Subsidiary of the Corporation might make a grant in any future year or in any given amount.

(c) In connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities, Participant hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Corporation's initial public offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the

managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

(d) Notwithstanding any other provision of this Agreement, if any changes in law or the financial or tax accounting rules applicable to the RSUs covered by this Agreement will occur, the Corporation may, in its sole discretion, (i) modify this Agreement to impose such restrictions or procedures with respect to the RSUs (whether vested or unvested), the shares issued or issuable pursuant to the RSUs and/or any proceeds or payments from or relating to such shares as it determines to be necessary or appropriate to comply with applicable law or to address, comply with or offset the economic effect to the Corporation of any accounting or administrative matters relating thereto, or (ii) cancel and cause a forfeiture with respect to any unvested RSUs at the time of such determination.

(e) Nothing contained in this Agreement creates or implies an employment contract or term of employment upon which you may rely.

(f) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock, an essential term of this Agreement is that it will be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the RSUs granted hereunder will be brought in the state or federal courts of competent jurisdiction in the State of California.

(g) Notwithstanding anything to the contrary in this Agreement or the applicable Notice of Grant, your RSUs are subject to reduction by the Compensation Recoupment Policy. Corporation if you change your employment classification from a full-time Employee to a part-time Employee, or from a full-time Employee to a Consultant or Outside Director.

6. (h) Relation RSUs are not part of your employment or service contract (if any) with the Corporation or any Parent or Subsidiary of the Corporation, your salary or fees, your normal or expected compensation, or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity.

(i) In consideration of the grant of RSUs, no claim or entitlement to compensation or damages will arise from termination of your RSUs or diminution in value of the RSUs or Common Stock acquired through vested RSUs resulting from termination of your active employment by the Corporation or any Parent or Subsidiary of the Corporation (for any reason whatsoever and whether or not in breach of local labor laws) and you hereby release the Corporation and any Parent or Subsidiary of the Corporation from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then you will be deemed irrevocably to have waived your entitlement to pursue such claim.

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(j) Notwithstanding any terms or conditions of the 2024 Plan to the contrary, in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the RSUs and vest in RSUs under the 2024 Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), your right to sell shares of Common Stock that converted from vested RSUs after termination of employment, if any, will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

(k) Notwithstanding any provision of this Agreement, the Notice of Grant or the 2024 Plan to the contrary, if, at the time of your termination of employment with the Corporation or any of its Subsidiaries, you are a "specified employee" as defined in Section 409A of the Internal Revenue Code ("Code"), and one or more of the payments or benefits received or to be received by you pursuant to the RSUs would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under the RSUs until the earliest of (A) the date which is six (6) months after your "separation from service" for any reason, other Arrangements than death or "disability" (as such terms are used in Section 409A(a)(2) of the Code), (B) the date of your death or "disability" (as such term is used in Section 409A(a)(2)(C) of the Code) or (C) the effective date of a "change in the ownership or effective control" of the Corporation (as such term is used in Section 409A(a)(2)(A)(v) of the Code). This Plan is Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. The RSUs are intended to comply with or be consistent exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent; provided, that the Intel Corporation Executive Officer Cash Severance Policy, does not guarantee you any particular tax treatment of the RSUs. In addition, if any provision of the RSUs would cause you to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, the Corporation may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(l) The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding your participation in the 2024 Plan, or his or her acquisition or sale of the underlying shares of Common Stock. You understand and agree that you are advised to consult with your own personal

tax, legal and financial advisors regarding your participation in the 2024 Plan before taking any action related to the 2024 Plan.

(m) In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(n) You acknowledge that a waiver by the Corporation of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

16. Imposition of Other Requirements. The Corporation reserves the right to impose other requirements on the RSUs and on any shares of Common Stock acquired upon vesting of the RSUs, to the extent that the Committee determines it is necessary for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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By acknowledging this grant of an award or your acceptance of this Agreement in the manner specified by the administrator, you, the Corporation and the Employer agree that the RSUs identified in your Notice of Grant are governed by the terms of this Agreement, the Notice of Grant and the 2024 Plan. You further acknowledge that you have read and understood the terms of the RSUs set forth in this Agreement, the Notice of Grant and the 2024 Plan.

Exhibit 10.3

ALTERA CORPORATION  
2024 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

1. Terms of Restricted Stock Unit. This Restricted Stock Unit Agreement, including any appendix attached hereto (this Restricted Stock Unit Agreement and such appendix, together, this "Agreement"), the Restricted Stock Unit Notice of Grant delivered herewith (or via web portal at the applicable award acceptance page as may be in effect from time to time) (the "Notice of Grant") and the Altera Corporation 2024 Equity Incentive Plan (the "2024 Plan"), as such may be amended from time to time, constitute the entire understanding between you, Altera Corporation, a Delaware corporation (the "Severance Policy Corporation") and the entity that employs you or you provide services for (if different from the Corporation, the "Employer"), regarding the Restricted Stock Units ("RSUs") identified in your Notice of Grant. The RSUs granted to you are effective as of the grant date set forth in the Notice of Grant (the "Grant Date"). If there is any conflict between the terms in this Agreement and the 2024 Plan, the terms of the 2024 Plan will prevail. Capitalized terms not explicitly defined in this Agreement or in the Notice of Grant but defined in the 2024 Plan will have the same definitions as in the 2024 Plan.

2. Acceptance. If you are instructed by the administrators of the 2024 Plan to accept this Agreement and you fail to do so in the manner specified by the administrators within the earlier of (i) the first vest date or (ii) 180 days following the Grant Date, the RSUs identified in your Notice of Grant will be cancelled, except as otherwise determined by the Corporation in its sole discretion.

3. Vesting of RSUs. Except as set forth in Sections 6 and 7 of this Agreement, provided that you remain continuously employed by, or continuously provide services to, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel from the Grant Date specified in the Notice of Grant through each vesting date specified in the Notice of Grant, the RSUs allocated to each vesting date will vest and be converted into the right to receive the number of shares of the Corporation's Common Stock, \$0.001 par value (the "Common Stock"). In the event the Common Stock is traded on a stock exchange or national market system ("Exchange") and a vesting date for any RSUs falls on a weekend or any other day on which such Exchange is not open, such RSUs will vest on the vesting date specified in the Notice of Grant, but the Fair Market Value (as defined in the 2024 Plan) of such vested RSUs, including for purposes of tax withholding and reporting, will be determined as of the next following Exchange trading day; provided, however, that if you are designated by the Board of Directors to be an "officer" as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934 (a "Section 16 Officer"), the foregoing shall not apply, and your affected RSUs will vest on the next following Exchange trading day and the Fair Market Value of such vested RSUs will be determined as of the date the RSUs vested. The Committee may take such actions number of shares of Common Stock into which RSUs convert as it deems necessary specified in the Notice of Grant will be adjusted for stock splits and similar matters as specified in and pursuant to implement the 2024 Plan.

RSUs will vest to the extent provided in and administer this Plan consistent in accordance with the terms of the Severance Policy, Notice of Grant and this Agreement. If your status as an Employee, Consultant or Outside Director terminates for any reason, prior to the vesting dates set forth in your Notice of Grant, your unvested RSUs will be cancelled.

4. Conversion into Common Stock. Shares of Common Stock will be issued or become free of restrictions as soon as practicable following vesting of the RSUs, provided that you have satisfied your tax withholding obligations as specified under Section 8 of this Agreement and you have completed, signed and

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returned any documents and taken any additional action that the Corporation deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The shares of Common Stock will be issued in your name (or may be issued to your executor or personal representative, in the event of your death or Disablement), and may be effected by recording shares on the stock records of the Corporation or by crediting shares in an account established on your behalf with a brokerage firm or other custodian, in each case as determined by the Corporation. In no event will the Corporation be obligated to issue a fractional share.

Notwithstanding the foregoing, (i) the Corporation will not be obligated to deliver any shares of the Common Stock during any period when the Corporation determines that the conversion of a RSU or the delivery of shares hereunder would violate any laws of the United States or your country of residence and/or employment and/or may issue shares subject to any restrictive legends that, as determined by the Corporation's counsel, is necessary to comply with securities or other regulatory requirements, and (ii) the date on which shares are issued may include a delay in order to provide the Corporation such time as it determines appropriate to address tax withholding and other administrative matters.

**5. Suspension or Termination of RSUs for Misconduct.** If at any time the Committee of the Board of Directors established pursuant to the 2024 Plan (the "Committee"), including any Subcommittee or "Authorized Officer" (as defined in the 2024 Plan) reasonably believe that you have committed an act of misconduct as described in Section 8(b)(vi) of the 2024 Plan (embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or a Subsidiary thereof, breach of fiduciary duty or deliberate disregard of Corporation or Subsidiary rules resulting in loss, damage or injury to the Corporation or a Subsidiary thereof, an unauthorized disclosure of any Corporation or Subsidiary trade secret or confidential information, any conduct constituting unfair competition, inducing any customer to breach a contract with the Corporation or a Subsidiary thereof or inducing any principal for whom the Corporation or a Subsidiary thereof acts as agent to terminate such agency relationship), the vesting of your RSUs may be suspended pending a determination of whether an act of misconduct has been committed. If the Corporation determines that you have committed an act of misconduct, all RSUs not vested as of the date the Corporation was notified that you may have committed an act of misconduct will be cancelled and neither you nor any beneficiary will be entitled to any claim with respect to the RSUs whatsoever. Any determination by the Committee or an Authorized Officer with respect to the foregoing will be final, conclusive, and binding on all interested parties.

