



**2020**  
NVIDIA CORPORATION  
ANNUAL REVIEW

NOTICE OF ANNUAL MEETING  
PROXY STATEMENT  
FORM 10-K

# “INNOVATIVE COMPANIES LIKE NVIDIA ARE AN AMERICAN TREASURE”

## THE STREET

NVIDIA specializes in accelerated computing, solving important challenges beyond the reach of normal computers. We innovate at the intersection of computer graphics, high performance computing, and AI. At our core we are a real-time simulation company—simulating worlds, physics, and intelligence.

## JENSEN HUANG

CEO and Founder, NVIDIA



# “KICKING DOWN BARRIERS, NVIDIA HAS AWOKEN THE INDUSTRY TO RAY TRACING”

JOHN PEDDIE RESEARCH

GeForce RTX has redefined what's possible in gaming. Real-time ray tracing and neural graphics processing come together to create eye-popping images and deliver a level of photorealism never before seen in PC gaming. RTX is bringing a new visual dimension to AAA games like *Call of Duty: Modern Warfare*, *Control*, and *Watch Dogs: Legion*. RTX Studio laptops and workstations deliver this performance to digital creators, speeding applications for video editing, 3D animation, and graphic design. More than 60 models are available today from PC makers like Dell, HP, and Lenovo.

For professionals, Turing-based Quadro RTX delivers photoreal graphics that the industry didn't expect for another 5-10 years. Quadro RTX GPUs can now accelerate photoreal rendering for large industries that previously only used CPU server farms: film, animation, architecture, product design, and others. NVIDIA has reinvented computer graphics, again.



# “THE NEXT FRONTIER FOR REAL TIME COLLABORATION FOR 3D CONTENT CREATION”

TWITTER TECHNEWS

Large-scale 3D design in industries—from media and entertainment to architecture, engineering, and construction—is a giant collaboration and data sharing challenge. Experts from many companies work together across different design tools and file formats.

NVIDIA Omniverse is a new collaboration platform to unite these project pipelines and let designers share assets seamlessly across creative applications. Now the work of many can be seen by all, in real time, in the splendor of NVIDIA RTX.



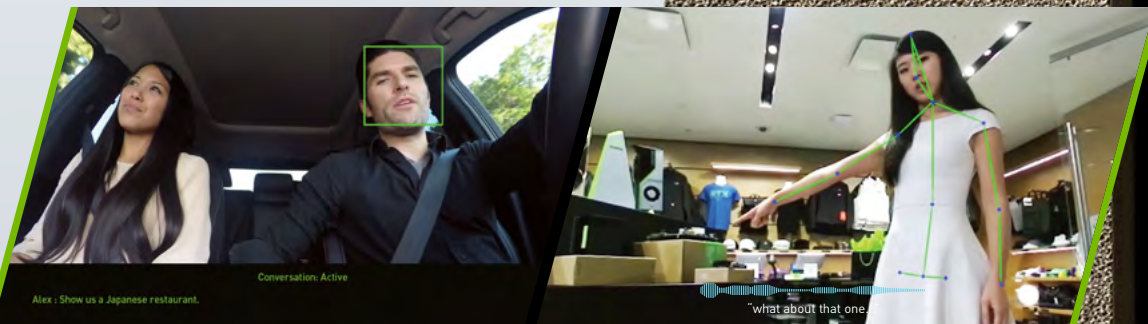
# “NVIDIA IS INVENTING THE FUTURE OF MACHINE LEARNING RIGHT IN FRONT OF OUR EYES”

FORBES

NVIDIA is the leading platform to accelerate AI and the world's most demanding supercomputing applications.

NVIDIA DGX systems are the world's most powerful tools for AI training, uniting up to 16 GPUs to deliver petaflops of training performance. With the extreme I/O performance of Mellanox InfiniBand networking, DGX systems can quickly scale to supercomputer-class NVIDIA SuperPODs. In 2019, DGX-2 set world records on MLPerf, a new set of industry benchmarks designed to test deep learning performance.

NVIDIA GPUs accelerate the U.S.-based Summit supercomputer, the world's fastest, as well as the fastest systems in Europe and Japan. More than 130 supercomputers on the TOP500 list are powered by NVIDIA, including five of the top 10.



## AI INFERENCE FOR HYPERSCALE

Trained AI applications are deployed in large-scale, highly complex cloud data centers that serve voice, video, image, and recommendation services to billions of users. To be useful to our daily lives, they must work incredibly fast—a demand that is increasing exponentially with the rise of conversational AI. NVIDIA TensorRT software and NVIDIA GPUs converge to optimize, validate, and accelerate the world's most demanding neural networks.

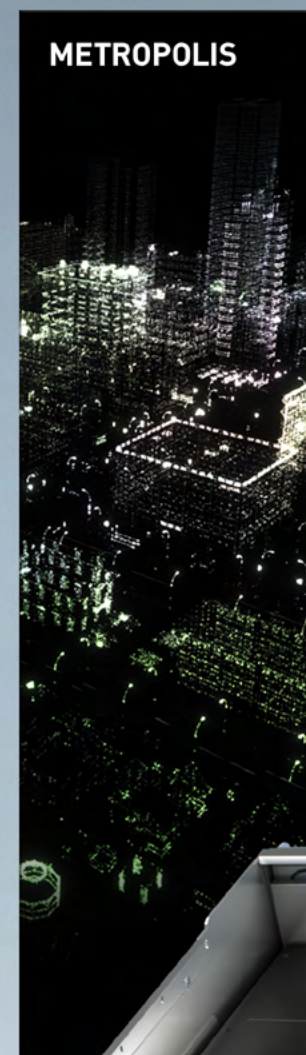
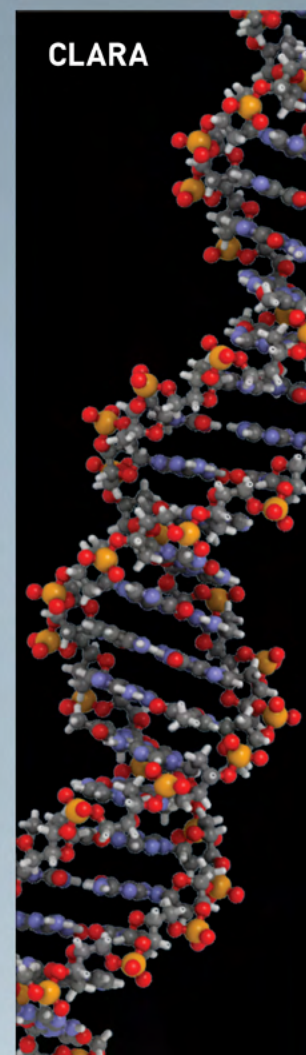


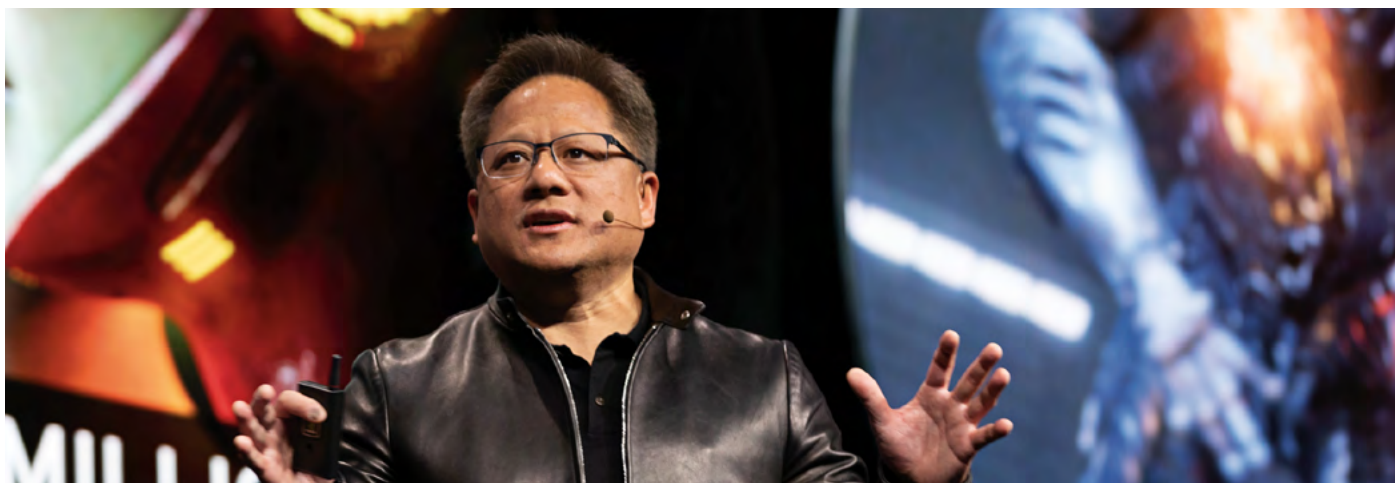
# “THE SMART EVERYTHING REVOLUTION IS NVIDIA AT ITS BEST”

## THE STREET

AI is spilling out of the cloud and onto the edge, where oceans of raw data are generated by the world's largest industries. On factory floors. In stores. On city streets. In urgent care facilities. These edge locations are equipped with billions of IoT sensors that stream terabytes of data. That information contains valuable insights that can drive decisions in real time.

NVIDIA EGX is a state-of-the-art cloud-native platform that enables AI production to move beyond the data center and out to the edge. EGX delivers next-generation AI, IoT, and 5G-based services at large scale with low latency. Early adopters of EGX include Walmart, BMW, Procter & Gamble, Samsung Electronics, and the cities of Los Angeles and San Francisco.





## DEAR NVIDIAIANS AND STAKEHOLDERS,

As we prepare this annual report, the world is in an all-out war against COVID-19. Unlike anything we've confronted in generations, the COVID-19 pandemic is a medical as well as an economic crisis. Citizens all over the world are sheltered in place. Store shelves are empty. Restaurants are closed. Streets are eerily quiet. And while we battle this virus by staying at home, brave nurses, doctors, and first responders are on the front lines risking their safety and that of their families to protect us. Their courage is breathtaking, and we owe them our thanks and support.

At NVIDIA, we exercised an abundance of caution and closed our nearly 60 offices around the world. Employees are working from home to help reduce the spread of the virus. Our extended family of direct hourly contractors is also sheltered in place and will continue to be paid.

We are deploying our most powerful weapons to defeat COVID-19: our technology and our scientists. NVIDIA-powered supercomputers all over the world are being called into service to search for new drug compounds that can treat or vaccinate against the virus. NVIDIA's team of computational scientists is joining these researchers to speed their discovery. We're giving COVID-19 researchers free access to our Parabricks genome-sequencing software. So far, 325 institutions, including hospitals, universities, and supercomputing centers, have engaged. Meanwhile, we united gamers around the world to share the GPUs in their gaming rigs, assembling the largest distributed supercomputer ever to run Folding@Home.

Several hundred thousand gamers amassed a 1.5 exaflops supercomputer. That is 1,500,000,000,000,000 operations per second! Five times the compute power of Summit, the most powerful supercomputer in the world, and more than the world's top 100 supercomputers combined.

No war has ever united the world's scientists like this pandemic. We will get through this together.

### Rising to the Challenge

As we entered the year, our outstanding growth was stopped in its tracks by the simultaneous headwinds of a collapsing cryptocurrency market, a pause in hyperscale spending, and a rapidly deteriorating trade environment with China. Despite being knocked back on our heels at the outset, we finished the year strong.

Full-year revenue was \$10.9 billion, down 7 percent. Gross margins expanded to 62 percent and GAAP earnings per share were \$4.52, down 32 percent. We returned \$390 million during the year to shareholders through quarterly cash dividends. The growth trajectory of the fourth quarter tells

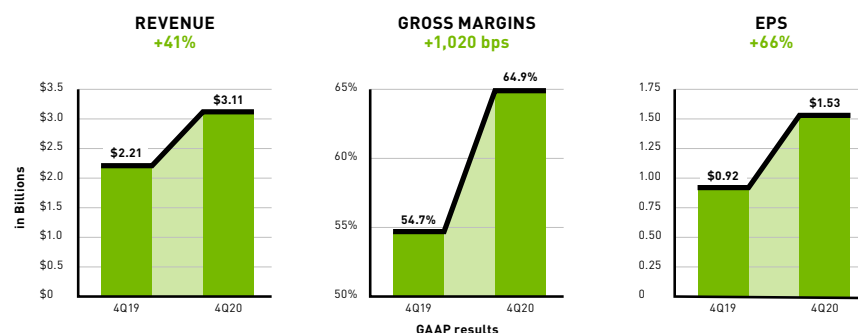
the story—with revenue of \$3.11 billion, up 41 percent from a year ago.

GPU revenue, which consists of GeForce gaming, Quadro workstation graphics, and Data Center platforms for HPC and AI, was \$2.77 billion during the quarter, up 40 percent from a year ago. Data Center revenue was a record \$968 million, up 43 percent from a year ago. Tegra system-on-chip processor revenue, which includes automotive, custom gaming systems, and embedded edge AI platforms, was \$331 million, up 47 percent from a year ago.

### Graphics. Accelerated Computing. AI. Data Centers. Self-Driving Cars.

We are innovating at the epicenter of the most important technology trends of our time. We made significant advances in each area last year. Believing in the importance of this work and staying focused despite the setback drove our return to growth. Let me say a few words about each area.

### “THE GROWTH TRAJECTORY OF THE FOURTH QUARTER TELLS THE STORY”





NVIDIA Omniverse for architecture, engineering, and construction

## Reinventing Graphics

Graphics is the force that fuels NVIDIA's massive R&D engine. NVIDIA invented the GPU and introduced the world to programmable shading nearly 20 years ago. Since then, we have dreamed about creating the next big thing: real-time ray tracing, which simulates the behavior of light more accurately to create photorealistic images.

After more than a decade's work, we created the world's first real-time ray-tracing GPU. It combines two new groundbreaking technologies: a ray-tracing accelerator and a deep learning Tensor Core processor.

The ray-tracing accelerator finds the intersections of billions of light rays and the objects they illuminate. As a complex shader program computes the surface illumination by the beam, some of the light is absorbed, reflected, or refracted onto other nearby surfaces. This ray-tracing process iterates to produce a photorealistic image.

Even with the most powerful GPUs, the computation is too immense to render the images fast enough, let alone beautifully. AI came to the rescue. Using state-of-the-art deep learning methods, we taught an AI to predict the rest of the image from the few rendered pixels. The AI model runs on super-fast Tensor Core processors. Combining programmable shading, ray tracing, and artificial intelligence, we have reinvented computer graphics. We call this new graphics architecture NVIDIA RTX.

## NVIDIA RTX: Biggest Upgrade in the History of the GPU

The graphics industry—including game developers, design tool makers, and film studios—has overwhelmingly adopted NVIDIA RTX. Leaders like Pixar, ILM, Sony, Weta Digital, Epic, Adobe, Autodesk, Dassault, EA, Activision Blizzard, Microsoft, Ubisoft, and many more have added accelerated ray tracing. NVIDIA RTX is a home run. We have created the best reason to upgrade graphics since the invention of the GPU.

We have the best lineup of GeForce desktop PC gaming GPUs in our history. The upgrade cycle is well on its way. We estimate that by the end of January some 15 percent of our installed base had upgraded to RTX. We expect this to be one of the most successful GeForce generations.

We also expanded the GeForce market this year in three significant ways: RTX Max-Q gaming laptops, RTX Studio creative workstations, and GeForce NOW cloud gaming.

With Max-Q, we've created a new gaming device category: thin and light gaming PCs. Gamers want a powerful GPU, but in an elegant laptop design. GeForce RTX with Max-Q technology has broken through the energy-efficiency barrier needed to address the large pent-up demand for gaming laptops. There are more than 125 models of Turing architecture-powered laptops shipping today.

NVIDIA RTX is democratizing film-quality rendering for all creators and designers. Photorealistic rendering is no longer solely the realm of professional studios with large server farms. Forty creative and design applications are now RTX-accelerated, including Dimension, Substance Alchemist, and Premiere Pro from Adobe, as well as Chaos Group's V-Ray, Autodesk's Arnold, and Blender's Cycles.

And in partnership with leading PC makers Dell, HP, and Lenovo, we built a whole new line of NVIDIA RTX-powered consumer and professional workstations and laptops to run these new design and creative tools. More than 60 models of RTX Studio laptops are now available.

GeForce NOW, our cloud gaming service, is out of beta. Hundreds of millions more gamers can now add a virtual GeForce graphics card to their device. GeForce NOW's reach is global via NVIDIA's data centers in North America and Europe, and through partners like Taiwan Mobile, Russia's Rostelcom, Korea's LG U+, and Japan's SoftBank. More than 2 million gamers joined GeForce NOW in the platform's first week.



