

INTEL'S SUPPLIER COMPLIANCE HANDBOOK

1. DEFINITIONS

1.1 For purposes of this Intel's Supplier Compliance Handbook only, the following definitions apply:

- (A) **"Agreement"** means collectively: (a) the agreement between Supplier and Intel that incorporates this Intel's Supplier Compliance Handbook by reference; and (b) this Intel's Supplier Compliance Handbook as incorporated.
- (B) **"Supplier"** means the party or parties with whom Intel is contracting under the Agreement.

2. PRIVACY

2.1 For the purposes of this Privacy section only, the following definitions apply:

- (A) **"Data Breach"** means any unauthorized or unlawful Processing, loss, disclosure, destruction, theft, or damage of any of the Personal Information.
- (B) **"Data Controller"** is a person or entity who (either alone or jointly with others) determines the purposes for which and the manner in which Personal Information is to be Processed.
- (C) **"Data Processor"** is a person or entity who Processes Personal Information on behalf of a Data Controller. In this Agreement, Supplier is the Data Processor.
- (D) **"Data Subject"** is the individual to which the Personal Information relates.
- (E) **"GDPR"** means EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.
- (F) **"Personal Information"** means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of which Intel is the Data Controller and in relation to which Supplier is providing goods or services under this Agreement. "Personal Information" is synonymous with the term "Personal Data" as used in the GDPR.

- (G) To “**Process**,” with respect to Personal Information, means to perform any operations or set of operations, whether or not by automated means, including but not limited to collection, recording, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, deleting or destruction.
- (H) “**Processing Country**” means the country where the Personal Information is to be Processed by the Supplier. Unless otherwise agreed to in writing by Intel, it is the country where the Supplier is located as specified in this Agreement.
- (I) “**Processing of Personal Information**” means any operation or set of operations which is performed upon Personal Information, whether or not by automated means, including but not limited to collection, recording, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, deleting or destruction.
- (J) “**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of Personal Information from a Data Controller in the European Economic Area to Processors established in third countries under the EU Data Protection Directive 95/46/EC (the "Directive"), or any legislation replacing the Directive, in the form set out in the Annex of European Commission Decision 2010/87/EU (or any alternative or successor Decision that approves new standard contractual clauses), as amended by incorporating the description of the Personal Information to be transferred and technical and organisational security measures to be implemented. The standard contractual clauses are available on the European Commission's website at the following link:
https://ec.europa.eu/info/law/law-topic/data-protection_en

2.2 Supplier must Process the Personal Information only to the extent, and in such manner, as is necessary to provide the products or services under this Agreement and in accordance with Intel’s instructions from time to time. Supplier will not Process the Personal Information for any other purpose.

2.3 Supplier must promptly comply with any request from Intel requiring Supplier to amend or transfer the Personal Information. Supplier will cease to retain the Personal Information (including any part thereof and any copies) at Intel's request, or upon termination or expiry of the Agreement, or as soon as it is no longer required to Process the Personal Information. This requirement will not apply to the extent that Supplier is required by applicable law to retain the

Personal Information, in which event Supplier will isolate the Personal Information from any further Processing that is not required by such law.

2.4 Transfer, Disclosure, or Processing of Personal Information

- (A) Supplier must not, except at the request of Intel, with Intel's prior written consent, or as otherwise expressly permitted in this Privacy section:
 - (1) transfer the Personal Information outside the Processing Country; or
 - (2) disclose the Personal Information to anyone but Intel; or
 - (3) subcontract or assign the Processing of Personal Information.
- (B) Notwithstanding the foregoing, unless otherwise advised by Intel, Supplier may transfer Personal Information consisting solely of business emails, addresses or phone numbers outside the Processing Country, for the sole purpose of performing its obligations under the Agreement.