**6. Termination of Employment/Service.** Except as expressly provided otherwise in this Agreement, if your employment by, or service with, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel terminates for any reason, whether voluntarily or involuntarily, all RSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise. For purposes of this Section 6, your employment or service with any partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Corporation or Subsidiary of the Corporation is a party will be considered employment or service for purposes of this provision if either (a) the entity is designated by the Committee as a Subsidiary for purposes of this provision or (b) you are specifically designated as an Employee, Consultant or Outside Director of a Subsidiary for purposes of this provision.

For purposes of this provision, your employment or service is not deemed terminated if, prior to 60 days after the date of termination from the Corporation, a Subsidiary of the Corporation, or, prior to the Transition Date, Intel, you are rehired by the Corporation or a Subsidiary of the Corporation on a basis that would make you eligible for future RSU grants by the Corporation. In addition, your transfer from Intel to the Corporation as of the Transition Date, from the Corporation to any Subsidiary of the Corporation, or from any one

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Subsidiary to another, or from a Subsidiary to the Corporation is not deemed a termination of employment or service. Notwithstanding any other provision of this Agreement, if, following the Transition Date, you are rehired by Intel Corporation (or any other Parent of the Corporation) following a termination of your employment or service with the Corporation or a Subsidiary thereof, all RSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise.

**7. Unfunded Change in Control Provisions.**

(a) In the event that (a) a Change in Control occurs and (b) the RSUs, to the extent outstanding, are not assumed or substituted in connection therewith, then any unvested portion of the RSUs shall become fully vested. For purposes of this Section 7, the RSUs shall be considered to be assumed or substituted for if, following the Change in Control, the RSUs remain subject to the same terms and conditions that were applicable to the RSUs immediately prior to the Change in Control except that, if the RSUs relate to Shares, the RSUs instead confer the right to receive common equity of the acquiring entity (or cash or such other security or entity as may be determined by the Committee, in its sole discretion).

(b) In the event that (a) a Change in Control occurs and (b) the RSUs, to the extent outstanding, are assumed or substituted in connection therewith and your employment or service is terminated by the Corporation, its successor or an affiliate thereof without Cause, or by you for Good Reason, in either case, on or after the effective date of the Change in Control but prior to twelve (12) months following the Change in Control, then any unvested portion of the RSUs shall become fully vested provided that you sign and do not revoke a release in favor of the Corporation that will be mutually agreed upon between you and the Corporation (a "Release"), and such Release becomes effective within 60 days following the date your employment terminates. The vesting described in the preceding sentence shall be effective as of the date of effectiveness of the Release, provided that if such 60-day period spans two calendar years, such vesting will occur on the first day of the later of such calendar years. For purposes of this Section 7(b) and notwithstanding anything in the Plan or this Award Agreement to the contrary, a Change of Control will be deemed to have occurred in the event Intel holds less than 40% Beneficial Ownership (within the meaning set forth in Rule 13d-3 promulgated under Section 13 of the Securities Exchange Act of 1934) in the Corporation at any time during the five (5) year period following January 1, 2024.

For purposes of this Section 7, "Cause" means your (a) commission of an act of material fraud or dishonesty against Intel, the Corporation or any Subsidiary; (b) intentional refusal or willful failure to substantially carry out the lawful and reasonable instructions of the Board of Directors (other than any such failure resulting from your disability); (c) conviction of, guilty plea or "no contest" plea to a felony or to a misdemeanor involving moral turpitude (where moral turpitude means so extreme a departure from ordinary standards of honesty, good morals, justice, or ethics as to be shocking to the moral sense of the community); (d) gross misconduct in connection with the performance of the Participant's duties; (e) improper disclosure of confidential information (excluding conduct or activities undertaken in good faith by the Participant in the ordinary course of the Participant performing her duties or promoting the Corporation) or a material violation of a Corporation or any Subsidiary's policy or Code of Conduct or, to the extent applicable, Intel's policy or Code of Conduct; (f) breach of fiduciary duty to Intel, the Corporation or any Subsidiary thereof; (g) failure to reasonably cooperate with Intel, the Corporation or any Subsidiary in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action or otherwise being disqualified from serving in the Participant's job as a result of such investigation, formal proceeding, or enforcement action; or (h) breach of

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duty of loyalty to the Corporation or any Subsidiary thereof or, to the extent applicable, Intel. Prior to termination for Cause, the Corporation shall provide 30 days prior written notice of the grounds for Cause and give you an opportunity within (and including all of) those 30 days to cure the alleged breach. If the breach is substantially cured during such period, Cause will not exist on account of such breach. The Participant and Corporation recognize that given the egregious nature of the conduct defined as Cause, a cure may not be possible. No act or failure to act on your part shall be considered "willful" unless the Parent reasonably and in good faith determines it is done, or omitted to be done, in bad faith or without reasonable belief that your act or omission was in the best interests of the Corporation. Without limitation, any act, or failure to act, based upon express authority given pursuant to a resolution duly adopted by the Board of Directors with respect to such act or omission, or based upon the advice of legal counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Corporation.

For purposes of this Section 7, "Good Reason" means that you have complied with the Good Reason process (as defined below) following the occurrence, without your express, written consent, of one or more of the following conditions (whether by a single action or a series of actions): (a) a material reduction in your title, duties, responsibilities, or authority; (b) a material reduction by the Corporation of your annual base salary or target bonus; or (c) a failure by the Corporation to timely satisfy its obligations with respect to any of the equity award grants described in your offer letter. "Good Reason Process" means that (1) a Good Reason condition has occurred; (2) you notified the Corporation in writing within sixty (60) days of you first becoming aware of the events or circumstances claimed to give rise to Good Reason; (3) the Corporation fails to cure such events or circumstances within the thirty (30) days following such notice (the "Cure Period"); and (4) you terminate your employment by written notice to the Board of Directors within thirty (30) days after the end of the Cure Period. If the Corporation cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have existed in such case.

## 8. Tax Withholding.

(a) To the extent RSUs are subject to tax withholding obligations, the taxable amount generally will be based on the Fair Market Value on the date of the taxable event. RSUs are taxable in accordance with the existing or future tax laws of the country or countries in which you are subject to tax such as the country or countries in which you reside and/or are employed on the Grant Date, vest dates, or during the vesting period. Your RSUs may be taxable

in more than one country, based on your country of citizenship and/or the countries in which you resided or were employed on the Grant Date, vest date or during the vesting or other relevant period.

(b) You will make arrangements satisfactory to the Corporation (or the entity that employs you, if different from the Corporation and the Employer is involved in the administration of the 2024 Plan) for the payment and satisfaction of any income tax, social security tax, payroll tax, social taxes, applicable national or local taxes, or payment on account of other tax related to withholding obligations that arise by reason of granting or vesting of RSUs or sale of Common Stock shares from vested RSUs (whichever is applicable).

(c) The Corporation will not be required to issue or lift any restrictions on shares of the Common Stock pursuant to your RSUs or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied.

(d) Unless provided otherwise by the Committee, these obligations will be satisfied by the Corporation withholding a number of shares of Common Stock that would otherwise be issued under the

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RSUs that the Corporation determines has a Fair Market Value sufficient to meet the maximum tax withholding obligations in all relevant jurisdictions, reduced by the amount of any withholding obligation you have already satisfied by cash payment to the Corporation. In the event that the Committee provides that these obligations will not be satisfied under the method described in the previous sentence, you authorize the Corporation or any successor plan administrator to sell a number of shares of Common Stock that are issued under the RSUs, which the Corporation determines is sufficient to generate an amount that meets the tax withholding obligations plus additional shares to account for rounding and market fluctuations, and to pay such tax withholding to the Corporation for remittance to the appropriate tax authorities. The shares may be sold as part of a block trade with other Participants in which all Participants receive an average price.

(e) You are ultimately liable and responsible for all taxes owed by you in connection with your RSUs, regardless of any action the Corporation takes or any transaction pursuant to this Section 8 with respect to any tax withholding obligations that arise in connection with the RSUs. The Corporation makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the RSUs or the subsequent sale of any of the shares of Common Stock underlying the RSUs that vest. The Corporation does not commit and is under no obligation to structure the RSU program to reduce or eliminate your tax liability.