## NVIDIA Pioneered Accelerated Computing

We pioneered the use of GPUs to accelerate scientific computing. As semiconductor scaling reaches its limits, GPU acceleration has proven to be an excellent path forward. The November 2019 TOP500 list of the world's fastest supercomputers was NVIDIA's best showing to date. Now 136 systems on the TOP500 are NVIDIA-accelerated, including Summit, the world's most powerful supercomputer. The most powerful systems in the United States, Europe, and Japan, and the world's top industrial supercomputer, are all powered by NVIDIA GPUs. From just 10 percent four years ago, NVIDIA GPUs now power 40 percent of this year's new supercomputers. We expect this trend to continue.

Unlike running code on CPUs, accelerated computing is a full-stack approach—optimized across processor, system, software, algorithms, and application for incredible speedups. With each application domain—whether ray tracing, molecular dynamics, fluid dynamics, quantum chemistry, or deep learning—processing time has gone from weeks to days, and from days to hours. Researchers see a boost in productivity. Data center operators enjoy cost reductions. This creates new growth opportunities for our company.

This year we achieved significant milestones in several new application domains:

- > **NVIDIA RTX** for photorealistic rendering for design and film
- > **NVIDIA Aerial** for 5G radio processing
- > **NVIDIA Parabricks** for next-generation genome sequencing
- > **NVIDIA RAPIDS** for data science and analytics
- > **NVIDIA TensorRT** for deep learning inferencing



Visualizing NASA's Mars lander simulations in real time with NVIDIA DGX-2 with Magnum IO GPUDirect Storage

## NVIDIA AI

AI is the most powerful technology force of our time and the engine driving our data center business. AI is software that learns to automate skills that require intelligence: the ability to perceive, reason, and plan.

AI software learns by processing massive amounts of previously collected data to find a complex hierarchy of patterns that can predict what to do when a similar situation arises. AI can learn new skills through examples, trial and error, or adapting skills from similar tasks. AI computers must be incredibly fast to learn from a large amount of data and perform more complex skills. Building fast computers is where NVIDIA comes in.

NVIDIA builds the computing platform for the era of AI. We made a giant bet, reimagined the computing stack, and invented a whole new kind of computer. It combines our new GPU with Tensor Core processing, NVLink high-speed interconnects, cuDNN libraries for deep learning, Magnum IO for distributed computing and high-speed data movement, HGX multi-GPU server boards, NVIDIA DGX computer systems, the NGC registry of pre-optimized acceleration libraries, the TensorRT neural network graph compiler, and the Triton Inference Server to deploy models into hyperscale data centers. We have invested tens of thousands of engineering years to advance AI computing.

NVIDIA's AI architecture is ideal for training as well as inference and is available anywhere from the cloud to PCs. It scales from a tiny two-watt NVIDIA Jetson computer to the fastest supercomputer in the world. The performance, versatility, broad accessibility, and consistent pace of advance are the pillars of our success.

## NVIDIA AI for Inference

Someday, trillions of connected devices will perceive their environment, infer a response, and do seemingly smart things. We will simply tell these devices what we need. Recent breakthroughs are making this future possible sooner rather than later.

Researchers have made advances in speech recognition, natural language understanding, recommendation systems, and natural speech synthesis—the essential elements to have a conversation with an AI.

Billions of people each make hundreds of queries every day. The AI models, each processing billions of operations, must respond in a fraction of a second. Inference is an enormous computing challenge—done at hyperscale and processing complex algorithms at light speed. NVIDIA excels at this work. Inference is a big opportunity for us.

Inference is the fastest-growing part of our data center business, which itself is our fastest-growing segment. After years of development, we announced NVIDIA TensorRT 7, which can compile and optimize image, speech, and language models. Developers can now train AI models on NVIDIA GPUs, and then optimize them for deployment on NVIDIA GPUs. Develop on NVIDIA—run on NVIDIA.



### **NVIDIA AI at the Edge**

AI started in the cloud. The next big opportunity will be at the edge, where the action is. IoT sensors connected to AI computers will automate retail stores, warehouses, factories, farms, streets, highways, airports, and subways. AI can orchestrate traffic, adjust and save power, speed checkouts, or direct a fleet of forklifts in a warehouse. Processing AI at the edge is needed to limit the cost of streaming continuous sensor data, protect sensitive information, or respond instantly to the environment.

During the year we announced the NVIDIA EGX Intelligent Edge Computing Platform. A full-stack AI platform, EGX is highly secure, is high throughput, runs cloud-native applications, and can be deployed and managed as a distributed fleet. With EGX, we are bringing AI to the world's largest industries. Walmart, BMW, NTT East, Procter & Gamble, and Samsung Electronics are among the first adopters of EGX.

5G is going to turbocharge edge AI. Running on the same EGX platform, and with the NVIDIA Aerial 5G GPU-accelerated software radio, telecommunications service providers can provision 5G services on any standard OEM server. And companies can provide highly reliable and secure AI services in places where Wi-Fi is not available. Ericsson is NVIDIA's development partner to build an industrial-strength solution for 5G.

### **Mellanox**

Data center technologies are central to our computing platform. In 2019, we announced the purchase of Mellanox Technologies, the world's leading provider of networking technologies for high-performance data centers. Our companies are long-term partners, having built together many of the world's supercomputers and NVIDIA AI systems. Mellanox has fantastic people and culture, and a long history of innovation. Based in Israel, it will be one of our most significant design centers. We have received approval from all necessary regulatory agencies to proceed with the acquisition, and expect it to close on or about April 27, 2020.

### **NVIDIA AI in Autonomous Vehicles and Robotics**

Every machine that moves will have autonomous capability someday, from vehicles and construction equipment to forklifts and wheelchairs.

We created the NVIDIA DRIVE AV platform to enable any company to build autonomous cars. DRIVE is an open platform that includes an end-to-end AV development infrastructure, functional safety, an auto-grade AV computer, and a self-driving car application. Our platform is used worldwide by hundreds of established companies and startups building autonomous cars, shuttles, taxis, trucks, and delivery and logistics robots.



During the year, we announced our first truck partnership with Volvo Group, one of the world's largest truck and construction vehicle makers. Volvo is using the DRIVE platform end-to-end—from data center servers to develop, validate, and simulate their self-driving truck application to deploying a fleet of trucks powered by DRIVE computers.

We also announced Orin, our second-generation robotics processor. Orin's combination of CPU, GPU, Tensor Core, and computer vision processing offers 10x the performance of our current Xavier SoC. Future self-driving vehicles will demand expanded driving capabilities, improved safety through software and hardware redundancy, and faster response times. Orin's leap in performance and safety architecture will make it possible.

Autonomous vehicles represent just one of the opportunities. In the future, warehouses and manufacturing lines will have fleets of Orin-powered robots that work closely and collaboratively with people to move, lift, and make things.



## CARING FOR OUR COMMUNITIES

NVIDIA has a singular goal that remains our mission today: to build one of the world's great companies—one that makes lasting impacts on industry and society, lifting humanity higher, while achieving near-term business goals for long-term sustainability. We do this with our inventions and ideas as well as through our company-wide contributions to our communities.

One of many examples of our inventions contributing to society is NVIDIA Clara, a platform that is advancing the science and practice of healthcare. Clara AI helps radiologists develop AI models to detect early signs of disease.

This year we introduced Clara AI federated learning, a way to enable multi-organizational AI research collaboration while preserving patient privacy. We are delighted that the American College of Radiology and UCLA Health are early adopters. Clara Genomics is an acceleration platform to analyze the data from gene sequencing. The speedups it provides will significantly accelerate biological and medical research and discovery.

We encourage and make it easy for our employees to support charities that most inspire them. Our Inspire 365 initiative offers employees a large variety of volunteer opportunities and time off from work to help their communities. NVIDIA offices around the world held nearly 200 charitable events last year and contributed nearly 12,000 volunteer hours and millions of dollars.

## LOOKING AHEAD

We are living through an extraordinary time in computing. Though computers have steadily become more useful, broader adoption has been limited by skilled programmers who are also domain experts in niche markets. Unless an application has a sufficiently large market—like search or photo editing—it is unlikely to warrant an investment.

Now, AI can adapt a previously learned skill and program itself for a niche application. A farmer can teach an AI to pick and sort a harvest of tomatoes into different categories to sell to restaurants, in grocery stores, or to be used for sauce. A radiologist can teach an AI to detect a rare disease. A maker of air conditioners can train an AI to monitor its installed base to ensure energy-efficient operations.

AI is democratizing software. Any company can become a technology company. Domain experts will not need to program. They will teach AI to automate repetitive or dangerous tasks. AI will enable automation across the world's largest industries and drive a new wave of computing adoption.

NVIDIA will contribute by building the AI computer—for researchers, for inference deployment in the cloud, for AI computing at the edge, and for autonomous machines.

NVIDIA's platform will be optimized across full stacks—from chips, systems, software, and algorithms, to data center networking—available anywhere, from every cloud service provider and computer maker.

NVIDIA will have deep domain expertise in important markets—transportation, healthcare, manufacturing, logistics, and public safety—and offer an end-to-end AI platform that makes it easy for companies to develop their own AI services.

And we will continue to advance the state of computer graphics for gaming, art, and design while leveraging our expertise and scale to create the future of AI.

That's our plan: Graphics, Accelerated Computing, and AI. From Data Centers to Self-Driving Cars. Graphics feeds AI. AI feeds Graphics.

We had an extraordinary year. Confronted with adversity as we entered the year, the company rose to the challenge and made it our finest moment. I am incredibly proud of our people and the work we did.

And now, as the world faces one of the great tests of our generation, I know that NVIDIA will step up again. We are inspired and driven to create the essential instruments for scientists, researchers, and developers whose work can change the world. It's our purpose, and it is as relevant today as it's ever been.

Thank you all for your support. The best, and most amazing, is yet to come. Stay tuned.

**Jensen Huang**  
CEO and Founder, NVIDIA  
April 2020

# NVIDIA CORPORATION

## NOTICE OF 2020 ANNUAL MEETING PROXY STATEMENT AND FORM 10-K

### FORWARD-LOOKING STATEMENTS

Certain statements in this document including, but not limited to, statements as to: the impact, benefits, abilities, features, performance, and availability of our products and technologies, including GeForce RTX, Quadro RTX, NVIDIA Omniverse, NVIDIA DGX systems, NVIDIA TensorRT software, NVIDIA GPUs, NVIDIA EGX, RTX Max-Q gaming laptops, RTX Studio creative workstations, GeForce NOW cloud gaming, NVIDIA's AI architecture, NVIDIA Aerial, NVIDIA DRIVE AV, Orin, and NVIDIA Clara; NVIDIA as the leading platform to accelerate AI and the world's most demanding supercomputing applications; our contractors continuing to be paid; NVIDIA's efforts to combat COVID-19; NVIDIA innovating at the epicenter of the most important technology trends of our time; our growth drivers and opportunities; the upgrade cycle being well on its way; our expectation for RTX to be one of the most successful GeForce generations; our expectation that NVIDIA GPUs will increasingly be used in accelerated computing; AI being the most powerful technology force of our time and the engine driving our data center business; the number of connected devices in the future and how they will work and be used; the impact of IoT sensors connected to AI computers; NVIDIA bringing AI to the world's largest industries with EGX; Mellanox becoming one of NVIDIA's most significant design centers and the expected closing date of the acquisition; every machine that moves having autonomous capabilities someday; the demands of future self-driving vehicles; AI enabling automation and driving computing adoption; and our market position and strategies are forward-looking statements that are subject to risks and uncertainties that could cause results to be materially different than expectations. Important factors that could cause actual results to differ materially include: global economic conditions; our reliance on third parties to manufacture, assemble, package and test our products; the impact of technological development and competition; development of new products and technologies or enhancements to our existing product and technologies; market acceptance of our products or our partners' products; design, manufacturing or software defects; changes in consumer preferences or demands; changes in industry standards and interfaces; unexpected loss of performance of our products or technologies when integrated into systems; as well as other factors detailed from time to time in the most recent reports NVIDIA files with the Securities and Exchange Commission, or SEC, including, but not limited to, its annual report on Form 10-K and quarterly reports on Form 10-Q. Copies of reports filed with the SEC are posted on the company's website and are available from NVIDIA without charge. These forward-looking statements are not guarantees of future performance and speak only as of the date hereof, and, except as required by law, NVIDIA disclaims any obligation to update these forward-looking statements to reflect future events or circumstances.



## NOTICE OF 2020 ANNUAL MEETING OF STOCKHOLDERS

- Date and time:** Tuesday, June 9, 2020 at 11:00 a.m. Pacific Daylight Time
- Location:** Online at [www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020)
- Items of business:**
- Election of eleven directors nominated by the Board of Directors
  - Approval of our executive compensation
  - Ratification of the selection of PricewaterhouseCoopers LLP as our independent registered public accounting firm for fiscal year 2021
  - Approval of an amendment and restatement of our Amended and Restated 2007 Equity Incentive Plan
  - Approval of an amendment and restatement of our Amended and Restated 2012 Employee Stock Purchase Plan
- Transaction of other business properly brought before the meeting
- Record date:** You can attend, and vote at, the annual meeting if you were a stockholder of record at the close of business on April 13, 2020.
- Virtual meeting admission:** We will be holding our annual meeting online only this year at [www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020). To participate in the annual meeting, you will need the control number included on your notice of proxy materials or printed proxy card.
- Pre-meeting forum:** In order to allow for communication with our stockholders in connection with the annual meeting, we have established a pre-meeting forum located at [www.proxyvote.com](http://www.proxyvote.com) where you can submit advance questions to us.

Your vote is very important. Whether or not you plan to attend the virtual meeting, **PLEASE VOTE YOUR SHARES**. As an alternative to voting online at the meeting, you may vote via the Internet, by telephone or, if you receive a paper proxy card in the mail, by mailing the completed proxy card.

**Important notice regarding the availability of proxy materials for the Annual Meeting of Stockholders to be held on June 9, 2020.** This Notice, our Proxy Statement, our Annual Report on Form 10-K, and our Annual Review are available at [www.nvidia.com/proxy](http://www.nvidia.com/proxy).

**By Order of the Board of Directors**

A handwritten signature in black ink, appearing to read "T. S. Teter", with a stylized flourish at the end.

**Timothy S. Teter**

Secretary

2788 San Tomas Expressway, Santa Clara, California 95051

April 29, 2020

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## DEFINITIONS

<b>2007 Plan</b>	NVIDIA Corporation Amended and Restated 2007 Equity Incentive Plan
<b>2012 ESPP</b>	NVIDIA Corporation Amended and Restated 2012 Employee Stock Purchase Plan
<b>AC</b>	Audit Committee
<b>Base Operating Plan</b>	Performance goal necessary to earn the target award under the Variable Cash Plan and for the target number of SY PSUs to become eligible to vest
<b>Board</b>	The Company's Board of Directors
<b>CC</b>	Compensation Committee
<b>CD&amp;A</b>	Compensation Discussion and Analysis
<b>CEO</b>	Chief Executive Officer
<b>CFO</b>	Chief Financial Officer
<b>Charter</b>	The Company's Amended and Restated Certificate of Incorporation
<b>Company</b>	NVIDIA Corporation, a Delaware corporation
<b>Control Number</b>	Identification number for each stockholder included in Notice or proxy card
<b>Dodd Frank Act</b>	Dodd-Frank Wall Street Reform and Consumer Protection Act
<b>Exchange Act</b>	Securities Exchange Act of 1934, as amended
<b>Exequity</b>	Exequity LLP, the CC's independent compensation consultant
<b>FASB</b>	Financial Accounting Standards Board
<b>Fiscal 20__</b>	The Company's fiscal year ended on the last Sunday in January of the stated year
<b>Form 10-K</b>	The Company's Annual Report on Form 10-K for Fiscal 2020 filed with the SEC on February 20, 2020
<b>GAAP</b>	Generally accepted accounting principles
<b>Internal Revenue Code</b>	U.S. Internal Revenue Code of 1986, as amended
<b>Lead Director</b>	Lead independent director
<b>Meeting</b>	Annual Meeting of Stockholders
<b>MY PSUs</b>	Multi-year PSUs with a three-year performance metric
<b>Nasdaq</b>	The Nasdaq Stock Market LLC
<b>NCGC</b>	Nominating and Corporate Governance Committee
<b>NEOs</b>	Named Executive Officers consisting of our CEO, our CFO, and our other three most highly compensated executive officers as of the end of Fiscal 2020
<b>Non-GAAP Operating Income</b>	GAAP operating income adjusted for stock-based compensation expense, acquisition-related and other costs, and legal settlement costs, as the Company reports in its respective earnings materials. The net aggregate adjustment to GAAP operating income for these items for Fiscal 2020 was \$889 million and for Fiscal 2019 was \$603 million. Please see <i>Reconciliation of Non-GAAP Financial Measures</i> in our CD&A for a reconciliation between the non-GAAP measures and GAAP results
<b>Notice</b>	Notice of Internet Availability of Proxy Materials
<b>NYSE</b>	New York Stock Exchange
<b>PSUs</b>	Performance stock units
<b>PwC</b>	PricewaterhouseCoopers LLP
<b>RSUs</b>	Restricted stock units
<b>S&amp;P 500</b>	Standard & Poor's 500 Composite Index
<b>SEC</b>	U.S. Securities and Exchange Commission
<b>Securities Act</b>	Securities Act of 1933, as amended
<b>Stretch</b>	Performance goal necessary for the maximum number of MY PSUs to become eligible to vest
<b>Stretch Operating Plan</b>	Performance goal necessary to earn the maximum award under the Variable Cash Plan and for the maximum number of SY PSUs to become eligible to vest
<b>SY PSUs</b>	PSUs with a single-year performance metric, vesting over four years
<b>Target</b>	Performance goal necessary for the target number of MY PSUs to become eligible to vest
<b>Threshold</b>	Minimum performance goal necessary to earn an award under the Variable Cash Plan and for SY PSUs and MY PSUs to become eligible to vest
<b>TSR</b>	Total shareholder return
<b>Variable Cash Plan</b>	The Company's variable cash compensation plan

## PROXY SUMMARY

This summary highlights information contained elsewhere in the proxy statement. This summary does not contain all of the information that you should consider, and you should read the entire proxy statement carefully before voting.

