

INTEL EUROPEAN EMPLOYEE FORUM

AGREEMENT

This document records the agreement between Intel and its employees in the European Union for the establishment of the Intel European Employee Forum. www.euro-br.de

[1] BACKGROUND

Intel has a positive policy of communicating and consulting with its employees and of seeking to involve them in its growth and planning for the future.

This is evidenced by each operating company within each country implementing common information and consultative processes to deal with issues at a local level and the continuing commitment to quarterly Business Update Meetings ("BUMS"). Consultation on transnational matters has so far, however, been carried out at an informal level and, taking into account the pace of change and the need for flexibility and also the provisions of European Union Council Directive 94/45/EC Intel now wishes to formalise this process by the establishment of the European Employee Forum ("EEF") to cover all those employees employed in its operating companies in the European Union, i.e. as of today: Belgium, Finland, France, Germany, the Netherlands, Ireland, Italy, Spain, Sweden and UK. www.euro-br.de

[2] Intel's employees agree with this proposal and that assent is acknowledged by the signature of each of the initial members of the EEF duly appointed as indicated below in this agreement.

1 Purpose of the EEF

.1 The purpose of this agreement is to provide Intel and its employees with a forum for constructive dialogue on European business issues and for the exchange of information and consultation on transnational issues as defined below, affecting the company's employees in more than one country in or across the whole of the European Union. www.euro-br.de

Constitution of the EEF

- .1 The EEF shall comprise a number of employee members and central management members.
- .2 The number of members for each country ~~is based upon there being one delegate~~ www.euro-br.de per thousand employees. Where there are fewer than one thousand employees in a country those employees will still be entitled to one member. Should Intel open an operation in another EU state or should a country where Intel has an office join the EU, those employees will be offered the possibility of appointing EEF member(s) as per this agreement. Until that point they will be represented by the member(s) from the country with the geographically closest Intel office.
- .3 Employee Members
Currently this translates into the following numbers:

Country	No. of members
www.euro-br.de Ireland	4
Finland	1 **
France	1
Italy	1
Germany	1
Spain	1
The Netherlands	1
Belgium	1
Sweden	1
United Kingdom	1

** Represented by Sweden

Should the current number of employees exceed the current formula for membership additional members may be added at the annual meeting. Membership will be reviewed annually at the face to face meeting. www.euro-br.de

- .4 Central Management Members
Intel will appoint five members. Three members will be senior managers and two HR representatives.

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Members

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- .1 Employee members will be appointed for a period of two years. Central management members will be appointed by Intel.
- .2 Employee members will be appointed from those who volunteer themselves for the position or through the consultative processes in each EU country.
- .3 On the expiry of a member's term of appointment he/she may indicate a wish to be reappointed or to stand down. In either case other employees may volunteer for the position. In the case of any employee member resigning his/her position as member or leaving Intel, other employees may volunteer for the position. Where at any time there are more volunteers than there are positions, the member(s) will be chosen by election of the volunteers.

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- .4 Any employee may volunteer to be a member provided that he/she has been employed by the company for at least one complete year save:-
- .1 in the case of countries where Intel's operation has been in existence for less than one year at the commencement of this agreement; or
- .2 where, during the currency of this agreement, an operation is opened in a new EU state;

in which case there will be no service requirement.

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- .5 Employee members shall remain subject to their respective national legislations in respect of their rights and obligations notwithstanding their participation in the EEF.

.6 Employee members are appointed to represent the views and interests of all Intel's employees in the country in which the member works and also of the employees of any country where the employees have failed to appoint a specific member where mutually agreed.

.7 The position of employee member and ~~central management member~~ www.euro-br.de is an important one and members of the EEF are expected to take their duties seriously. In particular every effort should be made to attend EEF meetings and members will be expected to give reasons for non-attendance.

4 Meetings

.1 The purpose of the EEF means that meetings will be held when there are significant transnational European business issues specifically impacting employees to be discussed. In any event there will be one full meeting of the EEF each calendar year which will typically take place in Ireland. In addition there will be one teleconference every three months, plus any special ad hoc meetings as may be required for Intel's business needs.

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.2 The quorum for proceeding with a meeting of the EEF will be six employee members representing at least four EU states together with three central management members. In the event that a quorum is not achieved the meeting will be re-scheduled for as soon as possible. If a quorum cannot be obtained for the annual meeting it will be adjourned for one month.

.3 Notices:

a: Normally, for the purpose of calling any EEF meetings, the Chairman shall ask from members if they have any topics to be included in the agenda, normally at least 14 days prior to the meeting. Members shall be entitled to ask for a topic to be included in the agenda provided they have notified the Chairman within 7 days from the above request. The Chairman shall then issue the agenda and call the meeting.