2.5 Transfers from the European Economic Area. Supplier will not transfer or permit the transfer of any Personal Information processed under this Agreement and originating from an Intel Affiliate established in the European Economic Area outside the European Economic Area without Intel's prior consent. Supplier acknowledges that Intel's consent may be conditional on taking those measures Intel considers necessary to ensure adequate protection for the Personal Information to be transferred. Supplier further acknowledges that such measures may include it (or its subcontractor(s)) entering into European Commission Standard Contractual Clauses with Intel. Specifically, the Standard Contractual Clauses will apply to Personal Information originating from an Intel Affiliate established in the European Economic Area (who, for the purposes of the Standard Contractual Clauses will be deemed the "Data Exporter") that is Processed or transferred by Supplier outside of the European Economic Area (who, for the purposes of the Standard Contractual Clauses will be deemed the "Data Importer"). If there is any conflict between the Standard Contractual Clauses and this Privacy section, the Standard Contractual Clauses will prevail.

2.6 If Supplier receives any communication relating to the Processing of the Personal Information, Supplier must immediately notify Intel, and must fully cooperate and assist Intel in addressing the communication. Supplier will provide reasonable assistance to enable Intel to respond to communications regarding the exercise of rights by Data Subjects under applicable data protection laws, or any other correspondence from a data protection authority or other regulator in connection with the Processing of Personal Information under this Agreement. If such communications are made directly to Supplier, Supplier must immediately inform Intel and, except as may be required by applicable law, must not respond to the request or communication unless expressly authorized by Intel.

- 2.7 Supplier must take appropriate physical, technical and administrative security measures to protect the Personal Information against any Data Breach. Supplier must notify Intel immediately if Supplier becomes aware of any Data Breach and will immediately take all necessary steps to remedy or mitigate the effects and to minimize any damage resulting from such Data Breach. Supplier will fully cooperate with Intel in investigating the Data Breach, including, without limitation, making available to Intel all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by Intel and regularly informing Intel of progress to remedy or mitigate the effects of such Data Breach.
- 2.8 Supplier must restrict its personnel from Processing Personal Information without authorization. Supplier must ensure that all persons it authorizes to Process the Personal Information (including personnel, agents and subcontractors) are subject to a strict duty of confidentiality. Supplier must ensure that any personnel who have access to Personal Information have undergone appropriate training to ensure that they understand their data protection responsibilities with respect to Personal Information that they Process.
- 2.9 Supplier will not subcontract the Processing of any Personal Information without advance written approval from Intel. If such approval is granted, Supplier agrees to: inform Intel of the identity of the subcontractor; conduct proper due diligence on the subcontractor before appointing them; implement, by way of contract, the same privacy and data security provisions with the subcontractor as those in this Agreement (including the Standard Contractual Clauses, where required) and in accordance with the highest industry standard; and at all times be fully responsible for the actions of the subcontractor and indemnify Intel for the acts or omissions of the subcontractor. Supplier will ensure that its subcontractors maintain security measures no less stringent than those set out herein and will maintain sufficient oversight and visibility into all subcontractor security measures. Supplier will be liable for any failure of its subcontractor(s) to comply with the privacy and security measures set out in this Agreement.
- 2.10 To the extent that the Processing of Personal Information by Supplier falls within the scope of the GDPR, Supplier agrees that Intel or an independent third party on Intel's behalf may, upon reasonable notice, conduct an on-site inspection of the Supplier's Processing of Personal Information, as well as the technical, organizational and administrative security measures implemented by the Supplier. Where the GDPR does not apply, Supplier will provide copies of relevant external certifications (e.g., ISO 27001:2013, SSAE 16, etc.), audit report summaries, and/or other documentation sufficient for Intel to verify

Supplier's compliance with the terms of this Agreement and the technical, organizational and administrative security measures. Supplier will cooperate with Intel in dealings with governmental data protection authorities and with any audit requests received from governmental data protection authorities.

2.11 Supplier will assist Intel in ensuring compliance with the obligations under Articles 32-36 of the GDPR, considering the nature of the Processing and the information available to Supplier, including assisting Intel with data protection impact assessments and any consultations with authorities, as appropriate.

2.12 Supplier's failure to comply with any of the provisions of this Privacy section is a material breach of this Agreement, and Intel may terminate the Agreement effective immediately upon written notice to Supplier without further liability of Intel and without prejudice to any other legal or equitable remedies available to Intel.