### 2020 Annual Meeting of Stockholders

**Date and time:** Tuesday, June 9, 2020 at 11:00 a.m. Pacific Daylight Time  
**Location:** Online at [www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020)  
**Record date:** Stockholders as of April 13, 2020 are entitled to vote  
**Admission to meeting:** You will need your Control Number to attend the annual meeting

### Voting Matters and Board Recommendations

A summary of the 2020 Meeting proposals is below. **Every stockholder's vote is important. Our Board urges you to vote your shares FOR each of the proposals.**

Matter	Page	Board Recommendation	Vote Required for Approval	Effect of Abstentions	Effect of Broker Non-Votes
<b>Management Proposals:</b>					
Election of eleven directors	<a href="#">8</a>	FOR each director nominee	More FOR than WITHHOLD votes	None	None
Approval of our executive compensation	<a href="#">24</a>	FOR	Majority of shares present	Against	None
Ratification of the selection of PwC as our independent registered public accounting firm for Fiscal 2021	<a href="#">42</a>	FOR	Majority of shares present	Against	None
Approval of an amendment and restatement of our 2007 Equity Incentive Plan	<a href="#">45</a>	FOR	Majority of shares present	Against	None
Approval of an amendment and restatement of our 2012 Employee Stock Purchase Plan	<a href="#">57</a>	FOR	Majority of shares present	Against	None

### Election of Directors (Proposal 1)

The following table provides summary information about each director nominee:

Name	Age	Director Since	Occupation	Independent	Financial Expert	Committee Membership
Robert K. Burgess	62	2011	Independent Consultant	✓	✓	CC
Tench Coxe	62	1993	Managing Director, Sutter Hill Ventures	✓		CC
Persis S. Drell	64	2015	Provost, Stanford University	✓		CC
Jen-Hsun Huang	57	1993	President & CEO, NVIDIA Corporation			
Dawn Hudson	62	2013	Independent Consultant	✓	✓	AC
Harvey C. Jones	67	1993	Managing Partner, Square Wave Ventures	✓	✓	CC, NCGC
Michael G. McCaffery	66	2015	Managing Director, Makena Capital Management	✓	✓	AC
Stephen C. Neal	71	2019	Chairman Emeritus & Senior Counsel, Cooley LLP	✓		NCGC
Mark L. Perry <sup>(1)</sup>	64	2005	Independent Consultant	✓	✓	AC, NCGC
A. Brooke Seawell	72	1997	Venture Partner, New Enterprise Associates	✓	✓	CC
Mark A. Stevens	60	2008 <sup>(2)</sup>	Managing Partner, S-Cubed Capital	✓		AC, NCGC

<sup>(1)</sup> Lead Director

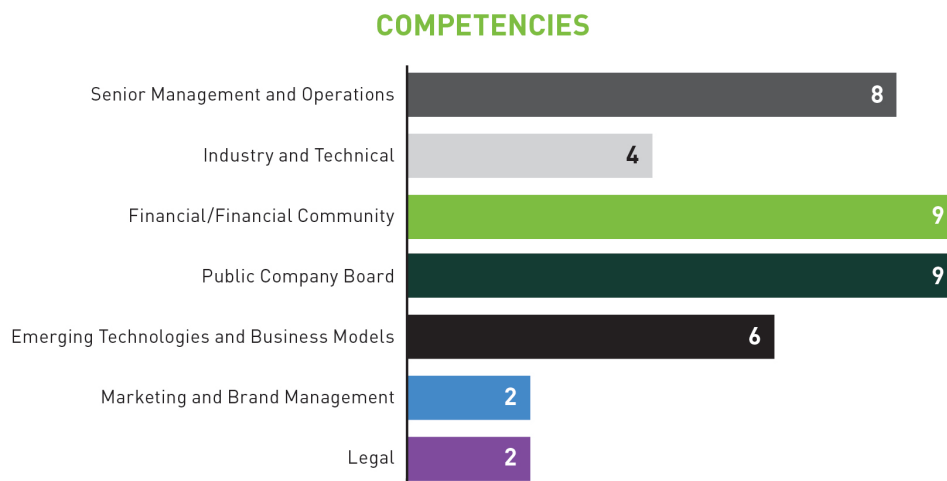
<sup>(2)</sup> Mr. Stevens previously served as a member of our Board from 1993 until 2006

### Board Overview and Recent Refreshment

Our director nominees exhibit a variety of competencies, professional experience, and backgrounds, and contribute diverse viewpoints and perspectives to our Board. While the Board benefits from the experience and institutional knowledge that



our longer-serving directors bring, it has also brought in new perspectives and ideas by appointing three new directors in the last five years. Furthermore, James C. Gaither, who has served on our Board since 1999, is not seeking re-election effective as of the 2020 Meeting. Below are the skills and competencies that our NCGC and Board consider important for our directors to have in light of our current business and future market opportunities, and the number of directors who possess them:



Our NCGC and Board also consider diversity in business experience, professional expertise, gender and ethnic background among Board members in recommending nominees to serve as directors.

### Corporate Governance Highlights

Our Board is committed to strong corporate governance to promote the long-term interests of NVIDIA and our stockholders. We seek a collaborative approach to stockholder issues that affect our business and to ensure that our stockholders see our governance and executive pay practices as well-structured. In the Fall of 2019, we contacted stockholders holding approximately 1% or more of our common stock (except for brokerage firms and index funds who we know do not engage in individual conversations with companies), representing an aggregate ownership of 31%, to gain insights into their views on corporate governance, executive compensation and environmental, social and corporate governance issues. Our management and Lead Director met with stockholders holding, in total, 19% of our common stock.

Highlights of our corporate governance practices include:

- ✓ Proxy access
- ✓ Declassified Board
- ✓ Majority voting for directors
- ✓ Active Board oversight of risk and risk management
- ✓ All Board members independent, except for our CEO
- ✓ Independent Lead Director
- ✓ 75% or greater attendance by each Board member at meetings of the Board and applicable committees
- ✓ Independent directors frequently meet in executive sessions
- ✓ At least annual Board and committee self-assessments
- ✓ Annual stockholder outreach, including NCGC participation
- ✓ Stock ownership guidelines for our directors and executive officers

### Approval of Executive Compensation for Fiscal 2020 (Proposal 2)

We are asking our stockholders to cast a non-binding vote, also known as “say-on-pay,” to approve our NEOs’ compensation. The Board believes that our compensation policies and practices are effective in achieving our goals of paying for performance; attracting, motivating and retaining a high-caliber executive team; aligning our executives’ interests with those of our stockholders to create long-term value; and achieving simplicity and transparency with our compensation program. The Board and our stockholders have approved holding our “say-on-pay” votes annually.

### Executive Compensation Highlights

Our executive compensation program is designed to pay for performance. We utilize compensation elements that align our NEOs’ interests with those of our stockholders to create long-term value. Our NEO pay is heavily weighted toward performance-based, “at-risk” variable cash and long-term equity awards that are only earned if the Company achieves pre-established corporate financial metrics, but capped at a maximum of 200% of target (or 150% of target for our CEO’s PSUs).

For the last several years, approximately 90% of our CEO's, and over 50% of our other NEOs', target pay has been performance-based and at-risk, and 100% of our CEO's equity awards have been in the form of PSUs only.

At our 2019 Meeting, over 96% of the votes cast approved the compensation paid to our NEOs for Fiscal 2019. After considering this advisory vote, the feedback from our annual stockholder outreach, and the Company's Fiscal 2020 outlook at the time of its determination, our CC concluded that our program effectively aligned executive pay with stockholder interests. Therefore, the CC maintained the same general executive compensation structure for Fiscal 2020, and kept executive target pay essentially flat with Fiscal 2019.

### Financial Performance and Link to Executive Pay

Despite a challenging start to Fiscal 2020 with excess channel inventory in our Gaming business and a pause in hyperscale spending in our Datacenter business, our business recovered in the second half of the year. As described above, a significant portion of our executive pay opportunities are tied to the achievement of rigorous financial measures that drive business value and contribute to our long-term success. The tables below show our goals and achievement for each of these measures for the applicable period ended Fiscal 2020, and their respective impact on our executive pay:

	Revenue		Non-GAAP Operating Income*		3-Year TSR	
	Performance Goal	Payout as a % of Target Opportunity <sup>(1)</sup>	Performance Goal	Shares Eligible to Vest as a % of Target Opportunity <sup>(1)</sup>	Performance Goal	Shares Eligible to Vest as a % of Target Opportunity <sup>(1)</sup>
<b>Threshold</b>	\$10.5 billion	50%	\$3.21 billion	50%	25th percentile	25%
<b>Base Operating Plan (Target for MY PSUs)</b>	\$11.4 billion	100%	\$3.75 billion	100%	50th percentile	100%
<b>Stretch Operating Plan (Stretch for MY PSUs)</b>	\$12.0 billion	200%	\$4.23 billion	150% for CEO; 200% for our other NEOs	75th percentile	150% for CEO; 200% for our other NEOs
<b>Performance and Payout</b>	Achieved Fiscal 2020 revenue of \$10.92 billion, resulting in a Variable Cash Plan payout at 73.2% of target		Achieved Fiscal 2020 Non-GAAP Operating Income of \$3.73 billion, resulting in 98.6% of target SY PSUs becoming eligible to vest		Achieved 3-year TSR of 138% (95th percentile of S&P 500), resulting in maximum number of MY PSUs becoming eligible to vest	

<sup>(1)</sup> For achievement between Threshold and Base Operating Plan (or Target for MY PSUs) and between Base Operating Plan (or Target for MY PSUs) and Stretch Operating Plan (or Stretch for MY PSUs), payouts would be determined using straight-line interpolation. Achievement less than Threshold would result in no payout, and exceeding Stretch Operating Plan (or Stretch for MY PSUs) would result in the capped maximum payout.

\* See *Reconciliation of Non-GAAP Financial Measures* in our CD&A for a reconciliation between the non-GAAP measures and GAAP results.

### Ratification of the Selection of PwC as our Independent Registered Public Accounting Firm for Fiscal 2021 (Proposal 3)

Although not required, we are asking our stockholders to ratify the AC's selection of PwC as our independent registered public accounting firm for Fiscal 2021 because we believe it is a matter of good corporate practice. If our stockholders do not ratify the selection, the AC will reconsider the appointment, but may nevertheless retain PwC. Even if the selection is ratified, the AC may select a different independent registered public accounting firm at any time if it determines that such a change would be in the best interests of NVIDIA and our stockholders.

### Approval of an Amendment and Restatement of our 2007 Plan (Proposal 4)

We are asking our stockholders to approve an amendment and restatement of our 2007 Plan primarily to increase the share reserve by 14,800,000 shares; to remove a minimum 12-month vesting requirement from the date of grant on awards under the Proposed 2007 Plan; to prohibit paying dividends on unvested awards; and to extend the term of the 2007 Plan to April 2030, which would otherwise expire in March 2022. The Board recommends a vote FOR this proposal because equity awards are an important component of our compensation program and the continued ability to issue these awards is essential to attracting, retaining and motivating our employees.

### Approval of an Amendment and Restatement of our 2012 ESPP (Proposal 5)

We are asking our stockholders to approve an amendment and restatement of our 2012 ESPP to increase the share reserve by 2,000,000 shares. The Board recommends a vote FOR this proposal because our employee stock purchase program is an important employee benefit and is essential to attracting, retaining and motivating our employees.



NVIDIA CORPORATION  
2788 SAN TOMAS EXPRESSWAY  
SANTA CLARA, CALIFORNIA 95051  
(408) 486-2000

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## PROXY STATEMENT FOR THE 2020 ANNUAL MEETING OF STOCKHOLDERS - JUNE 9, 2020

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### INFORMATION ABOUT THE MEETING

Your proxy is being solicited for use at the 2020 Meeting on behalf of the Board. Our 2020 Meeting will take place on Tuesday, June 9, 2020 at 11:00 a.m. Pacific Daylight Time.

#### Meeting Attendance

If you were an NVIDIA stockholder as of the close of business on the April 13, 2020 record date, or if you hold a valid proxy, you can attend, ask questions during, and vote at our 2020 Meeting at [www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020). Our meeting will be held entirely online; use the Control Number included on your Notice or printed proxy card to enter. Anyone can also listen to the meeting live at [www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020). An archived copy of the webcast will be available at [www.nvidia.com/proxy](http://www.nvidia.com/proxy) through June 23, 2020.

Even if you plan to attend the 2020 Meeting online, we recommend that you also vote by proxy as described below so that your vote will be counted if you later decide not to attend.

#### Virtual Meeting Philosophy and Benefits

The Board believes that holding the meeting in a virtual format invites participation by a broader group of stockholders, while reducing the costs associated with an in-person meeting. This balance allows the meeting to remain focused on matters directly relevant to the interests of stockholders in a way that makes efficient use of Company resources. To provide our stockholders with a similar level of transparency to an in-person meeting format, we will provide stockholders with the opportunity to submit questions through our pre-meeting forum located at [www.proxyvote.com](http://www.proxyvote.com) (using the Control Number included on your Notice or printed proxy card) and during the meeting through the 2020 Meeting website.

#### Quorum and Voting

To hold our 2020 Meeting, we need a majority of the outstanding shares entitled to vote at the close of business on the April 13, 2020 record date, or a quorum, represented at the 2020 Meeting either by attendance online or by proxy. On April 13, 2020, there were 615,135,104 shares of common stock outstanding and entitled to vote, meaning that 307,567,553 shares must be represented at the 2020 meeting or by proxy to have a quorum. A list of stockholders entitled to vote will be available for 10 days prior to the 2020 Meeting. If you would like to view the stockholder list, please contact our Investor Relations Department with an electronic mail message to [NVIDIAInvestorRelations@nvidia.com](mailto:NVIDIAInvestorRelations@nvidia.com) or at (408) 486-2000 to schedule an appointment or for alternative arrangements to the extent office access is impracticable due to COVID-19 orders. In addition, the list of stockholders will be available during the 2020 Meeting for inspection by stockholders of record for any legally valid purpose related to the 2020 Meeting at [www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020).

Your shares will be counted towards the quorum only if you submit a valid proxy or vote at the 2020 Meeting. Abstentions and broker non-votes will be counted towards the quorum requirement. If there is not a quorum, a majority of the votes present may adjourn the meeting to another date.

You may vote **FOR** any nominee to the Board, you may **WITHHOLD** your vote for any nominee or you may **ABSTAIN** from voting. For each other matter to be voted on, you may vote **FOR** or **AGAINST** or **ABSTAIN** from voting.

## Stockholder of Record

You are a stockholder of record if your shares were registered directly in your name with our transfer agent, Computershare, on April 13, 2020, and can vote shares in any of the following ways:

- By attending the 2020 Meeting online and voting during the meeting;
- Via mail, by signing and mailing your proxy card to us before the 2020 Meeting; or
- By telephone or via the Internet, by following the instructions provided in the Notice or your proxy materials.

You may change your vote or revoke your proxy before the final vote at the 2020 Meeting in any of the following ways:

- Attend the 2020 Meeting online and vote during the meeting;
- Submit another proxy by telephone or via the Internet after you have already provided an earlier proxy;
- Submit another properly completed proxy card with a later date; or
- Send a written notice that you are revoking your proxy to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, Attention: Timothy S. Teter, Secretary.

If you do not vote using any of the ways described above, your shares will **not** be voted.

## Street Name Holder

If your shares are held through a nominee, such as a bank or broker, as of April 13, 2020, then you are the beneficial owner of shares held in "street name," and you have the right to direct the nominee how to vote those shares for the 2020 Meeting. The nominee should provide you a separate Notice or voting instructions, and you should follow those instructions to tell the nominee how to vote. To vote by attending the 2020 Meeting online, you must obtain a valid proxy from your nominee.