9. **Rights as Stockholder.** Your RSUs may not be otherwise sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Securities Act of 1933. Any attempt to transfer, assign, hypothecate or otherwise dispose of your RSUs other than as permitted above, will be void and unenforceable against the Corporation.

You will have the rights of a stockholder only after shares of the Common Stock have been issued to you following vesting of your RSUs and satisfaction of all other conditions to the issuance of those shares as set forth in this Agreement. RSUs will not entitle you to any rights of a stockholder of Common Stock and there are no voting or dividend rights with respect to your RSUs. RSUs will remain terminable pursuant to this Agreement at all times until they vest and convert into shares. As a condition to having the right to receive shares of Common Stock pursuant to your RSUs, you acknowledge that unvested RSUs will have no value for purposes of any aspect of your employment or service relationship with the Corporation or a Parent or Subsidiary of the Corporation.

10. **Disputes.** Any question concerning the interpretation of this Agreement, your Notice of Grant, the RSUs or the 2024 Plan, any adjustments required to be made thereunder, and any controversy that may arise under this Agreement, your Notice of Grant, the RSUs or the 2024 Plan will be determined by the Committee (including any person(s) to whom the Committee has delegated its authority) in its sole and absolute discretion. Such decision by the Committee will be final and binding unless determined pursuant to Section 15(f) to have been arbitrary and capricious.

11. **Amendments.** The 2024 Plan and RSUs may be amended or altered by the Committee or the Board of Directors to the extent provided in the 2024 Plan.

12. **Data Privacy.** You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document and any other RSU grant

materials ("Data") by and among, as applicable, the Corporation, the Employer and any other Parent or Subsidiary of the Corporation for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan.

You hereby understand that the Corporation holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Corporation, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, administering and managing the 2024 Plan. You hereby understand that Data will be transferred to the Corporation and any other third parties assisting in the implementation, administration and management of the 2024 Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You hereby understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Corporation and any other possible recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan, including any requisite transfer of such Data as may be required to another broker or other third party with whom you may elect to deposit any shares of Common Stock acquired under your RSUs. You hereby understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the 2024 Plan. You hereby understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Corporation or the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Corporation would not be able to grant you RSUs or other equity awards or administer or maintain such awards. Therefore, you hereby understand that refusing or withdrawing your consent may affect your ability to participate in the 2024 Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you hereby understand that you may contact the human resources representative responsible for your country at the local or regional level.

Finally, upon request of the Corporation or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Corporation and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the 2024 Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the 2024 Plan if you fail to provide any such consent or agreement requested by the Corporation and/or the Employer.

### **13. The 2024 Plan and Other Terms.**

(a) Any prior agreements, commitments or negotiations concerning the RSUs are superseded by this Agreement and your Notice of Grant. You hereby acknowledge that a copy of the 2024 Plan has been made available to you.

(b) The grant of RSUs to an Employee, Consultant or Outside Director in any one year, or at any time, does not obligate the Corporation or any Parent or Subsidiary of the Corporation to make a

grant in any future year or in any given amount and should not create an expectation that the Corporation or any Parent or Subsidiary of the Corporation might make a grant in any future year or in any given amount.

(c) In connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities, Participant hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Corporation's initial public offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces

that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

(d) Notwithstanding any other provision of this Agreement, if any changes in law or the financial or tax accounting rules applicable to the RSUs covered by this Agreement will occur, the Corporation may, in its sole discretion, (i) modify this Agreement to impose such restrictions or procedures with respect to the RSUs (whether vested or unvested), the shares issued or issuable pursuant to the RSUs and/or any proceeds or payments from or relating to such shares as it determines to be necessary or appropriate to comply with applicable law or to address, comply with or offset the economic effect to the Corporation of any accounting or administrative matters relating thereto, or (ii) cancel and cause a forfeiture with respect to any unvested RSUs at the time of such determination.

(e) Nothing contained in this Agreement creates or implies an employment contract or term of employment upon which you may rely.

(f) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock, an essential term of this Agreement is that it will be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the RSUs granted hereunder will be brought in the state or federal courts of competent jurisdiction in the State of California.

(g) Notwithstanding anything to the contrary in this Agreement or the applicable Notice of Grant, your RSUs are subject to reduction by the Corporation if you change your employment classification from a full-time Employee to a part-time Employee, or from a full-time Employee to a Consultant or Outside Director.

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(h) RSUs are not part of your employment or service contract (if any) with the Corporation or any Parent or Subsidiary of the Corporation, your salary or fees, your normal or expected compensation, or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity.

(i) In consideration of the grant of RSUs, no claim or entitlement to compensation or damages will arise from termination of your RSUs or diminution in value of the RSUs or Common Stock acquired through vested RSUs resulting from termination of your active employment by the Corporation or any Parent or Subsidiary of the Corporation (for any reason whatsoever and whether or not in breach of local labor laws) and you hereby release the Corporation and any Parent or Subsidiary of the Corporation from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then you will be deemed irrevocably to have waived your entitlement to pursue such claim.

(j) Notwithstanding any terms or conditions of the 2024 Plan to the contrary, in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the RSUs and vest in RSUs under the 2024 Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), your right to sell shares of Common Stock that converted from vested RSUs after termination of employment, if any, will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

(k) Notwithstanding any provision of this Agreement, the Notice of Grant or the 2024 Plan to the contrary, if, at the time of your termination of employment with the Corporation or any of its Subsidiaries, you are a "specified employee" as defined in Section 409A of the Internal Revenue Code ("Code"), and one or more of the payments or benefits received or to be received by you pursuant to the RSUs would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under the RSUs until the earliest of (A) the date which is six (6) months after your "separation from service" for any reason, other than death or "disability" (as such terms are used in Section 409A(a)(2) of the Code), (B) the date of your death or "disability" (as such term is used in Section 409A(a)(2)(C) of the Code) or (C) the effective date of a "change in the ownership or effective control" of the Corporation (as such term is used in Section 409A(a)(2)(A)(v) of the Code). Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. The RSUs are intended to comply with or be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent; provided, that the Corporation does not guarantee you any particular tax treatment of the RSUs. In addition, if any provision of the RSUs would cause you to incur any penalty tax or interest under Section 409A of the Code or any

regulations or Treasury guidance promulgated thereunder, the Corporation may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

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(l) The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding your participation in the 2024 Plan, or his or her acquisition or sale of the underlying shares of Common Stock. You understand and agree that you are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the 2024 Plan before taking any action related to the 2024 Plan.

(m) In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(n) You acknowledge that a waiver by the Corporation of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

14. **Imposition of Other Requirements.** The Corporation reserves the right to impose other requirements on the RSUs and on any shares of Common Stock acquired upon vesting of the RSUs, to the extent that the Committee determines it is necessary for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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By acknowledging this grant of an award or your acceptance of this Agreement in the manner specified by the administrator, you, the Corporation and the Employer agree that the RSUs identified in your Notice of Grant are governed by the terms of this Agreement, the Notice of Grant and the 2024 Plan. You further acknowledge that you have read and understood the terms of the RSUs set forth in this Agreement, the Notice of Grant and the 2024 Plan.

Exhibit 10.4

ALTERA CORPORATION  
2024 EQUITY INCENTIVE PLAN  
PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT

1. **Terms of Performance-Based Restricted Stock Unit.** This Performance-Based Restricted Stock Unit Agreement, including any exhibits and appendices attached hereto (this Performance-Based Restricted Stock Unit Agreement and such attachments, collectively, this "Agreement"), the Performance-Based Restricted Stock Unit Notice of Grant delivered herewith (or via web portal at the applicable award acceptance page as may be in effect from time to time) (the "Notice of Grant") and the Altera Corporation 2024 Equity Incentive Plan (the "2024 Plan"), as such may be amended from time to time, constitute the entire understanding between you, Altera Corporation, a Delaware corporation (the "Corporation") and the entity that employs you or you provide services for (if different from the Corporation, the "Employer"), regarding the Performance-Based Restricted Stock Units ("PSUs") identified in your Notice of Grant. The PSUs granted to you are effective as of the grant date set forth in the Notice of Grant (the "Grant Date"). If there is any conflict between the terms in this Agreement and the 2024 Plan, the terms of the 2024 Plan will prevail. Capitalized terms not explicitly defined in this Agreement or in the Notice of Grant but defined in the 2024 Plan will have the same definitions as in the 2024 Plan.

2. **Acceptance.** If you are instructed by the administrators of the 2024 Plan to accept this Agreement and you fail to do so in the manner specified by the administrators within the earlier of (i) the first vest date or (ii) 180 days following the Grant Date, the PSUs identified in your Notice of Grant will be cancelled, except as otherwise determined by the Corporation in its sole discretion.