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- b:** In line with Intel's business requirements, the Chairman shall be entitled to call at any time a special ad hoc meeting either by phone or face to face, with at least 48 hours notice. Employee representatives can require the chairman to set up a meeting if agreed by the quorum.
- c:** Pre BUM meetings will be held with 10 days notice whenever possible, otherwise with a minimum of five days notice.

- .4** Intel is committed to the success of the EEF and will make every reasonable facility available to employee members to enable them to carry out their duties. This will include allocation of time, facilities and expenses to enable them to attend and participate in EEF meetings in accordance with the existing Intel policies.
- .5** The operating language of meetings and related matters will be English.

5 Content of Meetings

- .1** The EEF is designed to be a forum for communication, consultation and discussion of matters affecting Intel employees across the EU. It is not designed to replace existing consultative procedures in each country but rather to be complementary to them in so far as the issues have a transnational employee impact. Members should ensure that issues which they raise at EEF proceedings are of a transnational nature and do not relate only to their own country.
- .2** The primary purpose of the EEF is as a forum for consultation on transnational issues. "Consultation" is understood to mean the process by which Intel communicates information on transnational issues to members and promotes dialogue and exchange of views between employee members and central management members on:
 - a:** the probable development of the business / investment / financial / employment trends within Intel in the EU and

- b:** business changes that affect two or more countries and the existence or location of more than 3% of a country's workforce (minimum 5 employees) in the EU.

The issues which are outside the scope of the EEF are; compensation and benefits, as this is generally driven by local market forces or through Corporate Directives, or local country issues, and individual issues which do not affect other EU countries. It is not a decision making body and should not replace communication processes which already exist locally.

- .3** In order properly to fulfill the purpose of this agreement Intel may on occasion provide employee members with information which is Intel confidential or industry sensitive. Information falling into this category will be clearly identified to members as such and members will then be required not to divulge that information to any other person outside of the EEF in line with the rules applicable to the protection of Intel Confidential information. Members are reminded of the business exposure for Intel and the liabilities which could result under the laws and regulations applicable in the event of divulgence. Breach of this provision may result in the delegate being removed from the EEF.

In certain circumstances Intel may elect not to disclose (or to delay disclosure of) information to employee members which might reasonably be expected to expose Intel's European operation or part of it to risk of serious commercial harm. Intel shall not thereby be regarded as being in breach of the letter or spirit of this agreement.

6 **Duration**

- .1** This agreement shall be effective as of 1st June 1996.
- .2** This agreement shall continue for a period of five years.

- .3 At the expiry of that period, the EEF may elect to continue the agreement for a further period and at which time it may be reviewed and amended if appropriate.

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Miscellaneous

- .1 For the purposes of EU directive 94/45/EC ~~the central location of Intel is~~ www.euro-br.de designated as being in Ireland. The governing law shall be that of the Republic of Ireland.
- .2 This agreement is intended by Intel and the employees covered by it to be legally binding.
- .3 The parties to this agreement acknowledge that its provisions comply with Article 13 of the EU Directive 94/45/EC and that the EEF established under it constitutes an agreement covering the entire workforce providing for transnational information and consultation of employees.

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For and on behalf of the Intel Central Management

Membership from May 2004 – May 2006

Signed: _____ J. OHara Date: _____

Signed: _____ B. Harrison Date: _____ www.euro-br.de

Signed: _____ C. Morales Date: _____

Signed: _____ R. Lassen Date: _____

Signed: _____ S. Fitzpatrick Date: _____

Signed: _____ D. Kilgallen Date: _____

Signed: _____ H. Halfvarsson Date: _____

For and on behalf of the EU employees

Membership from May 2004 – May 2006

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Signed: _____ Printed Name: _____

Intel: _____ Date: _____

Signed: _____ Printed Name: _____

Intel: _____ Date: _____

Signed: _____ Printed Name: _____

Intel: _____ Date: _____

Signed: _____ Printed Name: _____

Intel: _____ Date: _____

Signed: _____ Printed Name: _____

Intel: _____ Date: _____ www.euro-br.de

Signed: _____ Printed Name: _____

Intel: _____ Date: _____

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For and on behalf of the EU employees continued

Membership from May 2004 – May 2006

Signed: _____ Printed Name: _____

Intel: _____ Date: _____

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Signed: _____ Printed Name: _____

Intel: _____ Date: _____

**INTEL EUROPEAN EMPLOYEE
FORUM AGREEMENT**

**ADDENDUM DATED OCTOBER 1997
INCLUDING DENMARK AS A MEMBER**

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WHEREAS Intel and its employees in the European Union entered into the above agreement effective June 1, 1996 and a European Employee Forum (“EEF”) was set up, and WHEREAS the EEF now wishes to add to its membership a representative of Intel Denmark.

NOW IT IS HEREBY AGREED that Intel Denmark will participate in the EEF effective from the date Intel acquired Case Technologies, and Jagtar Rai has agreed to represent Intel Denmark on the EEF.