If you are a beneficial holder and do not provide voting instructions to your nominee, the nominee will not be authorized to vote your shares on "non-routine" matters, including elections of directors (even if not contested), executive compensation (including any advisory stockholder votes on executive compensation) and amendments of equity plans. This is called a "broker non-vote." However, the nominee can still register your shares as being present at the 2020 Meeting for determining quorum, and the nominee will have discretion to vote for matters considered by the NYSE to be "routine," including the ratification of our independent registered public accounting firm. **Therefore, you MUST give your nominee instructions in order for your vote to be counted on the proposals to elect directors, to conduct an advisory approval of our executive compensation, to amend and restate our 2007 Plan, and to amend and restate our 2012 ESPP. We strongly encourage you to vote.**

Note that under the rules of the national stock exchanges, any NVIDIA stockholder whose shares are held in street name by a member brokerage firm may revoke a proxy and vote his or her shares at the 2020 Meeting only in accordance with applicable rules and procedures of those exchanges, as employed by the street name holder's brokerage firm.

## Vote Count

On each matter to be voted upon, stockholders have one vote for each share of NVIDIA common stock owned as of April 13, 2020. Votes will be counted by the inspector of election as follows:

<b>Proposal Number</b>	<b>Proposal Description</b>	<b>Vote Required for Approval</b>	<b>Effect of Abstentions</b>	<b>Effect of Broker Non-Votes</b>
1	Election of eleven directors	Directors are elected if they receive more <b>FOR</b> votes than <b>WITHHOLD</b> votes	None	None
2	Approval of our executive compensation	<b>FOR</b> votes from the holders of a majority of shares present and entitled to vote on this matter	Against	None
3	Ratification of the selection of PwC as our independent registered public accounting firm for Fiscal 2021	<b>FOR</b> votes from the holders of a majority of shares present and entitled to vote on this matter	Against	None
4	Approval of an amendment and restatement of our 2007 Plan	<b>FOR</b> votes from the holders of a majority of shares present and entitled to vote on this matter	Against	None
5	Approval of an amendment and restatement of our 2012 ESPP	<b>FOR</b> votes from the holders of a majority of shares present and entitled to vote on this matter	Against	None

If you are a stockholder of record and you return a signed proxy card without marking any selections, your shares will be voted **FOR** each of the nominees listed in Proposal 1 and **FOR** the other proposals. If any other matter is properly presented at the 2020 Meeting, Jen-Hsun Huang or Timothy S. Teter as your proxyholder will vote your shares using his best judgment.

### **Vote Results**

Preliminary voting results will be announced at the 2020 Meeting. Final voting results will be published in a current report on Form 8-K, which will be filed with the SEC by June 15, 2020.

### **Proxy Materials**

As permitted by SEC rules, we are making our proxy materials available to stockholders electronically via the Internet at [www.nvidia.com/proxy](http://www.nvidia.com/proxy). On or about April 29, 2020, we sent stockholders who own our common stock at the close of business on April 13, 2020 (other than those who previously requested electronic or paper delivery) a Notice containing instructions on how to access our proxy materials, vote via the Internet or by telephone, and elect to receive future proxy materials electronically or in printed form by mail.

If you choose to receive future proxy materials electronically (via [www.proxyvote.com](http://www.proxyvote.com) for stockholders of record and [www.icsdelivery.com/nvda](http://www.icsdelivery.com/nvda) for street name holders), you will receive an email next year with links to the proxy materials and proxy voting site.

SEC rules also permit companies and intermediaries, such as brokers, to satisfy Notice and proxy material delivery requirements for multiple stockholders with the same address by delivering a single Notice or set of proxy materials addressed to those stockholders. We follow this practice, known as "householding," unless we have received contrary instructions from any stockholder at that address.

If you received more than one Notice or full set of proxy materials, then your shares are either registered in more than one name or are held in different accounts. Please vote the shares covered by each Notice or proxy card. To modify your instructions so that you receive one Notice or proxy card for each account or name, please contact your broker. Your "householding" election will continue until you are notified otherwise or until you revoke your consent.

To make a change regarding the form in which you receive proxy materials (electronically or in print), or to request receipt of a separate set of documents to a household, contact our Investor Relations Department (through our website at [www.nvidia.com](http://www.nvidia.com), with an electronic mail message to [NVIDIAInvestorRelations@nvidia.com](mailto:NVIDIAInvestorRelations@nvidia.com), by phone at (408) 486-2000 or by mail at 2788 San Tomas Expressway, Santa Clara, California 95051).

We will pay the entire cost of soliciting proxies. Our directors and employees may also solicit proxies in person, by telephone, by mail, via the Internet or by other means of communication. Our directors and employees will not be paid any additional compensation for soliciting proxies. We have also retained MacKenzie Partners on an advisory basis for a fee not expected to exceed \$20,000 and they may help us solicit proxies from brokers, bank nominees and other institutional owners. We may also reimburse brokerage firms, banks and other agents for the cost of forwarding proxy materials to beneficial owners.

### **2021 Meeting Stockholder Proposals**

To be considered for inclusion in next year's proxy materials, your proposal must be submitted in writing by December 30, 2020 to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, Attention: Timothy S. Teter, Secretary and must comply with all applicable requirements of Rule 14a-8 promulgated under the Exchange Act. However, if we do not hold our 2021 Meeting between May 10, 2021 and July 9, 2021, then the deadline is a reasonable time before we begin to print and send our proxy materials. If you wish to submit a proposal for consideration at the 2021 Meeting that is not to be included in next year's proxy materials, you must do so in writing following the above instructions not later than the close of business on March 11, 2021, and not earlier than February 9, 2021. We also advise you to review our Bylaws, which contain additional requirements about advance notice of stockholder proposals and director nominations.

## Proposal 1—Election of Directors

**What am I voting on?** Electing the 11 director nominees identified below to hold office until the 2021 Meeting and until his or her successor is elected or appointed.

**Vote required:** Directors are elected if they receive more **FOR** votes than **WITHHOLD** votes.

All of our directors have one-year terms and stand for election annually. James C. Gaither will be retiring and not seek re-election to our Board. Effective upon the start of the 2020 Meeting, our Board will have 11 members. We are deeply grateful to Mr. Gaither for 27 years of service to NVIDIA - since the formation of the company - including 22 years as a Board member. His wisdom, thoughtful guidance, and unwavering belief in our company contributed greatly to our success. He is a testament to the impact a board plays in the building of enduring companies.

Our nominees include 10 independent directors, as defined by the rules and regulations of Nasdaq, and one NVIDIA officer: Mr. Huang, who serves as our President and CEO. Each of the nominees listed below is currently a director of NVIDIA previously elected by our stockholders. The Board expects the nominees will be available for election. If a nominee declines or is unable to act as a director, your proxy may be voted for any substitute nominee proposed by the Board or the size of the Board may be reduced.

### Recommendation of the Board

The Board recommends that you vote **FOR** the election of each of the following nominees:

Name	Age	Director Since	Occupation	Independent	Financial Expert	Committee Membership	Other Public Company Boards
Robert K. Burgess	62	2011	Independent Consultant	✓	✓	CC	–
Tench Coxe	62	1993	Managing Director, Sutter Hill Ventures	✓		CC	1
Persis S. Drell	64	2015	Provost, Stanford University	✓		CC	–
Jen-Hsun Huang	57	1993	President & CEO, NVIDIA Corporation				–
Dawn Hudson	62	2013	Independent Consultant	✓	✓	AC	1
Harvey C. Jones	67	1993	Managing Partner, Square Wave Ventures	✓	✓	CC, NCGC	–
Michael G. McCaffery	66	2015	Managing Director, Makena Capital Management	✓	✓	AC	–
Stephen C. Neal	71	2019	Chairman Emeritus & Senior Counsel, Cooley LLP	✓		NCGC	1
Mark L. Perry <sup>(1)</sup>	64	2005	Independent Consultant	✓	✓	AC, NCGC	2
A. Brooke Seawell	72	1997	Venture Partner, New Enterprise Associates	✓	✓	CC	1
Mark A. Stevens	60	2008 <sup>(2)</sup>	Managing Partner, S-Cubed Capital	✓		AC, NCGC	–

<sup>(1)</sup> Lead Director

<sup>(2)</sup> Mr. Stevens previously served as a member of our Board from 1993 until 2006

## Director Qualifications and Nomination of Directors

The NCGC identifies, reviews and assesses the qualifications of existing and potential directors and selects nominees for recommendation to the Board for approval. The committee is committed to Board diversity and shall consider a nominee's background and experience to ensure that a broad range of perspectives is represented on the Board. The NCGC may conduct any appropriate and necessary inquiries into the backgrounds and qualifications of possible candidates. The NCGC may also engage a professional search firm to identify and assist the NCGC in identifying, evaluating, and conducting due diligence on potential director nominees. The NCGC has not established specific age, gender, education, experience, or skill requirements for potential members, and instead considers numerous factors regarding the nominee taking into account our current and future business models, including the following:

- Integrity and candor
- Independence
- Senior management and operational experience
- Professional, technical and industry knowledge
- Financial expertise
- Financial community experience (including as an investor in other companies)
- Marketing and brand management
- Public company board experience
- Experience with emerging technologies and new business models
- Legal expertise
- Diversity, including gender and ethnic background
- Experience in academia
- Willingness and ability to devote substantial time and effort to Board responsibilities and Company oversight
- Ability to represent the interests of the stockholders as a whole rather than special interest groups or constituencies
- All relationships between the proposed nominee and any of our stockholders, competitors, customers, suppliers or other persons with a relationship to NVIDIA
- Overall service to NVIDIA, including past attendance at Board and committee meetings and participation and contributions to the activities of the Board

The NCGC and the Board understand the importance of Board refreshment, and strive to maintain an appropriate balance of tenure, diversity, professional experience and backgrounds, skills, and education on the Board. While the Board benefits from the experience and institutional knowledge that our longer-serving directors bring, it has also brought in new perspectives and ideas by appointing three new directors in the last five years. Our longer-tenured directors are familiar with our operations and business areas and have the perspective of overseeing our activities from a variety of economic and competitive environments. Our newer directors bring expertise in consumer marketing, branding, technology developments at leading academic institutions, and deep knowledge from decades of advising numerous companies that are important to supporting NVIDIA as it competes in new markets and as it faces new regulatory and legal challenges. Each year, the NCGC and Board review each director's individual performance, including the director's past contributions, outside experiences and activities, and committee participation, and make a determination concerning how his or her experience and skills continue to add value to NVIDIA and the Board.

The following chart summarizes the skills and competencies of each director nominee that led our Board to conclude that he or she is qualified to serve on our Board. The lack of a check does not mean the director lacks that skill or qualification; rather, a check indicates a specific area of focus or expertise for which the Board relies on such director nominee most.

	<b>Senior Management and Operations</b> <i>provides experienced oversight of our business and with new insights</i>	<b>Industry and Technical</b> <i>facilitates an understanding of innovations and a technical assessment of our products and services</i>	<b>Financial/Financial Community</b> <i>assists with review of our operations and financial matters; those with a venture capital background offer shareholder perspectives</i>	<b>Public Company Board</b> <i>helps identify challenges and risks we face as a public company</i>	<b>Emerging Technologies and Business Models</b> <i>integral to our growth strategies given our unique business model</i>	<b>Marketing and Brand Management</b> <i>offers guidance on our products directly marketed to consumers</i>	<b>Legal</b> <i>important as we are subject to multiple lawsuits, regulatory matters, and new regulations</i>
<b>Burgess</b>	✓		✓	✓	✓		
<b>Coxe</b>			✓	✓	✓		
<b>Drell</b>		✓					
<b>Huang</b>	✓	✓	✓		✓	✓	
<b>Hudson</b>	✓		✓	✓		✓	
<b>Jones</b>	✓	✓	✓	✓	✓		
<b>McCaffery</b>	✓		✓	✓			
<b>Neal</b>	✓			✓			✓
<b>Perry</b>	✓		✓	✓			✓
<b>Seawell</b>	✓		✓	✓	✓		
<b>Stevens</b>		✓	✓	✓	✓		

The NCGC evaluates candidates proposed by stockholders using the same criteria as it uses for other candidates. Stockholders seeking to recommend a prospective nominee should follow the instructions under *Stockholder Communications with the Board of Directors* below. Stockholder submissions must include the full name of the proposed nominee, a description of the proposed nominee's business experience for at least the previous five years, complete biographical information, a description of the proposed nominee's qualifications as a director and a representation that the nominating stockholder is a beneficial or record owner of our stock. Any such submission must be accompanied by the written consent of the proposed nominee to be named as a nominee and to serve as a director if elected.

In addition, our Board voluntarily adopted proxy access. As a result, we will include in our proxy statement information regarding the greater of (a) up to two director candidates or (b) up to 20% of the number of directors in office on the last day that a submission may be delivered, if nominated by a stockholder (or group of up to 20 stockholders) owning at least 3% of the voting power of our outstanding capital stock for at least three continuous years. The stockholder(s) must provide timely written notice of such nomination and the stockholder(s) and nominee must satisfy the other requirements specified in our Bylaws. This summary of our proxy access rules is not intended to be complete and is subject to limitations set forth in our Bylaws and Corporate Governance Policies. Stockholders are advised to review these documents, which contain the requirements for director nominations. The NCGC did not receive any stockholder nominations during Fiscal 2020.

### Our Director Nominees

The biographies below include information, as of the date of this proxy statement, regarding the particular experience, qualifications, attributes or skills of each director, relative to the skills matrix above, that led the NCGC and Board to believe that he or she should continue to serve on the Board.



#### **ROBERT K. BURGESS**

**Independent Consultant**

**Age:** 62

**Director Since:** 2011

**Committees:** CC

**Independent Director**

**Financial Expert**

Robert K. Burgess has served as an independent investor and board member to technology companies since 2005. He was chief executive officer from 1996 to 2005 of Macromedia, Inc., a provider of internet and multimedia software, which was acquired by Adobe Systems Incorporated; he also served from 1996 to 2005 on its board of directors, as chairman of its board of directors from 1998 to 2005 and as executive chairman for his final year. Previously, he held key executive positions from 1984 to 1991 at Silicon Graphics, Inc. (SGI), a graphics and computing company; from 1991 to 1995, served as chief executive officer and a board member of Alias Research, Inc., a publicly traded 3D software company, until its acquisition by SGI; and resumed executive positions at SGI during 1996. Mr. Burgess was a director of IMRIS Inc., a provider of image guided therapy solutions, from 2010 until 2013; of Adobe from 2005 to 2019; and of Rogers Communications Inc., a communications and media company, from 2016 to 2019. He holds a BCom degree from McMaster University.

*Mr. Burgess brings to the Board senior management and operating experience and expertise in the areas of financial- and risk-management. He has a broad understanding of the roles and responsibilities of a corporate board and provides valuable insight on a range of issues in the technology industry.*



#### **TENCH COXE**

**Managing Director,  
Sutter Hill Ventures**

**Age:** 62

**Director Since:** 1993

**Committees:** CC

**Independent Director**

Tench Coxe has been a managing director of Sutter Hill Ventures, a venture capital investment firm, since 1989, where he focuses on investments in the IT sector. Prior to joining Sutter Hill Ventures in 1987, he was director of marketing and MIS at Digital Communication Associates. He serves on the board of directors of Artisan Partners Asset Management Inc., an institutional money management firm, and several privately held technology companies. He served on the board of directors of Mattersight Corp., a customer loyalty software firm from 2000 to 2018. Mr. Coxe holds a BA degree in Economics from Dartmouth College and an MBA degree from Harvard Business School.

*Mr. Coxe brings to the Board expertise in financial and transactional analysis and provides valuable perspectives on corporate strategy and emerging technology trends. His significant financial community experience gives the Board an understanding of the methods by which companies can increase value for their stockholders.*

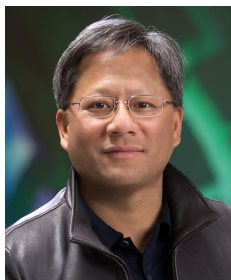




**PERSIS S. DRELL**  
**Provost, Stanford University**  
**Age:** 64  
**Director Since:** 2015  
**Committees:** CC  
**Independent Director**

Persis S. Drell has been the Provost of Stanford University since 2017. A Professor of Materials Science and Engineering and Professor of Physics, as well as Vice President for the U.S. Department of Energy SLAC National Accelerator Laboratory, Dr. Drell has been on the faculty at Stanford since 2002, and was the Dean of the Stanford School of Engineering from 2014 to 2017. She also served as the Director of SLAC from 2007 to 2012. Dr. Drell is a member of the National Academy of Sciences and the American Academy of Arts and Sciences, and is a fellow of the American Physical Society. She has been the recipient of a Guggenheim Fellowship and a National Science Foundation Presidential Young Investigator Award. Dr. Drell holds a Ph.D. from the University of California Berkeley and an AB degree in Mathematics and Physics from Wellesley College.