3. **Vesting of PSUs.** Except as set forth in Sections 6, 7, 8 and 9 of this Agreement, provided that you remain continuously employed by, or continuously provide services to, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel from the Grant Date specified in the Notice of Grant through each vesting date specified in the Performance-Based Vesting Schedule attached hereto as Exhibit A, the PSUs will vest and be converted into the right to receive the number of shares of the Corporation's Common Stock, \$0.001 par value (the "**Common Stock**"), determined in accordance with the Performance-Based Vesting Schedule attached hereto as Exhibit A, except as otherwise provided in this Agreement. In the event the Common Stock is traded on a stock exchange or national market system ("**Exchange**") and a vesting date for any PSUs falls on a weekend or any other day on which such Exchange is not open, such PSUs will vest on the vesting date specified in the Performance-Based Vesting Schedule attached hereto as Exhibit A, but the Fair Market Value (as defined in the 2024 Plan) of such vested PSUs, including for purposes of tax withholding and reporting, will be determined as of the next following Exchange trading day; provided, however, that if you are designated by the Board of Directors to be an "officer" as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934 (a "**Section 16 Officer**"), the foregoing shall not apply, and your affected PSUs will vest on the next following Exchange trading day and the Fair Market Value of such vested PSUs will be determined as of the date the PSUs vested. The number of shares of Common Stock into which PSUs convert as specified in the Notice of Grant will be adjusted for stock splits and similar matters as specified in and pursuant to the 2024 Plan.

PSUs will vest to the extent provided in and in accordance with the terms of the Notice of Grant and this Agreement. If your status as an Employee, Consultant or Outside Director terminates for any reason except death or Disablement (as defined in the 2024 Plan), prior to the vesting dates set forth in your Notice of Grant, your unvested PSUs will be cancelled.

4. **Conversion into Common Stock.** Shares of Common Stock will be issued or become free of restrictions as soon as practicable following vesting of the PSUs (or, in the event of vesting acceleration for death or Disablement, the original vesting date, as specified in Exhibit A), provided that you have satisfied your tax withholding obligations as specified under Section 10 of this Agreement and you have completed, signed and returned any documents and taken any additional action that the Corporation deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The shares of Common Stock will be issued in your name (or may be issued to your executor or personal representative, in the event of your death or Disablement), and may be effected by recording shares on the stock records of the Corporation or by

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crediting shares in an account established on your behalf with a brokerage firm or other custodian, in each case as determined by the Corporation. In no event will the Corporation be obligated to issue a fractional share.

Notwithstanding the foregoing, (i) the Corporation will not be obligated to deliver any shares of the Common Stock during any period when the Corporation determines that the conversion of a PSU or the delivery of shares hereunder would violate any laws of the United States or your country of residence and/or employment and/or may issue shares subject to any restrictive legends that, as determined by the Corporation's counsel, is necessary to comply with securities or other regulatory requirements, and (ii) the date on which shares are issued may include a delay in order to provide the Corporation such time as it determines appropriate to address tax withholding and other administrative matters.

5. **Suspension or Termination of PSUs for Misconduct.** If at any time the Committee of the Board of Directors established pursuant to the 2024 Plan (the "**Committee**"), including any Subcommittee or "Authorized Officer" (as defined in the 2024 Plan) reasonably believe that you have committed an act of misconduct as described in Section 8(b)(vi) of the 2024 Plan (embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or a Subsidiary thereof, breach of fiduciary duty or deliberate disregard of Corporation or Subsidiary rules resulting in loss, damage or injury to the Corporation or a Subsidiary thereof, an unauthorized disclosure of any Corporation or Subsidiary trade secret or confidential information, any conduct constituting unfair competition, inducing any customer to breach a contract with the Corporation or a Subsidiary thereof or inducing any principal for whom the Corporation or a Subsidiary thereof acts as agent to terminate such agency relationship), the vesting of your PSUs may be suspended pending a determination of whether an act of misconduct has been committed. If the Corporation determines that you have committed an act of misconduct, all PSUs not vested as of the date the Corporation was notified that you may have committed an act of misconduct will be cancelled and neither you nor any beneficiary will be entitled to any claim with respect to the PSUs whatsoever. Any determination by the Committee or an Authorized Officer with respect to the foregoing will be final, conclusive, and binding on all interested parties.

6. **Termination of Employment/Service.** Except as expressly provided otherwise in this Agreement, if your employment by, or service with, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel terminates for any reason, whether voluntarily or involuntarily, other than on account of death or Disablement, all PSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise. For purposes of this Section 6, your employment or service with any partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Corporation or Subsidiary of the Corporation is a party will be considered employment or service for purposes of this provision if either (a) the entity is designated by the Committee as a Subsidiary for purposes of this provision or (b) you are specifically designated as an Employee, Consultant or Outside Director of a Subsidiary for purposes of this provision.

For purposes of this provision, your employment or service is not deemed terminated if, prior to 60 days after the date of termination from the Corporation, a Subsidiary of the Corporation, or, prior to the Transition Date, Intel you are rehired by the Corporation or a Subsidiary of the Corporation on a basis that would make you eligible for future PSU grants by the Corporation. In addition, your transfer from Intel to the Corporation as of the Transition Date, from the Corporation to any Subsidiary of the Corporation, or from any one Subsidiary to another, or from a Subsidiary to the Corporation is not deemed a termination of employment or service. Notwithstanding any other provision of this Agreement, if, following the Transition Date, you are rehired by Intel Corporation (or any other Parent of the Corporation) following a termination of your employment or service with

the Corporation or a Subsidiary thereof, all PSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise.

7. **Death.** Except as expressly provided otherwise in this Agreement, if you die while employed by, or providing services to, the Corporation or any Subsidiary of the Corporation, your PSUs will become 100% vested. PSUs subject to vesting acceleration due to death will settle as described in Section 4.

8. **Disablement.** Except as expressly provided otherwise in this Agreement, if your employment or service with the Corporation or any Subsidiary of the Corporation terminates as a result of Disablement, your PSUs will become 100% vested upon the later of the date of your termination due to your Disablement or the date of determination of your Disablement. PSUs subject to vesting acceleration due to Disablement will settle as described in Section 4.

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9. **Change in Control Provisions.**

(a) In the event that (a) a Change in Control occurs and (b) the PSUs, to the extent outstanding, are not assumed or substituted in connection therewith, then (1) any unvested portion of the PSUs shall become fully vested and (2) any performance conditions imposed with respect to the PSUs shall be ~~unfunded, deemed to be achieved at the greater of target and all benefits hereunder~~ actual performance levels. For purposes of this Section 9, the PSUs shall be ~~paid only~~ considered to be assumed or substituted for if, following the Change in Control, the PSUs remain subject to the same terms and conditions that were applicable to the PSUs immediately prior to the Change in Control except that, if the PSUs relate to Shares, the PSUs instead confer the right to receive common equity of the acquiring entity (or cash or such other security or entity as may be determined by the Committee, in its sole discretion).

(b) In the event that (a) a Change in Control occurs and (b) the PSUs, to the extent outstanding, are assumed or substituted in connection therewith and your employment or service is terminated by the Corporation, its successor or an affiliate thereof without Cause, or by you for Good Reason, in either case, on or after the effective date of the Change in Control but prior to twelve (12) months following the Change in Control, then any unvested PSUs will receive pro-rata vesting, determined by multiplying the target number of PSUs set forth in the Notice of Grant by a fraction, the numerator of which is the total number of full months elapsed from the ~~general assets~~ first day of the ~~Company~~ applicable performance period to the date your employment terminates and the denominator of which is the total number of months in the applicable performance period, provided that you sign and do not revoke a release in favor of the Corporation that will be mutually agreed upon between you and the Corporation (a "Release"), and such Release becomes effective within 60 days following the date your employment terminates. The vesting described in the preceding sentence shall be effective as of the date of effectiveness of the Release, provided that if such 60-day period spans two calendar years, such vesting will occur on the first day of the later of such calendar years. For purposes of this Section 9(b) and notwithstanding anything in the Plan or this Award Agreement to the contrary, a Change of Control will be deemed to have occurred in the event Intel holds less than 40% Beneficial Ownership (within the meaning set forth in Rule 13d-3 promulgated under Section 13 of the Securities Exchange Act of 1934) in the Corporation at any time during the five (5) year period following January 1, 2024.