3. ADDITIONAL COMPLIANCE WITH LAWS AND RULES

3.1 Anti-Corruption Laws

- (A) Supplier represents and warrants that, in the course of performing work for Intel, neither it, nor anyone acting on its behalf, has violated or will violate the US Foreign Corrupt Practices Act; the UK Bribery Act; or any other applicable anti-corruption law (the "**Anti-Corruption Laws**"). Supplier represents and warrants that it has not and will not directly, or indirectly through any other person or entity, offer, promise, authorize, solicit, pay, or give anything of value to any Government Official for the purpose of:
- (1) Influencing an act or decision of the Government Official in his or her official capacity,
 - (2) Inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official,
 - (3) Securing an improper advantage, or
 - (4) Inducing the Government Official to use his or her influence to affect or influence any act or decision of a government or instrumentality, in each case in order to assist Intel or any of its affiliates in obtaining or retaining business.

"**Government Official**" means any officer, employee, or person acting in an official capacity for any government department, agency, or instrumentality, including any state-owned or -controlled company and any public international organization, as well as any political party, political party official, or candidate for political office, and includes any agent or intermediary of any of the foregoing.

- (B) Supplier represents and warrants that, unless previously disclosed to Intel in writing, none of its employees, directors, owners, officers, or principals, or any immediate family member of a director, owner, officer, or principal, is a

Government Official with influence over the work being performed for Intel. Supplier will notify Intel within five business days if at any time any of Supplier's employees, directors, owners, officers or principals is named, appointed, or otherwise becomes a Government Official with influence over the work being performed for Intel. If, in Intel's opinion, that change increases its compliance risks, the parties will work together to reach an acceptable solution. If no acceptable solution can be found, the change will constitute grounds for Intel to terminate its relationship with Supplier.

- (C) Supplier certifies that it will ensure that subcontractors, subagents, vendors, or any other third parties performing services in connection with Supplier's relationship with Intel and acting under Supplier's authority or control are aware of and do not violate the Anti-Corruption Laws.
- (D) If Supplier learns of or suspects any payment or transfer of value (or any offer or promise to pay or transfer) in connection with the work being performed for Intel that would violate or likely violate the Anti-Corruption Laws, it will immediately disclose the violation or potential violation in writing to Intel.

3.2 Federal Contract Requirements

- (A) Intel is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor law.**

3.3 International Trade Compliance

- (A) Export Compliance: Supplier will comply with all applicable U.S. export control laws and regulations, including but not limited to those in the Export Administration Regulations (§15 CFR 730 et seq) and International Traffic In Arms Regulations (§ 22 CFR 120 et seq) in relation to its obligations.

Supplier acknowledges that Intel products and technology are subject to United States export regulations, which apply extra-territorially, and that U.S. export control laws and regulations may apply to any shipment, transmission, transfer, or release to any foreign person (defined in 15 CFR 734.2 and 22 CFR 120.16) of technology (technical data, information, or assistance) and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur. Supplier agrees to obtain any required export license for its employees or contractors for work on any Intel site where Intel export controlled technology will be released.

- (B) Classification, Origin and Marking: Supplier will ensure that commercial invoices reflect the correct export and harmonized tariff schedule (HTS) classifications and country of origin designation. Supplier will comply with marking requirements such that physical deliverables are marked with the country of origin in accordance with applicable laws and regulations. Supplier will maintain (and provide to Intel upon request) supporting documentation sufficient to: (i) satisfy an audit of origin determination by Intel or by any government entity; and (ii) enable Intel to apply for and obtain any export, re-export, import, supply or use authorization for the deliverables.
- (C) Security-Related Programs. Supplier will comply with all applicable requirements of security-related programs established under or in relation to the World Customs Organization (WCO) Framework of Standards to Secure & Facilitate Global Trade, including but not limited to the United States Customs – Trade Partnership Against Terrorism (CTPAT) and Authorized Economic Operator (AEO) programs, and will meet applicable criteria set forth in such programs established in applicable jurisdictions. Upon request, Supplier will certify in writing and provide documentary evidence of such compliance.