*An accomplished researcher and educator, Dr. Drell brings to the Board expert leadership in guiding innovation in science and technology.*



**JEN-HSUN HUANG**  
**President and Chief Executive Officer, NVIDIA Corporation**  
**Age:** 57  
**Director Since:** 1993  
**Committees:** None

Jen-Hsun Huang founded NVIDIA in 1993 and has served since its inception as president, chief executive officer, and a member of the board of directors. Prior to founding NVIDIA, Mr. Huang held a variety of positions from 1985 to 1993 at LSI Logic Corp., a computer chip manufacturer, and from 1984 to 1985 at Advanced Micro Devices, Inc., a semiconductor company. In 2017, he was named Fortune's Businessperson of the Year. In 2019, Harvard Business Review ranked him No. 1 on its list of the world's 100 best-performing CEOs over the lifetime of their tenure. Mr. Huang holds a BSEE degree from Oregon State University and an MSEE degree from Stanford University.

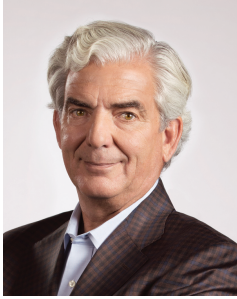
*Mr. Huang is one of the technology industry's most respected executives, having taken NVIDIA from a startup to a world leader in visual computing. Under his guidance, NVIDIA has compiled a record of consistent innovation and sharp execution, marked by products that have gained strong market share.*



**DAWN HUDSON**  
**Independent Consultant**  
**Age:** 62  
**Director Since:** 2013  
**Committees:** AC  
**Independent Director**  
**Financial Expert**

Dawn Hudson serves on the boards of various companies. From 2014 to 2018, Ms. Hudson served as Chief Marketing Officer for the National Football League. Previously, she served from 2009 to 2014 as vice chairman of The Parthenon Group, an advisory firm focused on strategy consulting. She was president and chief executive officer of Pepsi-Cola North America, the beverage division of PepsiCo, Inc. for the U.S. and Canada, from 2005 to 2007 and president from 2002, and simultaneously served as chief executive officer of the foodservice division of PepsiCo, Inc. from 2005 to 2007. Previously, she spent 13 years in marketing, advertising and branding strategy, holding leadership positions at major agencies, such as D'Arcy Masius Benton & Bowles and Omnicom. Ms. Hudson currently serves on the board of directors of The Interpublic Group of Companies, Inc., an advertising holding company, and a private skincare company. She was a director of P.F. Chang's China Bistro, Inc., a restaurant chain, from 2010 until 2012; of Allergan, Inc., a biopharmaceutical company, from 2008 until 2014; of Lowe's Companies, Inc., a home improvement retailer, from 2001 until 2015; and of Amplify Snack Brands, Inc., a snack food company, from 2014 until 2018. She holds a BA degree in English from Dartmouth College.

*Ms. Hudson brings to the board experience in executive leadership. As a longtime marketing executive, she has valuable expertise and insights in leveraging brands, brand development and consumer behavior. She also has considerable corporate governance experience, gained from more than a decade of serving on the boards of public companies.*



**HARVEY C. JONES**

**Managing Partner, Square Wave Ventures**

**Age:** 67

**Director Since:** 1993

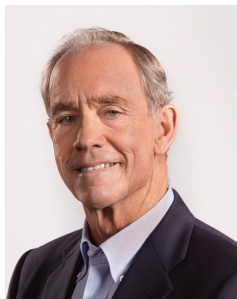
**Committees:** CC, NCGC

**Independent Director**

**Financial Expert**

Harvey C. Jones has been the managing partner of Square Wave Ventures, a private investment firm, since 2004. Mr. Jones has been an entrepreneur, high technology executive and active venture investor for over 30 years. In 1981, he co-founded Daisy Systems Corp., a computer-aided engineering company, ultimately serving as its president and chief executive officer until 1987. Between 1987 and 1998, he led Synopsys, Inc., a major electronic design automation company, serving as its chief executive officer for seven years and then as executive chairman. In 1997, Mr. Jones co-founded Tensilica Inc., a privately held technology IP company that developed and licensed high performance embedded processing cores. He served as chairman of the Tensilica board of directors from inception through its 2013 acquisition by Cadence Design Systems, Inc. In 2016, Mr. Jones joined the board of directors of and invested in TempoQuest, a private company seeking to develop advanced weather forecasting systems that exploit accelerated GPU technology. He was a director of Tintri Inc., a company that builds data storage solutions for virtual and cloud environments, from 2014 until 2018. Mr. Jones holds a BS degree in Mathematics and Computer Sciences from Georgetown University and an MS degree in Management from Massachusetts Institute of Technology.

*Mr. Jones brings to the board an executive management background, an understanding of semiconductor technologies and complex system design. He provides valuable insight into innovation strategies, research and development efforts, as well as management and development of our technical employees. His significant financial community experience gives the Board an understanding of the methods by which companies can increase value for their stockholders.*



**MICHAEL G. McCAFFERY**

**Managing Director, Makena Capital Management**

**Age:** 66

**Director Since:** 2015

**Committees:** AC

**Independent Director**

**Financial Expert**

Michael G. McCaffery is the Managing Director of Makena Capital Management, an investment management firm. From 2005 to 2013, he was the Chief Executive Officer of Makena Capital Management. From 2000 to 2006, he was the President and Chief Executive Officer of the Stanford Management Company, the university subsidiary charged with managing Stanford University's financial and real estate investments. Prior to Stanford Management Company, Mr. McCaffery was President and Chief Executive Officer of Robertson Stephens and Company, a San Francisco-based investment bank and investment management firm, from 1993 to 2009, and also served as Chairman in 2000. Mr. McCaffery serves on the board of directors, or on the advisory boards, of several privately held companies and non-profits. He was a director of KB Home, a homebuilding company, from 2003 until 2015. Mr. McCaffery is a Trustee Emeritus of the Rhodes Scholarship Trust. He holds a BA degree from the Woodrow Wilson School of Public and International Affairs at Princeton University, a BA Honours degree and an MA degree in Politics, Philosophy and Economics from Merton College, Oxford University, Oxford, England, and an MBA degree from the Stanford Graduate School of Business.

*Mr. McCaffery brings to the Board a broad array of business, investment and real estate experience and recognized expertise in financial matters, as well as a demonstrated commitment to good corporate governance.*



### **STEPHEN C. NEAL**

**Chairman Emeritus and Senior Counsel, Cooley LLP**

**Age:** 71

**Director Since:** 2019

**Committees:** NCGC

**Independent Director**

Stephen C. Neal serves as Chairman Emeritus and Senior Counsel of the law firm Cooley LLP, where he was also Chief Executive Officer from 2001 until 2008. In addition to his extensive experience as a trial lawyer on a broad range of corporate issues, Mr. Neal has represented and advised numerous boards of directors, special committees of boards and individual directors on corporate governance and other legal matters. Prior to joining Cooley in 1995, Mr. Neal was a partner of the law firm Kirkland & Ellis LLP. Mr. Neal serves as chairman of the board of directors of Levi Strauss & Co., an apparel company. Mr. Neal holds an AB degree from Harvard University and a JD degree from Stanford Law School.

*Mr. Neal brings to the Board deep knowledge and broad experience in corporate governance as well as his perspectives drawn from advising many companies throughout his career.*



### **MARK L. PERRY**

**Independent Consultant**

**Age:** 64

**Director Since:** 2005

**Committees:** AC, NCGC

**Lead Director**

**Financial Expert**

Mark L. Perry serves on the boards of, and consults for, various companies and non-profit organizations. From 2012 to 2013, Mr. Perry served as an Entrepreneur-in-Residence at Third Rock Ventures, a venture capital firm. He served from 2007 to 2011 as president and chief executive officer of Aerovance, Inc., a biopharmaceutical company. He was an executive officer from 1994 to 2004 at Gilead Sciences, Inc., a biopharmaceutical company, serving in a variety of capacities, including general counsel, chief financial officer, and executive vice president of operations, responsible for worldwide sales and marketing, legal, manufacturing and facilities; he was also its senior business advisor until 2007. From 1981 to 1994, Mr. Perry was with the law firm Cooley LLP, where he was a partner for seven years. He serves on the board of directors and as lead independent director of Global Blood Therapeutics, Inc. and on the board of directors and as chairman of MyoKardia, Inc., both biopharmaceutical companies. Mr. Perry holds a BA degree in History from the University of California, Berkeley, and a JD degree from the University of California, Davis.

*Mr. Perry brings to the Board operating and finance experience gained in a large corporate setting. He has varied experience in legal affairs and corporate governance, and a deep understanding of the roles and responsibilities of a corporate board.*



### **A. BROOKE SEAWELL**

**Venture Partner, New Enterprise Associates**

**Age:** 72

**Director Since:** 1997

**Committees:** CC

**Independent Director**

**Financial Expert**

A. Brooke Seawell has served since 2005 as a venture partner at New Enterprise Associates, and was a partner from 2000 to 2005 at Technology Crossover Ventures. He was executive vice president from 1997 to 1998 at NetDynamics, Inc., an application server software company, which was acquired by Sun Microsystems, Inc. He was senior vice president and chief financial officer from 1991 to 1997 of Synopsys, Inc., an electronic design automation software company. He serves on the board of directors of Tenable Holdings, Inc., a cybersecurity company, and several privately held companies. Mr. Seawell served on the board of directors of Glu Mobile, Inc., a publisher of mobile games, from 2006 to 2014; of Informatica Corp., a data integration software company, from 1997 to 2015; and of Tableau Software, Inc., a business intelligence software company, from 2011 to August 2019. He also previously served as a member of the Stanford University Athletic Board and on the Management Board of the Stanford Graduate School of Business. Mr. Seawell holds a BA degree in Economics and an MBA degree in Finance from Stanford University.

*Mr. Seawell brings to the Board operational expertise and senior management experience, including knowledge of the complex issues facing public companies, and a deep understanding of accounting principles and financial reporting. His significant financial community experience gives the Board an understanding of the methods by which companies can increase value for their stockholders.*



**MARK A. STEVENS**

**Managing Partner, S-Cubed Capital**

**Age:** 60

**Director Since:** 2008  
(previously served 1993-2006)

**Committees:** AC, NCGC

**Independent Director**

Mark A. Stevens has been the managing partner of S-Cubed Capital, a private family office investment firm, since 2012. He was a managing partner from 1993 to 2011 of Sequoia Capital, a venture capital investment firm, where he had been an associate for the preceding four years. Previously, he held technical sales and marketing positions at Intel Corporation, and was a member of the technical staff at Hughes Aircraft Co. Mr. Stevens was a director of Quantenna Communications, Inc., a provider of Wi-Fi solutions, from 2016 until 2019. He is a Trustee of the University of Southern California. Mr. Stevens holds a BSEE degree, a BA degree in Economics and an MS degree in Computer Engineering from the University of Southern California and an MBA degree from Harvard Business School.

*Mr. Stevens brings to the Board a deep understanding of the technology industry, and the drivers of structural change and high-growth opportunities. He provides valuable insight regarding corporate strategy development and the analysis of acquisitions and divestitures. His significant financial community experience gives the Board an understanding of the methods by which companies can increase value for their stockholders.*

## Information About the Board of Directors and Corporate Governance

### Independence of the Members of the Board of Directors

Nasdaq rules and our Corporate Governance Policies require that a majority of our directors not have a relationship that would interfere with their exercise of independent judgment in carrying out their responsibilities and that they meet any other qualification requirements required by the SEC and Nasdaq. After considering all relevant relationships and transactions, our Board determined that all of our directors are “independent” as defined by Nasdaq’s rules and regulations, except for Mr. Huang. The Board also determined that all members of our AC, CC and NCGC are independent under applicable Nasdaq listing standards. In addition, Messrs. McCaffery and Perry and Ms. Hudson of the AC are “audit committee financial experts” based on SEC rules.

### Board Leadership Structure

Our Board believes that all of its members should have an equal voice in the affairs and the management of NVIDIA, and therefore, our stockholders are best served at this time by having an independent Lead Director, who is an integral part of our Board structure and a critical aspect of our effective corporate governance, rather than having a chairperson. The independent directors consider the role and designation of the Lead Director on an annual basis, and Mr. Perry was appointed as our Lead Director in 2018. In addition, Mr. Perry serves on both the NCGC and the AC, which affords him increased engagement with Board governance and composition as well as with risk assessment and management, and financial and regulatory matters of the Company. While the CEO has primary responsibility for preparing the agendas for Board meetings and presiding over the portion of the meetings of the Board where he is present, our Lead Director has significant responsibilities, which are set forth in our Corporate Governance Policies, and include, in part:

- Determining an appropriate schedule of Board meetings, and seeking to ensure that the independent members of the Board can perform their duties responsibly while not interfering with the flow of our operations;
- Working with the CEO, and seeking input from all directors and other relevant management, as to the preparation of the agendas for Board meetings;
- Advising the CEO on a regular basis as to the quality, quantity and timeliness of the flow of information requested by the Board from our management with the goal of providing what is necessary for the independent members of the Board to effectively and responsibly perform their duties, and, although our management is responsible for the preparation of materials for the Board, the Lead Director may specifically request the inclusion of certain material; and
- Coordinating, developing the agenda for, and moderating executive sessions of the independent members of the Board, and acting as principal liaison between them and the CEO on sensitive issues.

The active involvement of our independent directors, combined with the qualifications and significant responsibilities of our Lead Director, provide balance on the Board and promote strong, independent oversight of our management and affairs.

### Role of the Board in Risk Oversight

The Board is responsible for overseeing risk management at NVIDIA and delegates oversight of appropriate topics to its committees. Our AC has the responsibility to consider and discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures. The AC also monitors compliance with certain legal and regulatory requirements and oversees the performance of our internal audit function. Our NCGC monitors the effectiveness of our anonymous tip process and corporate governance guidelines, including whether they are successful in preventing illegal or improper liability-creating conduct, and oversees environmental, social and corporate governance risks, ranging from artificial intelligence to diversity and inclusion. Our CC assesses and monitors whether any of our compensation policies and programs has the potential to encourage excessive risk-taking. The Board exercises direct oversight of strategic risks to NVIDIA and other risk areas not delegated to one of its committees, including business continuity and cybersecurity.

Management periodically provides information, including guidance on risk management and mitigation, to the Board or a relevant committee. Each committee also reports to the Board on those matters.

## Corporate Governance Policies of the Board of Directors

The Board has documented our governance practices by adopting Corporate Governance Policies to ensure that the Board has the necessary authority and processes in place to review and evaluate our business operations as needed and to make decisions that are independent of our management. Our Corporate Governance Policies set forth the practices the Board follows with respect to board composition and selection, regular evaluations of the Board and its committees, board meetings and involvement of senior management, chief executive officer performance evaluation, and board committees and compensation. Our Corporate Governance Policies may be viewed under Governance in the Investor Relations section of our website at [www.nvidia.com](http://www.nvidia.com).

### Executive Sessions of the Board

As required under Nasdaq's listing standards, our independent directors have in the past met, and will continue to meet, regularly in scheduled executive sessions at which only independent directors are present. In Fiscal 2020, our independent directors met in executive session at all four of our scheduled quarterly Board meetings.

In addition, independent directors have in the past met, and will continue to meet, regularly in scheduled executive sessions with our CEO. In Fiscal 2020, our independent directors met in executive session with the CEO at all four of our scheduled quarterly Board meetings.

### Director Attendance at Annual Meeting

We do not have a formal policy regarding attendance by members of the Board at our annual meetings. We generally schedule a Board meeting in conjunction with our annual meeting and expect that all of our directors will attend each annual meeting, absent a valid reason. All of our Board members attended our 2019 Meeting.

### Board Self-Assessments

In Fiscal 2020, the NCGC oversaw an evaluation process, conducted at least annually, whereby outside corporate counsel for NVIDIA interviewed each director to obtain his or her evaluation of the Board as a whole, and of the committees on which he or she serves. The interviews solicited ideas from the directors about, among other things, improving the quality of Board and/or committee oversight effectiveness regarding strategic direction, financial and audit matters, executive compensation and other key matters. The interviews also focused on Board process and identifying specific issues which should be discussed in the future. After these evaluations were complete, our outside corporate counsel summarized the results, reviewed with our Lead Director, and then submitted the summary for discussion by the NCGC.

In response to the evaluations conducted in Fiscal 2020, our Board determined to strengthen oversight of the Company's overall financial outlook process by the AC and the full Board, and to continue to prioritize its focus on the overall strength and competence of the Board and the diversity of experience, gender and ethnic background of its members.

### Director Orientation and Continuing Education

The NCGC and our General Counsel are responsible for director orientation programs and for director continuing education programs. Continuing education programs for directors may include a combination of internally developed materials and presentations, programs presented by third parties, and financial and administrative support for attendance at qualifying academic or other independent programs.

### Director Stock Ownership Guidelines

The Board believes that directors should hold a significant equity interest in NVIDIA. Our Corporate Governance Policies require each non-employee director to hold a number of shares of our common stock with a value equal to six times the annual cash retainer for Board service during the period in which he or she serves as a director (or six times the base salary, in the case of the CEO). The shares may include vested deferred stock, shares held in trust and shares held by immediate family members. Non-employee directors have five years after their Board appointment to reach the ownership threshold. Our stock ownership guidelines are intended to further align director interests with stockholder interests.