For purposes of this Section 9, "**Cause**" means your (a) commission of an act of material fraud or dishonesty against Intel, the Corporation or any Subsidiary; (b) intentional refusal or willful failure to substantially carry out the lawful and reasonable instructions of the Board of Directors (other than any such failure resulting from your disability); (c) conviction of, guilty plea or "no contest" plea to a felony or to a misdemeanor involving moral turpitude (where moral turpitude means so extreme a departure from ordinary standards of honesty, good morals, justice, or ethics as to be shocking to the moral sense of the community); (d) gross misconduct in connection with the performance of the Participant's duties; (e) improper disclosure of confidential information (excluding conduct or activities undertaken in good faith by the Participant in the ordinary course of the Participant performing her duties or promoting the Corporation) or a material violation of a Corporation or any Subsidiary's policy or Code of Conduct or, to the extent applicable, Intel's policy or Code of Conduct; (f) breach of fiduciary duty to Intel, the Corporation or any Subsidiary thereof; (g) failure to reasonably cooperate with Intel, the Corporation or any Subsidiary in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action or otherwise being disqualified from serving in the Participant's job as a result of such investigation, formal proceeding, or enforcement action; or (h) breach of duty of loyalty to the Corporation or any Subsidiary thereof or, to the extent applicable, Intel. Prior to termination for Cause, the Corporation shall provide 30 days prior written notice of the grounds for Cause and give you an opportunity within (and including all of) those 30 days to cure the alleged breach. If the breach is substantially cured during such period, Cause will not exist on account of such breach. The Participant and Corporation recognize that given the egregious nature of the conduct defined as Cause, a cure may not be possible. No act or failure to act on your part shall be considered "willful" unless the Parent reasonably and in good faith determines it is done, or omitted to be done, in bad faith or without reasonable belief that your act or omission was in the best interests of the Corporation. Without limitation, any act, or failure to act, based upon express authority given pursuant to a resolution duly adopted by the Board of Directors with respect to such act or omission, or based upon the advice of legal counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Corporation.

For purposes of this Section 9, "**Good Reason**" means that you have complied with the Good Reason process (as defined below) following the occurrence, without your express, written consent, of one or more of the following

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conditions (whether by a single action or a series of actions): (a) a material reduction in your title, duties, responsibilities, or authority; (b) a material reduction by the Corporation of your annual base salary or target bonus; or (c) a failure by the Corporation to timely satisfy its obligations with respect to any of the equity award grants described in your offer letter. "Good Reason Process" means that (1) a Good Reason condition has occurred; (2) you notified the Corporation in writing within sixty (60) days of you first becoming aware of the events or circumstances claimed to give rise to Good Reason; (3) the Corporation fails to cure such events or circumstances within the thirty (30) days following such notice (the "Cure Period"); and (4) you terminate your employment by written notice to the Board of Directors within thirty (30) days after the end of the Cure Period. If the Corporation cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have existed in such case.

10. **Tax Withholding.**

(a) To the extent PSUs are subject to tax withholding obligations, the taxable amount generally will be based on the Fair Market Value on the date of the taxable event. PSUs are taxable in accordance with the existing or future tax laws of the country or countries in which you are subject to tax such as the country or countries in which you reside and/or are employed on the Grant Date, vest dates, or during the vesting period. Your PSUs may be taxable in more than one country, based on your country of citizenship and/or the countries in which you resided or were employed on the Grant Date, vest date or during the vesting or other relevant period.

(b) You will make arrangements satisfactory to the Corporation (or the entity that employs you, if different from the Corporation and the Employer is involved in the administration of the 2024 Plan) for the payment and satisfaction of any income tax, social security tax, payroll tax, social taxes, applicable national or local taxes, or payment on account of other tax related to withholding obligations that arise by reason of granting or vesting of PSUs or sale of Common Stock shares from vested PSUs (whichever is applicable).

(c) The Corporation will not be required to issue or lift any restrictions on shares of the Common Stock pursuant to your PSUs or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied.

(d) Unless provided otherwise by the Committee, these obligations will be satisfied by the Corporation withholding a number of shares of Common Stock that would otherwise be issued under the PSUs that the Corporation determines has a Fair Market Value sufficient to meet the maximum tax withholding obligations in all relevant jurisdictions, reduced by the amount of any withholding obligation you have already satisfied by cash payment to the Corporation. In the event that the Committee provides that these obligations will not be satisfied under the method described in the previous sentence, you authorize the Corporation or any successor plan administrator to sell a number of shares of Common Stock that are issued under the PSUs, which the Corporation determines is sufficient to generate an amount that meets the tax withholding obligations plus additional shares to account for rounding and market fluctuations, and to pay such tax withholding to the Corporation for remittance to the appropriate tax authorities. The shares may be sold as part of a block trade with other Participants in which all Participants receive an average price.

(e) You are ultimately liable and responsible for all taxes owed by you in connection with your PSUs, regardless of any action the Corporation takes or any transaction pursuant to this Section 10 with respect to any tax withholding obligations that arise in connection with the PSUs. The Corporation makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the PSUs or the subsequent sale of any of the shares of Common Stock underlying the PSUs that vest. The Corporation does not commit and is under no obligation to structure the PSU program to reduce or eliminate your tax liability.

11. **Rights as Stockholder.** Your PSUs may not be otherwise sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Securities Act of 1933. Any attempt to transfer, assign, hypothecate or otherwise dispose of your PSUs other than as permitted above, will be void and unenforceable against the Corporation.

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You will have the rights of a stockholder only after shares of the Common Stock have been issued to you following vesting of your PSUs and satisfaction of all other conditions to the issuance of those shares as set forth in this Agreement. PSUs will not entitle you to any rights of a stockholder of Common Stock and there are no voting or dividend rights with respect to your PSUs. PSUs will remain terminable pursuant to this Agreement at all times until they vest and convert into shares. As a condition to having the right to receive shares of Common Stock pursuant to your PSUs, you acknowledge that unvested PSUs will have no value for purposes of any aspect of your employment or service relationship with the Corporation or a Parent or Subsidiary of the Corporation.

12. **Disputes.** Any question concerning the interpretation of this Agreement, your Notice of Grant, the PSUs or the 2024 Plan, any adjustments required to be made thereunder, and any controversy that may arise under this Agreement, your Notice of Grant, the PSUs or the 2024 Plan will be determined by the Committee (including any person(s) to whom the Committee has delegated its authority) in its sole and absolute discretion. Such decision by the Committee will be final and binding unless determined pursuant to Section 15(f) to have been arbitrary and capricious.

13. **Amendments.** The 2024 Plan and PSUs may be amended or altered by the Committee or the Board of Directors to the extent provided in the 2024 Plan.

14. **Data Privacy.** You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document and any other PSU grant materials ("Data") by and among, as applicable, the Corporation, the Employer and any other Parent or Subsidiary of the Corporation for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan.

You hereby understand that the Corporation holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Corporation, details of all PSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, administering and managing the 2024 Plan. You hereby understand that Data will be transferred to the Corporation and any other third parties assisting in the implementation, administration and management of the 2024 Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You hereby understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Corporation and any other possible recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan, including any requisite transfer of such Data as may be required to another broker or other third party with whom you may elect to deposit any shares of Common Stock acquired under your PSUs. You hereby understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the 2024 Plan. You hereby understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Corporation or the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Corporation would not be able to grant you PSUs or other equity awards or administer or maintain such awards. Therefore, you hereby understand that refusing or withdrawing your consent may affect your ability to participate in the 2024 Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you hereby understand that you may contact the human resources representative responsible for your country at the local or regional level.

Finally, upon request of the Corporation or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Corporation and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the 2024 Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the 2024 Plan if you fail to provide any such consent or agreement requested by the Corporation and/or the Employer.

15. **The 2024 Plan and Other Terms.**

(a) Any prior agreements, commitments or negotiations concerning the PSUs are superseded by this Agreement and your Notice of Grant. You hereby acknowledge that a copy of the 2024 Plan has been made available to you.

(b) The grant of PSUs to an Employee, Consultant or Outside Director in any one year, or at any time, does not obligate the Corporation or any Parent or Subsidiary of the Corporation to make a grant in any future year or in any given amount and should not create an expectation that the Corporation or any Parent or Subsidiary of the Corporation might make a grant in any future year or in any given amount.

(c) In connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities, Participant hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Corporation's initial public offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

(d) Notwithstanding any other provision of this Agreement, if any changes in law or the financial or tax accounting rules applicable to the PSUs covered by this Agreement will occur, the Corporation may, in its sole discretion, (i) modify this Agreement to impose such restrictions or procedures with respect to the PSUs (whether vested or unvested), the shares issued or issuable pursuant to the PSUs and/or any proceeds or payments from or relating to such shares as it determines to be necessary or appropriate to comply with applicable law or to address, comply with or offset the economic effect to the Corporation of any accounting or administrative matters relating thereto, or (ii) cancel and cause a forfeiture with respect to any unvested PSUs at the time of such determination.

(e) Nothing contained in this Agreement creates or implies an employment contract or term of employment upon which you may rely.

(f) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock, an essential term of this Agreement is that it will be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the PSUs granted hereunder will be brought in the state or federal courts of competent jurisdiction in the State of California.

(g) Notwithstanding anything to the contrary in this Agreement or the applicable Notice of Grant, your PSUs are subject to reduction by the Corporation if you change your employment classification from a full-time Employee to a part-time Employee, or from a full-time Employee to a Consultant or Outside Director.

(h) PSUs are not part of your employment or service contract (if any) with the Corporation or any Parent or Subsidiary of the Corporation, your salary or fees, your normal or expected compensation, or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity.