4. RETENTION AND AUDITS

- 4.1 Supplier will maintain complete and accurate records of all work associated with the performance of the Agreement, including but not limited to, the items tendered, services performed, work conducted, processes used, personnel involved, and deliverables performed under the Agreement, until the latest of: (a) seven years after the completion of such services, delivery or performance of items; or (b) the period required by applicable laws; or (c) the expiration of the Agreement.
- 4.2 To ensure compliance with the terms of the Agreement, minimize supply chain risk, ensure quality, secure supply, or ensure safety of items purchased from or offered for sale by Supplier, Supplier will fully cooperate with Intel, or a third party

designated by Intel, who may at any time use reasonable means to inspect Supplier's work, documents, property, assets, records, and communications. Inspections may be made at Intel's written request for any reason in good faith, conducted in accordance with the terms of the Agreement, and not unreasonably interfere with Supplier's normal business activities or operations. Within two weeks of receipt of Intel's written request for such an inspection, Supplier will employ commercially reasonable efforts to disclose, make available, or obtain and provide any necessary consent for Intel, third party, or authorized government authority to conduct their inspection. Furthermore, should any third party inspection find that Supplier is not in compliance with the terms of the Agreement Supplier will reimburse Intel for all costs associated with such inspection.

5. ELECTRONIC SYSTEMS

- 5.1 For the purposes of this Electronic Systems section only, the following definition applies:
 - (A) **“Electronic Ordering System”** means any web based ordering system, electronic purchase order system, electronic order acknowledgement, form of electronic order acceptance, or any software based ordering system. Electronic Ordering Systems do not include any systems designed for the negotiation, signature, offer, or acceptance of purchase specifications or configuration specifications.
- 5.2 Supplier is hereby given notice and agrees that the persons responsible for using any Electronic Ordering Systems originating from Supplier on behalf of Intel do not have any actual or apparent authority to create legally binding obligations which are different from the terms and conditions contained in the Agreement.
- 5.3 The parties agree that any different or additional terms and conditions offered by Supplier through an Electronic Ordering System will not be legally binding on Intel, and that any of Supplier's “click to accept” arrangements or Electronic Ordering Systems will not be legally binding on Intel.
- 5.4 The parties agree to accept electronic records and electronic signatures (as such terms are defined in the U.S. Electronic Signatures in Global and National Commerce Act) relating to transactions contemplated by the Agreement.
- 5.5 Supplier represents and warrants to Intel that any of Supplier's personnel using electronic signatures, electronic approvals, or “click to accept” type arrangements originating from Intel, to accept purchase specifications, configuration specifications, or purchase orders, have the authority to accept to such specifications or purchase orders.

- 5.6 If a party has adopted an electronic identifier such as a digital signature, or electronic approval for a specification, the other party is entitled to rely on the authenticity of documents signed by, approved, or associated with that electronic identifier unless that party had previously received written notification stating otherwise from the party using the electronic identifier.

6. FINANCIAL DATA

- 6.1 If Intel is unable to access Supplier's audited annual and quarterly financial statements made in accordance with Generally Accepted Accounting Principles (GAAP), Supplier will, upon request, provide Intel with copies of such statements within three months of the period closing date. Supplier has an option to either complete the Intel provided excel base template or provide full financial statements accepted by GAAP. If GAAP is applicable to Supplier, then these statements must include either independent auditors' opinion or a signed management letter, which states that the financial statements provided to Intel are in conformity with GAAP.

7. ACCESSIBILITY

- 7.1 If Supplier's primary products or service is a software application with a user interface, the following provisions apply: Supplier hereby represents and warrants that products and services, as well as the information, documentation and support for the products and services, are compliant with all applicable federal, state and local accessibility laws and standards, including the Twenty-First Century Communications and Video Accessibility Act of 2010, Sections 504 and 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Supplier also represents and warrants that products and services (including any user interfaces) conform to the Web Content Accessibility Guidelines, Levels A and AA, and the requirements set forth in 36 CFR Part 1194 (Electronic and Information Technology Accessibility Standards), as amended from time to time. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of the products and services which is brought to its attention and to remediate accessibility defects to comply with the above referenced laws and regulations and to retain a third party accessibility expert to evaluate the products and services, information, documentation and support if necessary for remediation.