Each of our non-employee directors and Mr. Huang currently meets or exceeds the stock ownership requirements, with the exception of Mr. Neal, who joined our Board in 2019.

### Hedging and Pledging Policy

Under our Insider Trading Policy, our directors, executive officers, employees, and their designees may not hedge their ownership of NVIDIA stock, including but not limited to trading in options, puts, calls, or other derivative instruments related to NVIDIA stock or debt to protect against a decline in the value of the Company's stock. Additionally, directors, executive

officers and employees may not purchase NVIDIA stock on margin, borrow against NVIDIA stock held in a margin account, or pledge NVIDIA stock as collateral for a loan. We allow for certain portfolio diversification transactions, such as investments in exchange funds.

### Outside Advisors

The Board and each of its principal committees may retain outside advisors and consultants of their choosing at our expense. The Board need not obtain management's consent to retain outside advisors. In addition, the principal committees need not obtain either the Board's or management's consent to retain outside advisors.

### Code of Conduct

We expect our directors, executives and employees to conduct themselves with the highest degree of integrity, ethics and honesty. Our credibility and reputation depend upon the good judgment, ethical standards and personal integrity of each director, executive and employee. We have a Code of Conduct that applies to our executive officers, directors and employees, including our principal executive officer, principal financial officer and principal accounting officer. We also have a Financial Team Code of Conduct that applies to our executive officers, directors and members of our finance department. We regularly review our Code of Conduct and related policies to ensure that they provide clear guidance to our directors, executives and employees.

The Code of Conduct and the Financial Team Code of Conduct are available under Governance in the Investor Relations section of our website at [www.nvidia.com](http://www.nvidia.com). If we make any amendments to the Code of Conduct or the Financial Team Code of Conduct or grant any waiver from a provision of either code to any executive officer or director, we will promptly disclose the nature of the amendment or waiver on our website.

### Corporate Hotline

We have established an independent corporate hotline to allow any employee to confidentially and anonymously lodge a complaint about any accounting, internal control, auditing, Code of Conduct or other matter of concern (unless prohibited by local privacy laws for employees located in the European Union).

### Stockholder Communications with the Board of Directors

Stockholders who wish to communicate with the Board regarding nominations of directors or other matters may do so by sending written communications addressed to Timothy S. Teter, our Secretary, at NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051. All stockholder communications we receive that are addressed to the Board will be compiled by our Secretary. If no particular director is named, letters will be forwarded, depending on the subject matter, to the chairperson of the AC, CC or NCGC. Matters put forth by our stockholders will be reviewed by the NCGC, which will determine whether these matters should be presented to the Board. The NCGC will give serious consideration to all such matters and will make its determination in accordance with its charter and applicable laws.

### Majority Vote Standard

Under our Bylaws, if the votes cast **FOR** an incumbent director in a non-contested election do not exceed the number of **WITHHOLD** votes, such incumbent director shall promptly tender a resignation to the Board. The NCGC will then review the circumstances surrounding the **WITHHOLD** vote and promptly make a recommendation to the Board on whether to accept or reject the resignation or whether other action should be taken. The Board will act on the NCGC's recommendation and publicly disclose its decision and the rationale behind it within 90 days from the date of certification of the stockholder vote.

In a contested election, in which the number of nominees exceeds the number of directors to be elected, our directors will be elected by a plurality of the shares represented at any such meeting or by proxy and entitled to vote on the election of directors at that meeting. The directors receiving the greatest number of **FOR** votes will be elected.

### Board Meeting Information

The Board met seven times during Fiscal 2020, including meetings during which the Board discussed the strategic direction of NVIDIA, explored and discussed new business and strategic opportunities and the product roadmap, and other matters facing NVIDIA. We expect each Board member to attend each meeting of the Board and the committees on which he or she serves. Each Board member attended 75% or more of the meetings of the Board and of each committee on which he or she served.

## Committees of the Board of Directors

The Board has three standing committees: an AC, a CC and a NCGC. Each of these committees operates under a written charter, which may be viewed under Governance in the Investor Relations section of our website at [www.nvidia.com](http://www.nvidia.com).

The composition and functions of our committees are set forth below. Committee assignments are determined based on background and the expertise which individual directors can bring to a committee. Our Board believes that rotations among committees are a good corporate governance practice which allows its members to be more fully informed regarding the full scope of the Board and our activities, and benefits each committee and the Board as a whole, as a result of diverse perspectives and ideas that are introduced through new committee formations. In February 2020, upon the recommendation of the NCGC, the Board determined to rotate Mr. Seawell off of the CC and onto the AC, effective as of the 2020 Meeting.

### AC

#### Michael G. McCaffery (Chair), Dawn Hudson, Mark L. Perry, and Mark A. Stevens

In Fiscal 2020, the AC met four times and selected highlights from its agenda topics included: cash usage and strategy, critical audit matters, and business continuity, tax, treasury, and information technology reviews.

#### Committee Role and Responsibilities

- Oversees our corporate accounting and financial reporting process;
- Oversees our internal audit function;
- Determines and approves the engagement, retention and termination of the independent registered public accounting firm;
- Evaluates the performance of and assesses the qualifications of our independent registered public accounting firm;
- Reviews and approves the retention of the independent registered public accounting firm for permissible non-audit services;
- Confers with management and our independent registered public accounting firm regarding the results of the annual audit, the results of our quarterly financial statements and the effectiveness of internal control over financial reporting;
- Reviews the financial statements to be included in our quarterly report on Form 10-Q and annual report on Form 10-K;
- Reviews earnings press releases and the substance of financial information and outlook provided to analysts on earnings calls;
- Prepares the report required to be included by SEC rules in our annual proxy statement or Form 10-K; and
- Establishes procedures for the receipt, retention and treatment of complaints we receive regarding accounting, internal accounting controls or auditing matters and the confidential and anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

### CC

#### Robert K. Burgess (Chair), Tench Coxe, Persis S. Drell, Harvey C. Jones, and A. Brooke Seawell

In Fiscal 2020, the CC met four times and selected highlights from its agenda topics included: executive and employee compensation practices, review of pay equity, employee retention, and the Company's share usage and strategy.

#### Committee Role and Responsibilities

- Reviews and approves our overall compensation strategy and policies;
- Reviews and recommends to the Board the compensation of our Board members;
- Reviews and approves the compensation and other terms of employment of Mr. Huang and other executive officers;
- Reviews and approves corporate performance goals and objectives relevant to the compensation of our executive officers and other senior management;
- Reviews and approves the disclosure contained in CD&A and for inclusion in the proxy statement and Form 10-K;
- Administers our stock purchase plans, variable compensation plans and other similar programs; and
- Assesses and monitors whether our compensation policies and programs have the potential to encourage excessive risk-taking.

### NCGC

#### Harvey C. Jones (Chair), James C. Gaither, Stephen C. Neal, Mark L. Perry, and Mark A. Stevens

In Fiscal 2020, the NCGC met three times and selected highlights from its agenda topics included: consideration of Board recruiting matters, review of diversity and inclusion initiatives, the Company's environmental, social, and corporate governance efforts, and addressing stockholder concerns.

#### Committee Role and Responsibilities

- Identifies, reviews and evaluates candidates to serve as directors;
- Recommends candidates for election to our Board;
- Makes recommendations to the Board regarding committee membership and chairs;
- Assesses the performance of the Board and its committees;
- Reviews and assesses our corporate governance principles and practices;
- Monitors changes in corporate governance practices and rules and regulations;
- Approves related party transactions;
- Reviews and assesses our environmental, social and corporate governance matters periodically;
- Establishes procedures for the receipt, retention and treatment of complaints we receive regarding violations of our Code of Conduct; and
- Monitors the effectiveness of our anonymous tip process.



## Director Compensation

The CC reviews our non-employee director compensation program each year with the assistance of Exequity, who prepares a comprehensive assessment of our program, including comparison to our Fiscal 2019 peer group used for executive compensation purposes, an update on recent trends in director compensation, and a review of related corporate governance best practices. Following this review, the CC recommended no changes to our non-employee director compensation program for the year starting on the date of our 2019 Meeting, which we refer to as the 2019 Program.

The CC subsequently recommended, and the Board approved, a mix of cash and equity awards with an approximate annual value of \$300,000, which was slightly below the median total annual compensation paid by similarly-sized technology peer companies to their non-employee directors. We do not pay additional fees for serving as a chairperson or member of Board committees or for meeting attendance. Directors who are also employees do not receive fees or equity compensation for service on the Board.

### Cash Compensation

The cash portion of the annual retainer, representing \$75,000 on an annualized basis, was paid quarterly. Mr. Neal was paid the pro-rata portion of the annual cash retainer for his service on the Board from the date of his appointment in March 2019 to the date of our 2019 Meeting.

### Equity Compensation

The value of the annual equity award, in the form of RSUs, or the 2019 Program RSUs, was \$225,000. The number of shares subject to each RSU award equaled this value, divided by the average closing market price of our common stock over the 60 calendar days ending the business day before the 2019 Meeting. The RSUs were granted on the first trading day following the date of our 2019 Meeting.

To correlate the vesting of the RSUs to the non-employee directors' service on the Board and its committees over the following year, the RSUs vested as to 50% on November 20, 2019 (the third Wednesday in November 2019) and will vest as to the remaining 50% on May 20, 2020 (the third Wednesday in May 2020). If a non-employee director's service terminates due to death, his or her RSU grants will immediately vest in full for the benefit of his or her beneficiary. Non-employee directors do not receive dividend equivalents on unvested RSUs.

In connection with Mr. Neal's appointment to the Board in March 2019, he was granted on April 8, 2019: (a) an initial RSU grant with a value of \$225,000, which vests as to 1/6th of the shares approximately every six months, or the Initial Neal RSUs, and (b) the pro-rata portion of the annual RSUs for his service on the Board from the date of his appointment in March 2019 to the date of our 2019 Meeting, which vested in full on May 15, 2019, or the 2018 Program Neal RSUs. If Mr. Neal's service terminates due to death, his RSU grants will immediately fully vest. He does not receive dividend equivalents on unvested RSUs.

### Deferral of Settlement

Non-employee directors could elect to defer settlement of RSUs upon vesting, to be issued on the earliest of (a) the date of the director's "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h)), unless a six month delay would be required under such Section, (b) the date of a change in control of NVIDIA that also would constitute a "change in control event" (as defined under Treasury Regulation Section 1.409A-3(i)(5)), and (c) the third Wednesday in March of the year elected by the director, which year must have been or be no earlier than (i) 2020 for the 2018 Program Neal RSUs, (ii) 2021 for the 2019 Program RSUs, or (iii) 2023 for the Initial Neal RSUs. Messrs. Gaither, Jones, McCaffery, and Neal, Dr. Drell, and Ms. Hudson elected to defer settlement of the RSUs granted to them in Fiscal 2020.

### Other Compensation/Benefits

Our non-employee directors are reimbursed for expenses incurred in attending Board and committee meetings and continuing educational programs pursuant to our Corporate Governance Policies. However, we do not offer change-in-control benefits to our directors, except for the vesting acceleration provisions in our equity plans that apply to all holders of stock awards under such plans in the event that an acquirer does not assume or substitute for such awards.

## Director Compensation for Fiscal 2020

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$) <sup>(1)</sup>	Total (\$)
Robert K. Burgess	75,000	184,536	259,536
Tench Coxe	75,000	184,536	259,536
Persis S. Drell	75,000	184,536	259,536
James C. Gaither	75,000	184,536	259,536
Dawn Hudson	75,000	184,536	259,536
Harvey C. Jones	75,000	184,536	259,536
Michael G. McCaffery	75,000	184,536	259,536
Stephen C. Neal <sup>(2)</sup>	67,140	480,776 <sup>(3)</sup>	547,916
Mark L. Perry	75,000	184,536	259,536
A. Brooke Seawell	75,000	184,536	259,536
Mark A. Stevens	75,000	184,536	259,536

<sup>(1)</sup> On May 23, 2019, each non-employee director received his or her RSU grant for 1,258 shares. Amounts shown in this column do not reflect dollar amounts actually received by the director. Instead, these amounts reflect the aggregate full grant date fair value calculated in accordance with FASB Accounting Standards Codification Topic 718, or FASB ASC Topic 718, for awards granted during Fiscal 2020. The assumptions used in the calculation of values of the awards are set forth under Note 4 to our consolidated financial statements titled *Stock-Based Compensation* in our Form 10-K. The grant date fair value per share for these awards as determined under FASB ASC Topic 718 was \$146.69.

<sup>(2)</sup> Mr. Neal joined the Board in March 2019.

<sup>(3)</sup> On April 8, 2019, Mr. Neal received: (a) in connection with his appointment, an initial RSU grant for 1,419 shares, with a grant date fair value per share as determined under FASB ASC Topic 718 of \$189.98, and (b) as compensation for his service on the Board through the date of the 2019 Meeting, an RSU grant for 139 shares, with a grant date fair value per share as determined under FASB ASC Topic 718 of \$191.79.

The following table provides information regarding the aggregate number of RSUs and stock options held by each of our non-employee directors as of January 26, 2020:

Name	RSUs	Stock Options	Name	RSUs	Stock Options
Robert K. Burgess	629	58,041	Michael G. McCaffery	2,221	—
Tench Coxe	629	—	Stephen C. Neal	2,816	—
Persis S. Drell	2,221	—	Mark L. Perry	629	—
James C. Gaither	2,221	—	A. Brooke Seawell	629	30,000
Dawn Hudson	27,985	83,177	Mark A. Stevens	629	—
Harvey C. Jones	4,279	—			

The following aggregate number of RSUs for which settlement was previously deferred were ultimately issued in Fiscal 2020: 6,213 RSUs for Mr. Burgess, 10,656 RSUs for Dr. Drell, 2,058 RSUs for Mr. Gaither, and 12,714 RSUs for Mr. McCaffery.

## Review of Transactions with Related Persons

It is our policy that all employees, officers and directors must avoid any activity that is in conflict with, or has the appearance of conflicting with, our interests. This policy is included in our Code of Conduct and our Financial Team Code of Conduct. We conduct a review of all related party transactions for potential conflict of interest situations on an ongoing basis and all transactions involving executive officers or directors must be approved by the NCGC in compliance with the Company's policies and the Listing Standards of The Nasdaq Global Select Market. Except as discussed below, we did not conduct any transactions with related persons in Fiscal 2020 that would require disclosure in this proxy statement or approval by the NCGC.

### Transactions with Related Persons

We have entered into indemnity agreements with our executive officers and directors which provide, among other things, that we will indemnify such executive officer or director, under the circumstances and to the extent provided for therein, for expenses, damages, judgments, fines and settlements he or she may be required to pay in actions or proceedings which he or she is or may be made a party by reason of his or her position as a director, executive officer or other agent of NVIDIA, and otherwise to the fullest extent permitted under Delaware law and our Bylaws. We intend to execute similar agreements with our future executive officers and directors.

See the section below titled *Employment, Severance and Change-in-Control Arrangements* for a description of the terms of the 2007 Plan, related to a change-in-control of NVIDIA.

During Fiscal 2020, we granted RSUs to our non-employee directors, and RSUs and PSUs to our executive officers. See the section above titled *Director Compensation* and the section below titled *Executive Compensation*.

## Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information as of March 22, 2020 as to shares of our common stock beneficially owned by each of our NEOs, each of our directors, all of our directors and executive officers as a group, and all known by us to be beneficial owners of 5% or more of our common stock. Beneficial ownership is determined in accordance with the SEC's rules and generally includes voting or investment power with respect to securities as well as shares of common stock subject to options exercisable, or PSUs or RSUs that will vest, within 60 days of March 22, 2020.

This table is based upon information provided to us by our executive officers and directors. Information about principal stockholders, other than percentages of beneficial ownership, is based solely on Schedules 13G/A filed with the SEC. Unless otherwise indicated and subject to community property laws where applicable, we believe that each of the stockholders named in the table has sole voting and investment power with respect to the shares indicated as beneficially owned. Percentages are based on 615,108,308 shares of our common stock outstanding as of March 22, 2020, adjusted as required by SEC rules.