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(i) In consideration of the grant of PSUs, no claim or entitlement to compensation or damages will arise from termination of your PSUs or diminution in value of the PSUs or Common Stock acquired through vested PSUs resulting from termination of your active employment by the Corporation or any Parent or Subsidiary of the Corporation (for any reason whatsoever and whether or not in breach of local labor laws) and you hereby release the Corporation and any Parent or Subsidiary of the Corporation from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then you will be deemed irrevocably to have waived your entitlement to pursue such claim.

(j) Notwithstanding any terms or conditions of the 2024 Plan to the contrary, in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the PSUs and vest in PSUs under the 2024 Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), your right to sell shares of Common Stock that converted from vested PSUs after termination of employment, if any, will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

(k) Notwithstanding any provision of this Agreement, the Notice of Grant or the 2024 Plan to the contrary, if, at the time of your termination of employment with the Corporation or any of its Subsidiaries, you are a "specified employee" as defined in Section 409A of the Internal Revenue Code ("Code"), and one or more of the payments or benefits received or to be received by you pursuant to the PSUs would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under the PSUs until the earliest of (A) the date which is six (6) months after your "separation from service" for any reason, other than death or "disability" (as such terms are used in Section 409A(a)(2) of the Code), (B) the date of your death or "disability" (as such term is used in Section 409A(a)(2)(C) of the Code) or (C) the effective date of a "change in the ownership or effective control" of the Corporation (as such term is used in Section 409A(a)(2)(A)(v) of the Code). Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. The PSUs are intended to comply with or be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent; provided, that the Corporation does not guarantee you any particular tax treatment of the PSUs. In addition, if any provision of the PSUs would cause you to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, the Corporation may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(l) The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding your participation in the 2024 Plan, or his or her acquisition or sale of the underlying shares of Common Stock. You understand and agree that you are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the 2024 Plan before taking any action related to the 2024 Plan.

(m) In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(n) You acknowledge that a waiver by the Corporation of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

16. Imposition of Other Requirements. The Corporation reserves the right to impose other requirements on the PSUs and on any shares of Common Stock acquired upon vesting of the PSUs, to the extent that the Committee determines it

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is necessary for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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By acknowledging this grant of an award or your acceptance of this Agreement in the manner specified by the administrator, you, the Corporation and the Employer agree that the PSUs identified in your Notice of Grant are governed by the terms of this Agreement, the Notice of Grant and the 2024 Plan. You further acknowledge that you have read and understood the terms of the PSUs set forth in this Agreement, the Notice of Grant and the 2024 Plan.

Exhibit 10.5

**EXHIBIT A ALTERA CORPORATION  
2024 EQUITY INCENTIVE PLAN**

Tier	Severance Multiplier	Severance Period	Outplacement Period
Grades 16-17	1.5x	18 months	18 months
Grades 14-15	1.0x	12 months	6 months

**EXHIBIT B**

**Excluded Subsidiaries PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT**

•1. Mobileye Global Inc. Terms of Performance-Based Restricted Stock Unit. This Performance-Based Restricted Stock Unit Agreement, including any exhibits and appendices attached hereto (this Performance-Based Restricted Stock Unit Agreement and such attachments, collectively, this "Agreement"), the Performance-Based Restricted Stock Unit Notice of Grant delivered herewith (or via web portal at the applicable award acceptance page as may be in effect from time to time) (the "Notice of Grant") and the Altera Corporation 2024 Equity Incentive Plan (the "2024 Plan"), as such may be amended from time to time, constitute the entire understanding between you, Altera Corporation, a Delaware corporation (the "Corporation") and the entity that employs you or you provide services for (if different from the Corporation, the "Employer"), regarding the Performance-Based Restricted Stock Units ("PSUs") identified in your Notice of Grant. The PSUs granted to you are effective as of the grant date set forth in the Notice of Grant (the "Grant Date"). If there is any conflict between the terms in this Agreement and the 2024 Plan, the terms of the 2024 Plan will prevail. Capitalized terms not explicitly defined in this Agreement or in the Notice of Grant but defined in the 2024 Plan will have the same definitions as in the 2024 Plan.

•2. Habana Labs Ltd. Acceptance. If you are instructed by the administrators of the 2024 Plan to accept this Agreement and you fail to do so in the manner specified by the administrators within the earlier of (i) the first vest date or (ii) 180 days following the Grant Date, the PSUs identified in your Notice of Grant will be cancelled, except as otherwise determined by the Corporation in its sole discretion.

•3. Moovit App Global Ltd. Vesting of PSUs. Except as set forth in Sections 6 and 7 of this Agreement, provided that you remain continuously employed by, or continuously provide services to, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel from the Grant Date specified in the Notice of Grant through each vesting date specified in the Performance-Based Vesting Schedule attached hereto as Exhibit A, the PSUs will vest and be converted into the right to receive the number of shares of the Corporation's Common Stock, \$0.001 par value (the "Common Stock"), determined in accordance with the Performance-Based Vesting Schedule attached

hereto as Exhibit A, except as otherwise provided in this Agreement. In the event the Common Stock is traded on a stock exchange or national market system ("Exchange") and a vesting date for any PSUs falls on a weekend or any other day on which such Exchange is not open, such PSUs will vest on the vesting date specified in the Performance-Based Vesting Schedule attached hereto as Exhibit A, but the Fair Market Value (as defined in the 2024 Plan) of such vested PSUs, including for purposes of tax withholding and reporting, will be determined as of the next following Exchange trading day; provided, however, that if you are designated by the Board of Directors to be an "officer" as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934 (a "Section 16 Officer"), the foregoing shall not apply, and your affected PSUs will vest on the next following Exchange trading day and the Fair Market Value of such vested PSUs will be determined as of the date the PSUs vested. The number of shares of Common Stock into which PSUs convert as specified in the Notice of Grant will be adjusted for stock splits and similar matters as specified in and pursuant to the 2024 Plan.

• **IMS Nanofabrication**PSUs will vest to the extent provided in and in accordance with the terms of the Notice of Grant and this Agreement. If your status as an Employee, Consultant or Outside Director terminates for any reason, prior to the vesting dates set forth in your Notice of Grant, your unvested PSUs will be cancelled.

4. **Altera** Conversion into Common Stock. Shares of Common Stock will be issued or become free of restrictions as soon as practicable following vesting of the PSUs, provided that you have satisfied your tax withholding obligations as specified under Section 8 of this Agreement and you have completed, signed and returned any documents and taken any additional action that the Corporation deems appropriate to enable it to accomplish the delivery of the shares of Common Stock. The shares of Common Stock will be issued in your name (or may be issued to your executor or personal representative, in the event of your death or Disablement), and may be effected by recording shares on the stock records of the Corporation or by crediting shares in an account established on your behalf with a brokerage firm or other custodian, in each case as determined by the Corporation. In no event will the Corporation be obligated to issue a fractional share.

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Notwithstanding the foregoing, (i) the Corporation will not be obligated to deliver any shares of the Common Stock during any period when the Corporation determines that the conversion of a PSU or the delivery of shares hereunder would violate any laws of the United States or your country of residence and/or employment and/or may issue shares subject to any restrictive legends that, as determined by the Corporation's counsel, is necessary to comply with securities or other regulatory requirements, and (ii) the date on which shares are issued may include a delay in order to provide the Corporation such time as it determines appropriate to address tax withholding and other administrative matters.

5. Suspension or Termination of PSUs for Misconduct. If at any time the Committee of the Board of Directors established pursuant to the 2024 Plan (the "Committee"), including any Subcommittee or "Authorized Officer" (as defined in the 2024 Plan) reasonably believe that you have committed an act of misconduct as described in Section 8(b)(vi) of the 2024 Plan (embezzlement, fraud, dishonesty, nonpayment of any obligation owed to the Corporation or a Subsidiary thereof, breach of fiduciary duty or deliberate disregard of Corporation or Subsidiary rules resulting in loss, damage or injury to the Corporation or a Subsidiary thereof, an unauthorized disclosure of any Corporation or Subsidiary trade secret or confidential information, any conduct constituting unfair competition, inducing any customer to breach a contract with the Corporation or a Subsidiary thereof or inducing any principal for whom the Corporation or a Subsidiary thereof acts as agent to terminate such agency relationship), the vesting of your PSUs may be suspended pending a determination of whether an act of misconduct has been committed. If the Corporation determines that you have committed an act of misconduct, all PSUs not vested as of the date the Corporation was notified that you may have committed an act of misconduct will be cancelled and neither you nor any beneficiary will be entitled to any claim with respect to the PSUs whatsoever. Any determination by the Committee or an Authorized Officer with respect to the foregoing will be final, conclusive, and binding on all interested parties.

6. Termination of Employment/Service. Except as expressly provided otherwise in this Agreement, if your employment by, or service with, the Corporation, any Subsidiary of the Corporation, or, prior to the Transition Date, Intel terminates for any reason, whether voluntarily or involuntarily, all PSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise. For purposes of this Section 6, your employment or service with any partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Corporation or Subsidiary of the Corporation is a party will be considered employment or service for purposes of this provision if either (a) the entity is designated by the Committee as a Subsidiary for purposes of this provision or (b) you are specifically designated as an Employee, Consultant or Outside Director of a Subsidiary for purposes of this provision.