8. INTEL'S GIFTS, MEALS, ENTERTAINMENT, & TRAVEL POLICY FOR THIRD PARTIES

- 8.1 Code of Conduct: Intel's Code of Conduct reflects our commitment to conduct business with uncompromising integrity and in compliance with all applicable laws. We expect all companies or persons who provide services or act on behalf of Intel ("Third Parties") to comply with our Code of Conduct, including our anti-corruption policy, regardless of local business practices or social customs.

- 8.2 Giving and Receiving Gifts, Meals, Entertainment and Travel (“GMET”): The exchange or provision of GMET may create a real or perceived conflict of interest or a situation where those types of expenses could be viewed as a bribe under applicable laws and international standards. Intel expects its Third Parties to comply with the following principles when giving or receiving GMET:
- (A) Compliance with Applicable Law: Supplier must comply with anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and applicable local laws, when giving or receiving GMET in connection with Intel business.
 - (B) Business Purpose: The GMET must be for a legitimate purpose, such as to promote, demonstrate, or explain an Intel product, position, or service.
 - (C) No Improper Influence: The GMET must not place the recipient under any obligation. You must never offer, promise, or give anything of value with the intent to improperly influence any act or decision of the recipient in Intel’s or your company’s favor, or with the intent of compromising the recipient’s objectivity in making business decisions.
 - (D) Made Openly: The GMET must be given or received in an open and transparent manner.
 - (E) Reasonable in Value: The GMET must be reasonable in value and neither lavish nor excessive.
 - (F) Appropriate: The nature of the GMET must be appropriate to the business relationship and local customs, and not cause embarrassment by its disclosure.
 - (G) Accurately Recorded: Supplier must accurately record all GMET provided on Intel’s behalf. You must be able to produce receipts or proper documentation for all GMET expenses.
 - (H) Government GMET: Supplier may not give GMET on Intel’s behalf to a government official (including employees of government agencies, public institutions and state-owned enterprises) without prior approval from Intel. Approval will be provided only in limited circumstances and, in some cases, will require the approval of Intel Legal. All GMET provided on Intel’s behalf to a government official must be properly recorded, with appropriate receipts or proper documentation.

- 8.3 GMET Involving Intel Employees: Intel employees must comply with Code of Conduct and internal policy requirements and restrictions, including pre-approval requirements, when giving or receiving GMET to or from a Third Party. We discourage Intel suppliers and vendors from giving any gifts to our employees and appreciate your support on this request.
- 8.4 How to Raise Questions or Concerns: If you have questions or concerns, you have numerous avenues to report them to Intel. Click here to find more information:
<https://secure.ethicspoint.com/domain/media/en/gui/31244/index.html>

9. INTEL'S CONTINGENT WORKFORCE POLICY

- 9.1 Intel uses contingent workers consistent with relevant laws associated by geography. Intel requires that Supplier complies with all applicable country laws when providing contingent workers and performing services.
- 9.2 Intel takes meaningful steps to maintain a distinction between its own employees and contingent workers.
- (A) Contingent workers are employees of Intel's Suppliers.
 - (B) Supplier is solely responsible for providing the management of their employees.
 - (C) When under contract by Intel, contingent workers are expected to follow all applicable Intel policies, including but not limited to, safety and ethics polices.
 - (D) Supplier must comply with Intel's expectations and requirements regarding the contingent workforce program, and Intel reserves the right to audit Supplier's compliance at any time.
 - (E) If a contingent worker is being requested to perform work beyond his or her statement of work stated in the applicable contract or PO, Supplier is required to escalate to its purchasing representative.
 - (F) Access to Intel Site – All Suppliers are required to complete the contingent worker access forms and submit to Intel Security Badge Office
<https://supplier.intel.com/static/cwsp/SecurityForms.htm>
- 9.3 Intel reserves the right to deny contingent workers Intel access or remove contingent workers from Intel's premises at any time. Any decision by Intel to deny access is solely at Intel's discretion. Any Intel access denial is not intended in any way to dictate suppliers' employment decisions and should not be

construed as such. All of the contingent workforce guidelines that have been established support this philosophy.