Signed for and on behalf of the Intel European Employee Forum:

Frank McCabe _____
www.euro-br.de

Joanna Cahill: _____

Date: _____

Date: _____

Signed on behalf of Intel Denmark:

Jagtar Rai

Date: _____

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**INTEL EUROPEAN EMPLOYEE
FORUM AGREEMENT**

**ADDENDUM DATED ~~MAY 2002~~ www.euro-br.de
INCLUDING GREECE AS A MEMBER**

Whereas Intel and its employees in the European Union entered into the above agreement effective June 1, 1996 and a European Employee Forum (“EEF”) was set up, and whereas the EEF now wishes to add to its membership a representative of Intel Greece.

Now it is hereby agreed that Intel Greece will participate in the EEF effective May 2002 and Evangelos Chryssafidis has agreed to represent Intel Greece on the EEF.

Signed for and on behalf of the Intel European Employee Forum:

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Jim O'Hara
General Manager – Intel Ireland

Evangelos Chryssafidis
Greece – Employee Representative

Date:

Date:

Signed on behalf of Intel Greece:

Chris Tsangos
Intel Greece

Date:

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ADDENDUM DATED MAY 2002
INCLUDING PORTUGAL, REPRESENTED BY SPAIN

Whereas Intel and its employees in the European Union entered into the above agreement effective June 1, 1996 and a European Employee Forum (“EEF”) was set up, and whereas the EEF now wishes to add to its membership a representative of Intel Portugal.

NOW IT IS HEREBY AGREED that Intel Portugal will participate in the EEF represented by Spain effective May 2002. Cipri Perez from Spain has agreed to represent Intel Portugal on the EEF.

Signed for and on behalf of the Intel European Employee Forum:

Jim OHara
General Manager – Intel Ireland

Cipri Perez
Spain – Employee Representative

Date:
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Date:

Signed on behalf of Intel Portugal:

Frederico Carvalho
Intel Portugal

Date:

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**INTEL EUROPEAN EMPLOYEE
FORUM AGREEMENT**

**ADDENDUM DATED MAY 2004
INCLUDING POLAND AS A MEMBER**

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Whereas Intel and its employees in the European Union entered into the above agreement effective June 1, 1996 and a European Employee Forum (“EEF”) was set up, and whereas the EEF now wishes to add to its membership a representative of Intel Poland.

Now it is hereby agreed that Intel Poland will participate in the EEF effective May 2004 and Julian Tatara has agreed to represent Intel Poland on the EEF.

Signed for and on behalf of the Intel European Employee Forum:

Jim OHara
General Manager – Intel Ireland
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Date:

Julian Tatara
Poland – Employee Representative
Date:

Signed on behalf of Intel Poland:

Leszek Pankiewicz
Intel Poland
Date:

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FORUM AGREEMENT**

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**ADDENDUM DATED MAY 2004
INCLUDING CZECH REPUBLIC AS A MEMBER**

Whereas Intel and its employees in the European Union entered into the above agreement effective June 1, 1996 and a European Employee Forum (“EEF”) was set up, and whereas the EEF now wishes to add to its membership a representative of Intel Czech.

Now it is hereby agreed that Intel Czech will participate in the EEF effective May 2004 and Evzen Pavlovsky has agreed to represent Intel Czech on the EEF.

Signed for and on behalf of the Intel European Employee Forum:

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Jim OHara
General Manager – Intel Ireland

Date:

Evzen Pavlovsky
Czech – Employee Representative

Date:

Signed on behalf of Intel Czech:

Leszek Pankiewicz

Intel Czech

Date:

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ADDENDUM DATED MAY 2004
HUNGARY AND LITHUANIA REPRESENTED BY POLAND

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Whereas Intel and its employees in the European Union entered into the above agreement effective June 1, 1996 and a European Employee Forum (“EEF”) was set up, and whereas the EEF now wishes that Hungary and Lithuania be represented by Poland
Julian Tatara from Poland has agreed to represent Intel Hungary and Intel Lithuania on the EEF.

Signed for and on behalf of the Intel European Employee Forum:

Jim OHara
General Manager – Intel Ireland

....
Poland – Julian Tatara

Date:
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Date:

Signed on behalf of Intel Poland, ..., ...

Leszek Pankiewicz
Intel Poland
Date:

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ADDENDUM DATED MAY 2004
MEETING FREQUENCY

Meeting frequency : change

The purpose of the EEF means that meetings will be held when there are significant transnational European business issues specifically impacting employees to be discussed. In any event there will be one full meeting of the EEF each calendar year which will typically take place in Ireland. In addition there will be 2 (two) teleconferences per calendar year, plus any special ad hoc meetings as may be required for Intel's business needs.

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Jim OHara
General Manager – Intel Ireland

Date :

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