For purposes of this provision, your employment or service is not deemed terminated if, prior to 60 days after the date of termination from the Corporation, a Subsidiary of the Corporation, or, prior to the Transition Date, Intel you are rehired by the Corporation or a Subsidiary of the Corporation on a basis that would make you eligible for future PSU grants by the Corporation. In addition, your transfer from Intel to the Corporation as of the Transition Date, from the Corporation to any Subsidiary of the Corporation, or from any one Subsidiary to another, or from a Subsidiary to the Corporation is not deemed a termination of employment or service. Notwithstanding any other provision of this Agreement, if, following the Transition Date, you are rehired by Intel Corporation (or any other Parent of the Corporation) following a termination of your employment or service with the Corporation or a Subsidiary thereof, all PSUs not then vested will be cancelled on the date of such termination, regardless of whether such termination is as a result of a divestiture or otherwise.

7. Change in Control Provisions.

(a) In the event that (a) a Change in Control occurs and (b) the PSUs, to the extent outstanding, are not assumed or substituted in connection therewith, then (1) any unvested portion of the PSUs shall become fully vested and (2) any performance conditions imposed with respect to the PSUs shall be deemed to be achieved at the greater of target and actual performance levels. For purposes of this Section 7, the PSUs shall be considered to be assumed or substituted for if, following the Change in

Control, the PSUs remain subject to the same terms and conditions that were applicable to the PSUs immediately prior to the Change in Control except that, if the PSUs related to Shares, the PSUs instead confers the right to receive common equity of the acquiring entity (or cash or such other security or entity as may be determined by the Committee, in its sole discretion).

(b) In the event that (a) a Change in Control occurs and (b) the PSUs, to the extent outstanding, are assumed or substituted in connection therewith and your employment or service is terminated by the Corporation, its

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successor or an affiliate thereof without Cause, or by you for Good Reason, in either case, on or after the effective date of the Change in Control but prior to twelve (12) months following the Change in Control, then any unvested PSUs will receive pro-rata vesting, determined by multiplying the target number of PSUs set forth in the Notice of Grant by a fraction, the numerator of which is the total number of full months elapsed from the first day of the applicable performance period to the date your employment terminates and the denominator of which is the total number of months in the applicable performance period, provided that you sign and do not revoke a release in favor of the Corporation that will be mutually agreed upon between you and the Corporation (a "Release"), and such Release becomes effective within 60 days following the date your employment terminates. The vesting described in the preceding sentence shall be effective as of the date of effectiveness of the Release, provided that if such 60-day period spans two calendar years, such vesting will occur on the first day of the later of such calendar years. For purposes of this Section 7(b) and notwithstanding anything in the Plan or this Award Agreement to the contrary, a Change of Control will be deemed to have occurred in the event Intel holds less than 40% Beneficial Ownership (within the meaning set forth in Rule 13d-3 promulgated under Section 13 of the Securities Exchange Act of 1934) in the Corporation at any time during the five (5) year period following January 1, 2024.

For purposes of this Section 7, "Cause" means your (a) commission of an act of material fraud or dishonesty against Intel, the Corporation or any Subsidiary; (b) intentional refusal or willful failure to substantially carry out the lawful and reasonable instructions of the Board of Directors (other than any such failure resulting from your disability); (c) conviction of, guilty plea or "no contest" plea to a felony or to a misdemeanor involving moral turpitude (where moral turpitude means so extreme a departure from ordinary standards of honesty, good morals, justice, or ethics as to be shocking to the moral sense of the community); (d) gross misconduct in connection with the performance of the Participant's duties; (e) improper disclosure of confidential information (excluding conduct or activities undertaken in good faith by the Participant in the ordinary course of the Participant performing her duties or promoting the Corporation) or a material violation of a Corporation or any Subsidiary's policy or Code of Conduct or, to the extent applicable, Intel's policy or Code of Conduct; (f) breach of fiduciary duty to Intel, the Corporation or any Subsidiary thereof; (g) failure to reasonably cooperate with Intel, the Corporation or any Subsidiary in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action or otherwise being disqualified from serving in the Participant's job as a result of such investigation, formal proceeding, or enforcement action; or (h) breach of duty of loyalty to the Corporation or any Subsidiary thereof or, to the extent applicable, Intel. Prior to termination for Cause, the Corporation shall provide 30 days prior written notice of the grounds for Cause and give you an opportunity within (and including all of) those 30 days to cure the alleged breach. If the breach is substantially cured during such period, Cause will not exist on account of such breach. The Participant and Corporation recognize that given the egregious nature of the conduct defined as Cause, a cure may not be possible. No act or failure to act on your part shall be considered "willful" unless the Parent reasonably and in good faith determines it is done, or omitted to be done, in bad faith or without reasonable belief that your act or omission was in the best interests of the Corporation. Without limitation, any act, or failure to act, based upon express authority given pursuant to a resolution duly adopted by the Board of Directors with respect to such act or omission, or based upon the advice of legal counsel for the Corporation, shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Corporation.

For purposes of this Section 7, "Good Reason" means that you have complied with the Good Reason process (as defined below) following the occurrence, without your express, written consent, of one or more of the following conditions (whether by a single action or a series of actions): (a) a material reduction in your title, duties, responsibilities, or authority; (b) a material reduction by the Corporation of your annual base salary or target bonus; or (c) a failure by the Corporation to timely satisfy its obligations with respect to any of the equity award grants described in your offer letter. "Good Reason Process" means that (1) a Good Reason condition has occurred; (2) you notified the Corporation in writing within sixty (60) days of you first becoming aware of the events or circumstances claimed to give rise to Good Reason; (3) the Corporation fails to cure such events or circumstances within the thirty (30) days following such notice (the "Cure Period"); and (4) you terminate your employment by written notice to the Board of Directors within thirty (30) days after the end of the Cure Period. If the Corporation cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have existed in such case.

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8. Tax Withholding.

(a) To the extent PSUs are subject to tax withholding obligations, the taxable amount generally will be based on the Fair Market Value on the date of the taxable event. PSUs are taxable in accordance with the existing or future tax laws of the country or countries in which you are subject to tax such as the country or countries in which you reside and/or are employed on the Grant Date, vest dates, or during the vesting period. Your PSUs may be taxable in more than one country, based on your country of citizenship and/or the countries in which you resided or were employed on the Grant Date, vest date or during the vesting or other relevant period.

(b) You will make arrangements satisfactory to the Corporation (or the entity that employs you, if different from the Corporation and the Employer is involved in the administration of the 2024 Plan) for the payment and satisfaction of any income tax, social security tax, payroll tax, social taxes, applicable national or local taxes, or payment on account of other tax related to withholding obligations that arise by reason of granting or vesting of PSUs or sale of Common Stock shares from vested PSUs (whichever is applicable).

(c) The Corporation will not be required to issue or lift any restrictions on shares of the Common Stock pursuant to your PSUs or to recognize any purported transfer of shares of the Common Stock until such obligations are satisfied.

(d) Unless provided otherwise by the Committee, these obligations will be satisfied by the Corporation withholding a number of shares of Common Stock that would otherwise be issued under the PSUs that the Corporation determines has a Fair Market Value sufficient to meet the maximum tax withholding obligations in all relevant jurisdictions, reduced by the amount of any withholding obligation you have already satisfied by cash payment to the Corporation. In the event that the Committee provides that these obligations will not be satisfied under the method described in the previous sentence, you authorize the Corporation or any successor plan administrator to sell a number of shares of Common Stock that are issued under the PSUs, which the Corporation determines is sufficient to generate an amount that meets the tax withholding obligations plus additional shares to account for rounding and market fluctuations, and to pay such tax withholding to the Corporation for remittance to the appropriate tax authorities. The shares may be sold as part of a block trade with other Participants in which all Participants receive an average price.

(e) You are ultimately liable and responsible for all taxes owed by you in connection with your PSUs, regardless of any action the Corporation takes or any transaction pursuant to this Section 8 with respect to any tax withholding obligations that arise in connection with the PSUs. The Corporation makes no representation or undertaking regarding the treatment of any tax withholding in connection with the grant, issuance, vesting or settlement of the PSUs or the subsequent sale of any of the shares of Common Stock underlying the PSUs that vest. The Corporation does not commit and is under no obligation to structure the PSU program to reduce or eliminate your tax liability.

9. Rights as Stockholder. Your PSUs may not be otherwise sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner, other than by will or the laws of descent and distribution or as permitted by Rule 701 of the Securities Act of 1933. Any attempt to transfer, assign, hypothecate or otherwise dispose of your PSUs other than as permitted above, will be void and unenforceable against the Corporation.