Name of Beneficial Owner	Shares Owned	Shares Issuable Within 60 Days	Total Shares Beneficially Owned	Percent
<b>NEOs:</b>				
Jen-Hsun Huang	21,462,889 <sup>(1)</sup>	1,825,000	23,287,889	3.77%
Colette M. Kress	81,792	—	81,792	*
Ajay K. Puri	201,723 <sup>(2)</sup>	—	201,723	*
Debra Shoquist	98,351	—	98,351	*
Timothy S. Teter	23,127	—	23,127	*
<b>Directors, not including Mr. Huang:</b>				
Robert K. Burgess	5,265	38,670	43,935	*
Tench Coxe	1,266,596 <sup>(3)</sup>	629	1,267,225	*
Persis S. Drell	16,601	—	16,601	*
James C. Gaither	102,712 <sup>(4)</sup>	—	102,712	*
Dawn Hudson	22,603	48,000	70,603	*
Harvey C. Jones	255,674 <sup>(5)</sup>	—	255,674	*
Michael G. McCaffery	15,173	—	15,173	*
Stephen C. Neal	19 <sup>(6)</sup>	—	19	*
Mark L. Perry	63,602 <sup>(7)</sup>	629	64,231	*
A. Brooke Seawell	130,000 <sup>(8)</sup>	10,629	140,629	*
Mark A. Stevens	1,924,228 <sup>(9)</sup>	629	1,924,857	*
Directors and executive officers as a group (16 persons)	25,670,355 <sup>(10)</sup>	1,924,186	27,594,541	4.47%
<b>5% Stockholders:</b>				
The Vanguard Group, Inc.	47,243,149 <sup>(11)</sup>	—	47,243,149	7.68%
FMR LLC	44,789,216 <sup>(12)</sup>	—	44,789,216	7.28%
BlackRock, Inc.	40,314,221 <sup>(13)</sup>	—	40,314,221	6.55%

\* Represents less than 1% of the outstanding shares of our common stock.

<sup>(1)</sup> Includes (a) 15,772,615 shares of common stock held by Jen-Hsun Huang and Lori Huang, as co-trustees of the Jen-Hsun and Lori Huang Living Trust, u/a/d May 1, 1995, or the Huang Trust; (b) 1,237,239 shares of common stock held by J. and L. Huang Investments, L.P., of which the Huang Trust is the general partner; (c) 557,000 shares of common stock held by The Huang 2012 Irrevocable Trust, of which Mr. Huang and his wife are co-trustees; (d) 748,012 shares of common stock held by The Jen-Hsun Huang 2016 Annuity Trust II, of which Mr. Huang is trustee; (e) 748,012 shares of common stock held by The Lori Lynn Huang 2016 Annuity Trust II, of which Mr. Huang's wife is trustee; and (f) 1,251,950 shares of common stock held by The Huang Irrevocable Remainder Trust u/a/d 2/19/2016, of which Mr. Huang and his wife are co-trustees. By virtue of their status as co-trustees of the Huang Trust, The Huang 2012 Irrevocable Trust, and The Huang Irrevocable Remainder Trust, each of Mr. Huang and his wife may be deemed to have shared beneficial ownership of the shares referenced in (a), (b), (c) and (f), and to have shared power to vote or to direct the vote or to dispose of or direct the disposition of such shares.

- <sup>(2)</sup> Includes (a) 90,722 shares of common stock held by the Ajay K Puri Revocable Trust dtd 12/10/2015, of which Mr. Puri is the trustee and of which Mr. Puri exercises sole voting and investment power, and (b) 94,870 shares of common stock held by The Puri 2019 Irrevocable Children's Trust dtd 12/06/2019, of which Mr. Puri is one of the trustees. Mr. Puri disclaims beneficial ownership of the shares held by the The Puri 2019 Irrevocable Children's Trust, except to the extent of his pecuniary interest therein.
- <sup>(3)</sup> Includes (a) 171,312 shares of common stock held in a retirement trust over which Mr. Coxe exercises sole voting and investment power, and (b) 1,085,421 shares of common stock held in The Coxe Revocable Trust, of which Mr. Coxe and his wife are co-trustees and of which Mr. Coxe exercises shared voting and investment power. Mr. Coxe disclaims beneficial ownership on the shares held by The Coxe Revocable Trust, except to the extent of his pecuniary interest therein. Mr. Coxe shares pecuniary interest in shares held in his individual name pursuant to a contractual relationship. Mr. Coxe disclaims beneficial ownership of these shares, except to the extent of his pecuniary interest therein.
- <sup>(4)</sup> Includes 99,691 shares of common stock held by the James C. Gaither Revocable Trust U/A/D 9/28/2000, of which Mr. Gaither is the trustee and of which Mr. Gaither exercises sole voting and investment power.
- <sup>(5)</sup> Includes 226,970 shares of common stock held in the H.C. Jones Living Trust, of which Mr. Jones is trustee and of which Mr. Jones exercises sole voting and investment power.
- <sup>(6)</sup> Consists of shares of common stock held by the 2013 Stephen C. Neal Revocable Trust, of which Mr. Neal is trustee and of which Mr. Neal exercises sole voting and investment power.
- <sup>(7)</sup> Includes 40,000 shares of common stock held by The Perry & Pena Family Trust, of which Mr. Perry and his wife are co-trustees and of which Mr. Perry exercises shared voting and investment power.
- <sup>(8)</sup> Consists of shares of common stock held by the Rosemary & A. Brooke Seawell Revocable Trust U/A dated 1/20/2009, of which Mr. Seawell and his wife are co-trustees and of which Mr. Seawell exercises shared voting and investment power.
- <sup>(9)</sup> Includes 1,764,312 shares of common stock held by the 3rd Millennium Trust, of which Mr. Stevens and his wife are co-trustees and of which Mr. Stevens exercises shared voting and investment power.
- <sup>(10)</sup> Includes shares owned by all directors and executive officers.
- <sup>(11)</sup> This information is based solely on a Schedule 13G/A, dated February 10, 2020, filed with the SEC on February 12, 2020 by The Vanguard Group, Inc. reporting its beneficial ownership as of December 31, 2019. The Schedule 13G/A reports that Vanguard has sole voting power with respect to 930,029 shares and sole dispositive power with respect to 46,211,721 shares. Vanguard is located at 100 Vanguard Boulevard, Malvern, Pennsylvania 19355.
- <sup>(12)</sup> This information is based solely on a Schedule 13G/A, dated February 6, 2020, filed with the SEC on February 7, 2020 by FMR LLC reporting its beneficial ownership as of December 31, 2019. The Schedule 13G/A reports that FMR has sole voting power with respect to 11,560,937 shares and sole dispositive power with respect to 44,789,216 shares. FMR is located at 245 Summer Street, Boston, Massachusetts 02210.
- <sup>(13)</sup> This information is based solely on a Schedule 13G/A, dated February 5, 2020, filed with the SEC on February 5, 2020 by BlackRock, Inc. reporting its beneficial ownership as of December 31, 2019. The Schedule 13G/A reports that BlackRock has sole voting power with respect to 34,580,989 shares and sole dispositive power with respect to 40,314,221 shares. BlackRock is located at 55 East 52nd Street, New York, New York 10055.

## Proposal 2—Approval of Executive Compensation

**What am I voting on?** A non-binding vote, known as “say-on-pay,” to approve our Fiscal 2020 NEO compensation.

**Vote required:** A majority of the shares present or represented by proxy.

**Effect of abstentions:** Same as a vote AGAINST.

**Effect of broker non-votes:** None.

In accordance with Section 14A of the Exchange Act, we are asking our stockholders to vote on an advisory basis, commonly referred to as “say-on-pay”, to approve the compensation paid to our NEOs as disclosed in the CD&A, the compensation tables and the related narrative disclosure contained in this proxy statement. In response to our stockholders’ preference, our Board has adopted a policy of providing for annual “say-on-pay” votes. This vote is not intended to address any specific item of compensation, but rather the overall compensation of our NEOs and the philosophy, policies and practices described in this proxy statement.

This advisory proposal is not binding on the Board or us. Nevertheless, the views expressed by the stockholders, whether through this vote or otherwise, are important to management and the Board and, accordingly, the Board and the CC intend to consider the results of this vote in making determinations in the future regarding NEO compensation arrangements.

### Recommendation of the Board

The Board recommends that our stockholders adopt the following resolution:

**“RESOLVED**, that the compensation paid to the Company’s named executive officers, as disclosed pursuant to Item 402 of Regulation S-K, including the Compensation Discussion and Analysis, compensation tables and narrative discussion is hereby **APPROVED**.”

## Executive Compensation

### Compensation Discussion and Analysis

This CD&A describes our Fiscal 2020 executive compensation goals, philosophies and program design, including the CC's process for determining compensation, the various components of pay, and how our corporate results affected performance-based payout. Our Fiscal 2020 NEOs were:

Name	Current Title
Jen-Hsun Huang	President and CEO
Colette M. Kress	Executive Vice President and CFO
Ajay K. Puri	Executive Vice President, Worldwide Field Operations
Debora Shoquist	Executive Vice President, Operations
Timothy S. Teter	Executive Vice President, General Counsel and Secretary

The CC will consider the impact of COVID-19 on the Company's Fiscal 2021 business and financial results in evaluating executive compensation, and any resulting decisions will be described in the proxy statement for the 2021 Meeting.

### Executive Summary

#### Executive Compensation Goals and Philosophies

NVIDIA's mission is to develop revolutionary technology that improves lives. To achieve this vision, we must attract, motivate and retain a high-caliber executive team while balancing our stockholders' interests. While our CC considers numerous factors in making executive pay decisions, our compensation program is guided by the following goals and philosophies:

- **Pay for Performance:** emphasize at-risk and performance-based cash and equity for NEOs based on multiple corporate metrics.
- **Motivation and Retention:** NEO target compensation should be competitive with our peers; reflects job impact, scope, and responsibilities; and is structured to retain talent.
- **Stockholder Alignment:** structure NEO pay to align with stockholders' long-term interests and make adjustments in response to feedback received through our annual stockholder engagement and our annual "say-on-pay" vote.
- **Simplicity and Transparency:** utilize clear, simple performance metrics that are defined and reported publicly.

#### Fiscal 2020 Executive Compensation Program Design

Taking into account (i) the Company's Fiscal 2020 outlook at the time of determining executive compensation, (ii) stockholder feedback from our annual outreach efforts, and (iii) strong Fiscal 2019 say-on-pay approval, the CC determined to keep target pay essentially flat with Fiscal 2019. Our primary Fiscal 2020 executive compensation components were:

Element	Purpose	Fixed or At-Risk	Performance Measure	% of Fiscal 2020 Target Pay*		
				CEO	Other NEOs	
<b>CASH</b>						
Base Salary	Compensate for expected day-to-day performance	Fixed	N/A	8%	22%	
Variable Cash	Motivate and reward for annual corporate financial performance	At-Risk	Annual Revenue	9%	9%	
<b>EQUITY</b>						
RSUs	Align with stockholder interests by linking NEO pay to the performance of our common stock	At-Risk	N/A	N/A	24%	
SY PSUs	Align with stockholder interests by linking NEO pay to annual operational performance	At-Risk	Annual Non-GAAP Operating Income	55%	41%	
MY PSUs	Align with long-term stockholder interests by linking NEO pay to multi-year relative shareholder return	At-Risk	3-Year TSR Relative to S&P 500	28%	4%	
				<b>% OF PERFORMANCE-BASED PAY:</b>	<b>92%</b>	<b>54%</b>
				<b>% OF AT-RISK PAY:</b>	<b>92%</b>	<b>78%</b>

\* Based on total target pay as approved by the CC, consisting of base salary, target opportunity under our Variable Cash Plan, and target value of equity opportunities the CC intended to deliver.

## Financial Performance and Link to Executive Pay

Despite a challenging start to Fiscal 2020 with excess channel inventory in our Gaming business and a pause in hyperscale spending in our Datacenter business, our business recovered in the second half of the year. A significant portion of our executive pay opportunities are tied to achievement of rigorous financial measures that drive business value and contribute to our long-term success. The tables below show our goals and achievement for each of these measures for the applicable period ended Fiscal 2020, and their respective impact on our executive pay:

	Revenue		Non-GAAP Operating Income*		3-Year TSR	
	Performance Goal	Payout as a % of Target Opportunity <sup>(1)</sup>	Performance Goal	Shares Eligible to Vest as a % of Target Opportunity <sup>(1)</sup>	Performance Goal	Shares Eligible to Vest as a % of Target Opportunity <sup>(1)</sup>
<b>Threshold</b>	\$10.5 billion	50%	\$3.21 billion	50%	25th percentile	25%
<b>Base Operating Plan (Target for MY PSUs)</b>	\$11.4 billion	100%	\$3.75 billion	100%	50th percentile	100%
<b>Stretch Operating Plan (Stretch for MY PSUs)</b>	\$12.0 billion	200%	\$4.23 billion	150% for CEO; 200% for our other NEOs	75th percentile	150% for CEO; 200% for our other NEOs
<b>Performance and Payout</b>	Achieved Fiscal 2020 revenue of \$10.92 billion, resulting in a Variable Cash Plan payout at 73.2% of target		Achieved Fiscal 2020 Non-GAAP Operating Income of \$3.73 billion, resulting in 98.6% of target SY PSUs becoming eligible to vest		Achieved 3-year TSR of 138% (95th percentile of S&P 500), resulting in maximum number of MY PSUs becoming eligible to vest	

<sup>(1)</sup> For achievement between Threshold and Base Operating Plan (or Target for MY PSUs) and between Base Operating Plan (or Target for MY PSUs) and Stretch Operating Plan (or Stretch for MY PSUs), payouts would be determined using straight-line interpolation. Achievement less than Threshold would result in no payout, and exceeding Stretch Operating Plan (or Stretch for MY PSUs) would result in the capped maximum payout.

\* See *Reconciliation of Non-GAAP Financial Measures* in this CD&A for a reconciliation between the non-GAAP measures and GAAP results.

## Our Compensation Practices

Our executive compensation program adheres to the following practices:

What We Do	What We Don't Do
<ul style="list-style-type: none"> <li>✓ Emphasize at-risk, performance-based compensation, with objective and distinct goals for each such component</li> <li>✓ Include multi-year PSU awards</li> <li>✓ Use objective annual and 3-year performance targets to determine SY PSU and MY PSU awards earned, respectively</li> <li>✓ Require NEOs to provide continuous service for 12 months to vest in any equity awards and 4 years to fully vest in SY PSU and RSU awards</li> <li>✓ Reevaluate and adjust our program annually based on stockholder and corporate governance group feedback</li> <li>✓ Minimize inappropriate risk-taking</li> <li>✓ Cap performance-based variable cash and PSU payouts</li> <li>✓ Retain an independent compensation consultant reporting directly to the CC</li> <li>✓ Require NEOs to maintain meaningful stock ownership</li> <li>✓ Maintain a clawback policy for performance-based compensation</li> </ul>	<ul style="list-style-type: none"> <li>✗ Enter into agreements with NEOs providing for specific terms of employment or severance benefits</li> <li>✗ Give our executive officers special change-in-control benefits</li> <li>✗ Provide automatic equity vesting upon a change-in-control (except for the provisions in our equity plans that apply to all employees if an acquiring company does not assume or substitute our outstanding stock awards)</li> <li>✗ Give NEOs supplemental retirement benefits or perquisites that are not available to all employees</li> <li>✗ Provide tax gross-ups</li> <li>✗ Reprice stock options without stockholder approval</li> <li>✗ Pay dividends or the equivalent on unearned or unvested shares</li> <li>✗ Permit executive officers, employees or directors to hedge their ownership of NVIDIA stock or to pledge NVIDIA stock as collateral for a loan</li> </ul>

## How We Determine Executive Compensation

Our CC manages our executive compensation program according to the cycle below:





In the Fall of 2019, management and our Lead Director again conducted outreach to stockholders regarding executive pay, which the CC considered as it determined our compensation program for the ongoing Fiscal 2021 year. Feedback from conversations with our stockholders is further described in *Compensation Actions and Achievements* below.

### Roles of the CC, Compensation Consultant and Management

Our CC solicits the input of Mr. Huang and the CC's independent compensation consultant, Exequity, which reports directly to our CC. The roles of our CC, Exequity, and management, including our CEO, CFO, and Human Resources and Legal departments, in setting our Fiscal 2020 NEO compensation program are summarized below.

At the CC's direction, Exequity and management recommended a peer group for our program, which was approved by the CC. Management then gathered peer data from the Radford Global Technology Survey, which was considered by Exequity in its analysis of Mr. Huang's compensation, and by Mr. Huang in his recommendations on our other NEOs' compensation, for Fiscal 2020. The CC considered Exequity's advice, Mr. Huang's recommendations, and management's proposed Fiscal 2020 performance goals prior to making its final and sole decision on all Fiscal 2020 NEO compensation. Additionally, Exequity advised the CC on the Fiscal 2020 compensation risk analysis prepared by management. The CC also certified performance-based Fiscal 2019 and Fiscal 2020 compensation payouts.

During Fiscal 2020, our CC continued to use Exequity for its experience working with our CC and with compensation committees at other technology companies. Our CC analyzed whether Exequity's role raised any conflict of interest, considering: (i) Exequity does not provide any services directly to NVIDIA (although we pay Exequity on the CC's behalf), (ii) the percentage of Exequity's total revenue resulting from fees paid by us on the CC's behalf, (iii) Exequity's conflict of interest policies and procedures, (iv) any business or personal relationship between Exequity and an NEO, or between Exequity's individual compensation advisors and an NEO or any member of our CC, and (v) any NVIDIA stock owned by Exequity or its individual compensation advisors. After considering these factors, our CC determined that Exequity's work did not create any conflict of interest.