- 9.4 If you have any question, contact your Intel Purchasing representative or may send an email to purchasing.service.desk@intel.com

10. SUPPLIER DIVERSITY POLICY

10.1 Supplier acknowledges that Buyer has a Supplier Diversity Program (defined below) which, among other initiatives, encourages the participation of women and minorities, including lesbian, gay, bisexual or transgender, disabled and veteran-owned businesses, as suppliers and subcontractors in substantive matters to the fullest extent possible. Supplier should use reasonable efforts consistent with efficient execution of this Agreement to assist Buyer in complying with Buyer Supplier Diversity Program, at no additional charge to Buyer.

- (A) Classifications for diverse suppliers or subcontractors (“**Supplier Diversity Classifications**”) are provided on <https://supplier.intel.com/static/supplierdiversity/> and are incorporated into this section for reference. Suppliers that have met any of these classifications and are certified by a third party agency acceptable to Buyer are deemed “**Diverse Suppliers.**”
- (B) Supplier will notify Buyer if it meets any of the Supplier Diversity Classifications and will provide Buyer, upon request, its certification information. If Supplier meets any of these classifications, but has not sought certification, Supplier will promptly seek certification from an agency acceptable to Buyer in accordance with local law where applicable.
- (C) Supplier will not discriminate against Diverse Suppliers and will treat them as Supplier treats its other supplier or subcontractors and Supplier will act in a transparent way regarding business awards without discrimination on the basis of race, color, religion, gender, national origin, ancestry, disability, veteran status, gender expression, gender identity, sexual orientation, or any other characteristic protected by federal, state, or local law, regulation, or ordinance.

10.2 Supplier agrees to fairly consider Diverse Suppliers for participation under this Agreement. Supplier will use reasonable efforts to:

- (A) Assist Diverse Suppliers by enabling contracting opportunities and facilitate participation of Diverse Suppliers in regards to quantities, and delivery schedules where practically feasible.
- (B) Provide adequate and timely consideration of the potentialities of Diverse Suppliers in “make-or-buy” decisions.

10.3 During the Term of this Agreement, at no additional charge to Buyer consistent with efficient execution of this Agreement Supplier will use reasonable efforts to contract with Diverse Suppliers, in a quantity of goods and services that is equal to or greater in dollar amount to ten percent (10%) of Buyers total dollar amount of purchases under this Agreement (“**Diverse Spending Objective**”). If Buyer is unable to meet the Diverse Spending Objective, , then Supplier will use reasonable efforts to provide Buyer with market data evidencing the lack of Diverse Suppliers and Supplier’s inability to meet the Diverse Spending Objective y. Buyer maintains discretion to adjust required Diverse Spending Objective annually with Supplier.

10.4 Buyer requires that Supplier provide Buyer, in a format acceptable to Buyer, four (4) reports per calendar year which specify the total amounts directly invoiced by and paid collectively to Diverse Suppliers for the previous calendar quarter for which the Supplier remitted invoices under this Agreement (“**Diverse Spend Data**”). Buyer requires Supplier to report on a regular schedule. Quarterly deadlines for reporting are found at <https://supplier.intel.com/static/supplierdiversity/>. Buyer may change the reporting schedule by providing notice to Supplier 30 days before the end of the current calendar year.

11. BUSINESS CONTINUITY POLICY

11.1 Intel’s Supplier Business Continuity Policy (the “**Business Continuity Plan**” or “**BCP**”) is as follows:

- (A) Supplier will ensure their senior management support of Supplier’s resources to: (i) identify, assess and prioritize risks, and (ii) develop a coordinated plan to manage and mitigate such supply chain risks.
- (B) The BCP will:
 - (1) Embrace best known risk management practices that include preparedness, protection, monitoring, containment, response, reporting and recovery
 - (2) Encompass considerations for short or long term business interruptions that may be the result of internal, external, man-made, cyber-attacks or natural disasters.
 - (3) Be inclusive of its employees; end-to-end supply chain for critical business functions; local infrastructure, facilities, transportation, equipment and information technology systems.

- (4) Comply with the guidelines set forth at <https://supplier.intel.com>.
- (C) Suppliers will ensure that the key elements of their BCPs are documented, current, actionable and available to key personnel and Intel when required or requested.

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