You will have the rights of a stockholder only after shares of the Common Stock have been issued to you following vesting of your PSUs and satisfaction of all other conditions to the issuance of those shares as set forth in this Agreement. PSUs will not entitle you to any rights of a stockholder of Common Stock and there are no voting or dividend rights with respect to your PSUs. PSUs will remain terminable pursuant to this Agreement at all times until they vest and convert into shares. As a condition to having the right to receive shares of Common Stock pursuant to your PSUs, you acknowledge that unvested PSUs will have no value for purposes of any aspect of your employment or service relationship with the Corporation or a Parent or Subsidiary of the Corporation.

10. Disputes. Any question concerning the interpretation of this Agreement, your Notice of Grant, the PSUs or the 2024 Plan, any adjustments required to be made thereunder, and any controversy that may arise under this Agreement,

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your Notice of Grant, the PSUs or the 2024 Plan will be determined by the Committee (including any person(s) to whom the Committee has delegated its authority) in its sole and absolute discretion. Such decision by the Committee will be final and binding unless determined pursuant to Section 15(f) to have been arbitrary and capricious.

11. Amendments. The 2024 Plan and PSUs may be amended or altered by the Committee or the Board of Directors to the extent provided in the 2024 Plan.

12. Data Privacy. You explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document and any other PSU grant materials ("Data") by and among, as applicable, the Corporation, the Employer and any other Parent or Subsidiary of the Corporation for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan.

You hereby understand that the Corporation holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Corporation, details of all PSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, administering and managing the 2024 Plan. You hereby understand that Data will be transferred to the Corporation and any other third parties assisting in the implementation, administration and

management of the 2024 Plan, that these recipients may be located in your country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You hereby understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Corporation and any other possible recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the exclusive purpose of implementing, administering and managing your participation in the 2024 Plan, including any requisite transfer of such Data as may be required to another broker or other third party with whom you may elect to deposit any shares of Common Stock acquired under your PSUs. You hereby understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the 2024 Plan. You hereby understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative.

Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service with the Corporation or the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Corporation would not be able to grant you PSUs or other equity awards or administer or maintain such awards. Therefore, you hereby understand that refusing or withdrawing your consent may affect your ability to participate in the 2024 Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you hereby understand that you may contact the human resources representative responsible for your country at the local or regional level.

Finally, upon request of the Corporation or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents) that the Corporation and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the 2024 Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will not be able to participate in the 2024 Plan if you fail to provide any such consent or agreement requested by the Corporation and/or the Employer.

13. The 2024 Plan and Other Terms.

(a) Any prior agreements, commitments or negotiations concerning the PSUs are superseded by this Agreement and your Notice of Grant. You hereby acknowledge that a copy of the 2024 Plan has been made available to you.

(b) The grant of PSUs to an Employee, Consultant or Outside Director in any one year, or at any time, does not obligate the Corporation or any Parent or Subsidiary of the Corporation to make a grant in any future year

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or in any given amount and should not create an expectation that the Corporation or any Parent or Subsidiary of the Corporation might make a grant in any future year or in any given amount.

(c) In connection with an initial offering of the Corporation's Shares pursuant to a registration statement filed by the Corporation with the Securities and Exchange Commission and upon request of the Corporation or the underwriters managing such offering of the Corporation's securities, Participant hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Corporation however or whenever acquired (other than those included in the registration) without the prior written consent of the Corporation or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Corporation or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Corporation's initial public offering. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Corporation issues an earnings release or material news or a material event relating to the Corporation occurs, or prior to the expiration of the restricted period the Corporation announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any Financial Industry Regulatory Authority rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

(d) Notwithstanding any other provision of this Agreement, if any changes in law or the financial or tax accounting rules applicable to the PSUs covered by this Agreement will occur, the Corporation may, in its sole discretion, (i) modify this Agreement to impose such restrictions or procedures with respect to the PSUs (whether vested or unvested), the shares issued or issuable pursuant to the PSUs and/or any proceeds or payments from or relating to such shares as it determines to be necessary or appropriate to comply with applicable law or to address, comply with or offset the economic effect to the Corporation of any accounting or administrative matters relating thereto, or (ii) cancel and cause a forfeiture with respect to any unvested PSUs at the time of such determination.

(e) Nothing contained in this Agreement creates or implies an employment contract or term of employment upon which you may rely.

(f) Because this Agreement relates to terms and conditions under which you may be issued shares of Common Stock, an essential term of this Agreement is that it will be governed by the laws of the State of Delaware, without regard to choice of law principles of Delaware or other jurisdictions. Any action, suit, or proceeding relating to this Agreement or the PSUs granted hereunder will be brought in the state or federal courts of competent jurisdiction in the State of California.

(g) Notwithstanding anything to the contrary in this Agreement or the applicable Notice of Grant, your PSUs are subject to reduction by the Corporation if you change your employment classification from a full-time Employee to a part-time Employee, or from a full-time Employee to a Consultant or Outside Director.

(h) PSUs are not part of your employment or service contract (if any) with the Corporation or any Parent or Subsidiary of the Corporation, your salary or fees, your normal or expected compensation, or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity.

(i) In consideration of the grant of PSUs, no claim or entitlement to compensation or damages will arise from termination of your PSUs or diminution in value of the PSUs or Common Stock acquired through vested PSUs resulting from termination of your active employment by the Corporation or any Parent or Subsidiary of the Corporation (for any reason whatsoever and whether or not in breach of local labor laws) and you hereby release the Corporation and any Parent or Subsidiary of the Corporation from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then you will be deemed irrevocably to have waived your entitlement to pursue such claim.

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(j) Notwithstanding any terms or conditions of the 2024 Plan to the contrary, in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the PSUs and vest in PSUs under the 2024 Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), your right to sell shares of Common Stock that converted from vested PSUs after termination of employment, if any, will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

(k) Notwithstanding any provision of this Agreement, the Notice of Grant or the 2024 Plan to the contrary, if, at the time of your termination of employment with the Corporation or any of its Subsidiaries, you are a "specified employee" as defined in Section 409A of the Internal Revenue Code ("Code"), and one or more of the payments or benefits received or to be received by you pursuant to the PSUs would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under the PSUs until the earliest of (A) the date which is six (6) months after your "separation from service" for any reason, other than death or "disability" (as such terms are used in Section 409A(a)(2) of the Code), (B) the date of your death or "disability" (as such term is used in Section 409A(a)(2)(C) of the Code) or (C) the effective date of a "change in the ownership or effective control" of the Corporation (as such term is used in Section 409A(a)(2)(A)(v) of the Code). Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. The PSUs are intended to comply with or be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent; provided, that the Corporation does not guarantee you any particular tax treatment of the PSUs. In addition, if any provision of the PSUs would cause you to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, the Corporation may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(l) The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding your participation in the 2024 Plan, or his or her acquisition or sale of the underlying shares of Common Stock. You understand and agree that you are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the 2024 Plan before taking any action related to the 2024 Plan.

(m) In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

(n) You acknowledge that a waiver by the Corporation of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

14. **Imposition of Other Requirements.** The Corporation reserves the right to impose other requirements on the PSUs and on any shares of Common Stock acquired upon vesting of the PSUs, to the extent that the Committee determines it is necessary for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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By acknowledging this grant of an award or your acceptance of this Agreement in the manner specified by the administrator, you, the Corporation and the Employer agree that the PSUs identified in your Notice of Grant are governed by the terms of this Agreement, the Notice of Grant and the 2024 Plan. You further acknowledge that you have read and understood the terms of the PSUs set forth in this Agreement, the Notice of Grant and the 2024 Plan

## CERTIFICATION

I, Patrick P. Gelsinger, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Intel Corporation;
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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: August 1, October 31, 2024

By: /s/ PATRICK P. GELSINGER

Patrick P. Gelsinger

Chief Executive Officer, Director and Principal Executive Officer

## CERTIFICATION

I, David Zinsner, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Intel Corporation;
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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: August 1, October 31, 2024

By: /s/ DAVID ZINSNER

David Zinsner

Executive Vice President, Chief Financial Officer and  
Principal Financial Officer

Exhibit 32.1

#### CERTIFICATION

Each of the undersigned hereby certifies, for the purposes of section 1350 of chapter 63 of title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in his capacity as an officer of Intel Corporation (Intel), that, to his knowledge, the Quarterly Report of Intel on Form 10-Q for the period ended June 29, 2024 September 28, 2024, fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Intel. This written statement is being furnished to the Securities and Exchange Commission as an exhibit to such Form 10-Q. A signed original of this statement, which may be electronic, has been provided to Intel and will be retained by Intel and furnished to the Securities and Exchange Commission or its staff upon request.

Date: August 1, October 31, 2024

By: /s/ PATRICK P. GELSINGER

Patrick P. Gelsinger

Chief Executive Officer, Director and Principal Executive Officer

Date: August 1, October 31, 2024

By: /s/ DAVID ZINSNER

David Zinsner

Executive Vice President, Chief Financial Officer, and  
Principal Financial Officer

**DISCLAIMER**

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