### Peer Companies and Market Compensation Data

We believe our peers should be companies that (1) compete with us for executive talent; (2) have established businesses, market presence, and complexity similar to us; and (3) are generally of similar size to us, as measured by revenue and/or market capitalization at roughly 0.5-3.5x of us. Accordingly, we made significant updates to our peer group for Fiscal 2020:

#### Fiscal 2020 Peer Group <sup>(1)</sup>

Adobe Inc.	Cisco Systems, Inc. <sup>(2)</sup>	Intuit Inc.	Qualcomm Incorporated	Tesla, Inc.
Advanced Micro Devices, Inc.	IBM <sup>(2)</sup>	Oracle Corporation <sup>(2)</sup>	Salesforce.com, Inc.	Texas Instruments
Broadcom Limited	Intel Corporation <sup>(2)</sup>	PayPal <sup>(2)</sup>	SAP <sup>(2)</sup>	VMware, Inc.

<sup>(1)</sup> Activision Blizzard, Analog Devices, Applied Materials, eBay, Electronic Arts, Lam Research, Micron Technology, Symantec, and Western Digital, each a Fiscal 2019 peer, were removed for Fiscal 2020 because their respective market capitalizations fell below our targeted range and/or for lack of competition for talent.

<sup>(2)</sup> Added as a Fiscal 2020 peer for similar market capitalization to us.

The CC determined our Fiscal 2020 peer group in December 2018. At that time, our revenue and market capitalization compared to our peer group companies as follows:

	Revenue	Market Capitalization
Fiscal 2020 Peer Group Median	\$14.97 billion	\$100.18 billion
NVIDIA	\$9.71 billion	\$96.10 billion

Our CC reviews market practices and compensation data from the Radford survey for peer companies' comparably situated executives when determining the components of our executive compensation program as well as total compensation. The CC compares the total compensation opportunity for our NEOs and similarly situated executives at the 50th and 75th percentiles of peer company data, and also considers the factors below in determining NEO compensation opportunities.

## Factors Used in Determining Executive Compensation

In addition to peer data, our CC considers the following factors in making executive compensation decisions. The weight given to each factor may differ among NEOs and each component of pay, and is subject to the CC's sole discretion.

- ✓ The need to attract and retain talent in a highly competitive industry
- ✓ Stockholder feedback regarding our executive pay
- ✓ The simplicity of the overall program and the transparency of the performance metrics
- ✓ An NEO's past performance and anticipated future contributions
- ✓ Our financial performance and forecasted results
- ✓ The need to motivate NEOs to address new business challenges
- ✓ Each NEO's current total compensation
- ✓ Each NEO's unvested equity
- ✓ Internal pay equity relative to similarly situated executives and the scope and complexity of the department or function the NEO manages
- ✓ Our CEO's recommendations for the other NEOs, including his understanding of each NEO's performance, capabilities, contributions
- ✓ Our CC's independent judgment
- ✓ Our philosophy that an NEO's total compensation opportunity and percentage of at-risk pay should increase with responsibility
- ✓ The total compensation cost and stockholder dilution from executive compensation, to maintain a responsible cost structure for our compensation programs\*

\* See Note 4, *Stock-Based Compensation* of our Form 10-K consolidated financial statements for a discussion of stock-based compensation cost.

## Components of Pay

The primary components of NVIDIA's Fiscal 2020 executive compensation program are summarized below:

	Fixed Compensation		At-Risk Compensation		
	Base Salary	Variable Cash	SY PSUs	MY PSUs	RSUs*
<b>Form</b>	Cash	Cash	Equity	Equity	Equity
<b>Who Receives</b>	NEOs	NEOs	NEOs	NEOs	NEOs except Mr. Huang
<b>When Granted or Determined</b>	Annually in Fiscal Q1	Annually in Fiscal Q1	On the 6th business day of March (March 8, 2019)	On the 6th business day of March (March 8, 2019)	On the 6th business day of March (March 8, 2019)
<b>When Paid, Earned, or Issued</b>	Retroactively paid to start of fiscal year, via biweekly payroll	If at least Threshold goal achieved, earned after fiscal year end, paid in March	Shares eligible to vest determined after fiscal year end based on performance achieved; if at least Threshold achieved, issued on each vesting date, subject to the NEO's continued service on each such date	Shares eligible to vest determined after 3rd fiscal year end based on performance achieved; if at least Threshold achieved, issued on the sole vesting date, subject to the NEO's continued service on such date	Issued on each vesting date, subject to the NEO's continued service on each such date
<b>Performance Measure</b>	N/A	Revenue (determines cash payout)	Non-GAAP Operating Income (determines number of shares eligible to vest)	TSR relative to the S&P 500 (determines number of shares eligible to vest)	N/A
<b>Performance Period</b>	N/A	1 year	1 year	3 years	N/A
<b>Vesting Period</b>	N/A	N/A	4 years from grant	3 years from grant	4 years from grant
<b>Vesting Terms</b>	N/A	N/A	If at least Threshold achieved, 25% on approximately the 1-year anniversary of the grant date; 6.25% quarterly thereafter	If at least Threshold achieved, 100% on approximately the 3-year anniversary of the grant date	25% on approximately the 1-year anniversary of the grant date; 6.25% quarterly thereafter
<b>Timeframe Emphasized</b>	Annual	Annual	Long-term	Long-term	Long-term
<b>Maximum Amount That Can Be Earned</b>	N/A	200% of target award opportunity under our Variable Cash Plan	150% of Mr. Huang's SY PSU target opportunity and 200% of our other NEOs' respective SY PSU target opportunity  Ultimate value delivered depends on stock price on date earned shares vest	150% of Mr. Huang's MY PSU target opportunity and 200% of our other NEOs' respective MY PSU target opportunity  Ultimate value delivered depends on stock price on date earned shares vest	100% of grant  Ultimate value delivered depends on stock price on date shares vest

\* Our CC considers RSUs to be at-risk pay because the realized value depends on our stock price, which is a financial performance measure.

In addition, we maintain medical, vision, dental, and accidental death and disability insurance as well as time off and paid holidays for all of our NEOs, on the same basis as our other employees. Like our other full-time employees, our NEOs are

eligible to participate in our 2012 ESPP, unless otherwise prohibited by the rules of the Internal Revenue Service, and our 401(k) plan, which included a Company match of salary deferral contributions of up to \$6,000 for calendar 2019 and up to \$6,500 for calendar 2020. For Fiscal 2020, Mr. Puri, Mr. Teter and Ms. Kress each received a \$6,500 401(k) match, while our other NEOs each received a \$6,000 401(k) match.

## Compensation Actions and Achievements

### Stockholder Outreach and Feedback

We value stockholder feedback and conduct an annual stockholder outreach program. During the Fall of 2018, in preparing for Fiscal 2020 compensation decisions, we contacted our top 14 institutional stockholders (except for brokerage firms and index funds who we know do not engage in direct conversations with companies), with an aggregate ownership of approximately 27% of our shares. Our Lead Director and members of management ultimately discussed executive compensation with representatives of stockholders holding an aggregate of approximately 26% of our common stock. Our stockholders generally provided positive feedback on our pay for performance alignment and the proportion of variable versus fixed pay. While some stockholders encouraged our use of TSR as a relative performance figure and its tie to a transparent index, others expressed reservations about TSR due to NVIDIA's lack of control over stock price.

After considering their feedback, and our Fiscal 2019 say-on-pay approval rate of 96%, our CC concluded that the use of our multi-year relative TSR performance metric continued to, in combination with our annual performance metrics of revenue and Non-GAAP Operating Income, effectively align executive compensation with stockholder interests. Therefore, the CC maintained the same general elements and metrics for our Fiscal 2020 NEO pay program, but adjusted the corporate goals to appropriately motivate our executives, as further described below. In the Fall of 2019, our management and Lead Director again engaged in stockholder outreach. The CC considered the feedback from these meetings in making decisions regarding the current Fiscal 2021 executive compensation program.

### Total Target Compensation Approach

In deciding Fiscal 2020 compensation, our CC reviewed each NEO's total target pay opportunity and distribution across different pay elements. Our CC compared Mr. Huang's base salary, target variable cash opportunity, target equity opportunity, and total target pay against chief executives of our peer companies. For our other NEOs, our CC reviewed their respective total target pay against similarly situated executives of our peer companies. The CC also considered the factors discussed above in *Factors Used in Determining Executive Compensation* and the CC's specific compensation objectives for Fiscal 2020. Our CC did not use a single formula or assign a specific weight to any one factor in determining each NEO's target pay. Rather, our CC used its business judgment and experience to set total target compensation, mix of cash and equity, and fixed and at-risk pay opportunities for each NEO to achieve our program's objectives. When the CC set each element of pay for an NEO, it considered the context of the levels of the other pay elements, and the resulting total target pay for such NEO. These amounts and structure allowed our NEOs to realize above-market value from equity awards and variable cash incentives only upon exceptional corporate performance. After also considering the Company's forecast of flat to slightly down revenue for Fiscal 2020, the CC ultimately kept our NEOs' target pay essentially flat with Fiscal 2019. There were no increases to base salaries or variable cash targets and only very minor adjustments to target equity values.

### Continued Emphasis on Long-Term, At-Risk, Performance-Based Equity Awards

For Fiscal 2020, the CC decided that the largest portion of NEOs' total target pay would again be in the form of at-risk, performance-based equity. The CC believes an emphasis on long-term, at-risk opportunities drives results and increases NEO and stockholder alignment, while providing sufficient annual cash compensation to be competitive and retain our NEOs. The PSUs and RSUs provide long-term incentives and retention benefits because our NEOs must achieve, for PSUs, the predetermined performance goal and also, for both PSUs and RSUs, remain with us for a multi-year period (3 years for MY PSUs and 4 years for SY PSUs and RSUs) to fully vest in the awards.

The CC concluded that, given Mr. Huang's position as CEO, 100% of his equity grants should be at-risk and performance-based, tightly aligning his interests with stockholders. Consistent with its practice over the last five years, the CC granted Mr. Huang's target equity opportunity 100% in the form of SY PSUs (which value is aligned with our Non-GAAP Operating Income performance) and MY PSUs (which value is aligned with our relative stock price performance). For our other NEOs, the CC provided roughly 65% of the target equity opportunity in the form of PSUs and 35% of the target equity opportunity in the form of RSUs, subject to individual adjustments determined appropriate by the CC. The CC evaluated market positioning, internal pay equity, individual performance, and level of unvested equity to determine a target equity opportunity value for our NEOs, which was set substantially equivalently to the target equity values for Fiscal 2019. To determine actual shares awarded, the CC used the 120-day trailing average of our stock price, reducing the impact of daily volatility on compensation decisions. This average determined the number of RSUs and the target number of SY PSUs and MY PSUs.

The target numbers of SY PSU and MY PSU shares were eligible to vest upon our achievement of the Base Operating Plan Non-GAAP Operating Income performance goal for Fiscal 2020, and the Target TSR performance goal relative to the S&P 500 over a 3-year period starting at the beginning of Fiscal 2020, respectively. No shares were eligible to vest if at least Threshold performance was not achieved. Shares underlying any PSUs that are not earned are cancelled.

If the Company achieved at least Threshold performance, the minimum number of shares eligible to vest was 50% of the SY PSU target opportunity and 25% of the MY PSU target opportunity. If the Company achieved at least Stretch Operating Plan performance for SY PSUs (or Stretch performance for MY PSUs), the maximum number of shares eligible to vest was capped at 150% of Mr. Huang's, and 200% of our other NEOs' respective, PSU target opportunities.

### Goals for and Achievement of Performance-Based Compensation

Based on the Fiscal 2020 strategic plan as approved by the Board, the CC set performance metrics and goals, and the Company achieved certain performance and paid out to our NEOs, as set forth below:

	Variable Cash Plan	SY PSUs		MY PSUs		
<b>PERFORMANCE METRICS</b>						
<b>Metric</b>	Revenue	Non-GAAP Operating Income*		TSR relative to the S&P 500		
<b>Timeframe</b>	1 year	1 year		3 years		
<b>CC's Rationale for Metric</b>	Annual performance indicator which drives value, contributes to Company's long-term success  Our executives focus on growth in the Company's specialized markets where our technologies did not previously exist; revenue growth is a strong predictor of the Company's future success  Distinct, separate metric from Non-GAAP Operating Income	Annual performance indicator which drives value, contributes to Company's long-term success  Reflects both our annual revenue generation and effective operating expense management  To ensure long-term performance emphasis, structured to vest over a 4-year period		Aligns directly with long-term shareholder value creation  Provides direct comparison of our stock price performance (with dividends) against an index that represents a broader capital market with which we compete  Relative (versus absolute) nature of goals accounts for macroeconomic factors impacting the broader market		
<b>PERFORMANCE LEVELS</b>						
	<b>Performance Goal</b>	<b>Payout as a % of Target Opportunity<sup>(1)</sup></b>	<b>Performance Goal</b>	<b>Shares Eligible to Vest as a % of Target Opportunity<sup>(1)</sup></b>	<b>Performance Goal</b>	<b>Shares Eligible to Vest as a % of Target Opportunity<sup>(1)</sup></b>
<b>Threshold</b>	\$10.5 billion	50%	\$3.21 billion	50%	25th percentile	25%
<i>Appropriately decelerated payout for performance below Base Operating Plan (Target for MY PSUs); uncertain, but attainable and high enough to create modest value</i>						
<b>Base Operating Plan (Target for MY PSUs)</b>	\$11.4 billion	100%	\$3.75 billion	100%	50th percentile	100%
<i>Uncertain, but attainable with significant effort and execution success. Included budgeted investments in future businesses and revenue growth (and for PSUs, gross margin growth) considering macroeconomic conditions and reasonable but challenging growth estimates for ongoing and new businesses<sup>(2)</sup></i>						
<b>Stretch Operating Plan (Stretch for MY PSUs)</b>	\$12.0 billion	200%	\$4.23 billion	150% for CEO; 200% for our other NEOs	75th percentile	150% for CEO; 200% for our other NEOs
<i>Required exceptional achievement; only possible with strong market factors and a very high level of management execution and corporate performance</i>						

## Variable Cash Plan

## SY PSUs

## MY PSUs

ACTUAL RESULTS			
<b>Performance and Payout</b>	Achieved Fiscal 2020 revenue of \$10.92 billion, resulting in a Variable Cash Plan payout at 73.2% of target.	Achieved Fiscal 2020 Non-GAAP Operating Income of \$3.73 billion, resulting in 98.6% of target SY PSUs becoming eligible to vest. 25% of the eligible SY PSU shares vested on March 18, 2020, approximately one year after grant, and 6.25% will vest every quarter thereafter for the next three years. The remaining shares that were ineligible to vest were cancelled in February 2020.	Achieved 3-year TSR ending Fiscal 2020 of 138% (95th percentile of S&P 500), resulting in maximum number of MY PSUs becoming eligible to vest. 100% of the eligible MY PSUs vested on March 18, 2020, after the 3-year performance period.

<sup>(1)</sup> For achievement between Threshold and Base Operating Plan (or Target for MY PSUs) and between Base Operating Plan (or Target for MY PSUs) and Stretch Operating Plan (or Stretch for MY PSUs), payouts would be determined using straight-line interpolation. Achievement less than Threshold would result in no payout, and exceeding Stretch Operating Plan (or Stretch for MY PSUs) would result in the capped maximum payout.

<sup>(2)</sup> Goals for Variable Cash Plan and SY PSUs were lower than in Fiscal 2019 to account for headwinds from excess channel inventory and hyperscale spending pause.

\* See *Reconciliation of Non-GAAP Financial Measures* in this CD&A for a reconciliation between the non-GAAP measures and GAAP results.

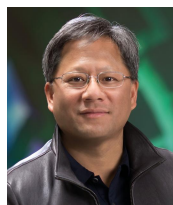
Achievement of goals for Fiscal 2019 and Fiscal 2020 MY PSU grants will be determined after January 2021 and January 2022, respectively.

### Target Fiscal 2020 Compensation Actions

The CC's target Fiscal 2020 compensation actions are summarized below for each NEO, reflecting the target value of the variable cash and equity opportunities the CC intended to deliver. The CC considered the factors set forth in *Factors Used in Determining Executive Compensation* above and focused primarily on the total target pay opportunity for each NEO.

#### JEN-HSUN HUANG

President, CEO & Director



	Target Pay (\$)	Fiscal 2020 Compensation Actions
Base Salary	1,000,000	No change from Fiscal 2019
Variable Cash	1,100,000	No change from Fiscal 2019 target; earned at \$805,444
<b>Equity</b>	<b>9,921,120</b>	Essentially flat with Fiscal 2019
SY PSUs	6,614,080	44,000 shares Target opportunity; 43,389 shares became eligible to vest
MY PSUs	3,307,040	22,000 shares Target opportunity
<b>Total</b>	<b>12,021,120</b>	Essentially flat with Fiscal 2019

#### COLETTE M. KRESS

EVP & CFO



	Target Pay (\$)	Fiscal 2020 Compensation Actions
Base Salary	900,000	No change from Fiscal 2019
Variable Cash	300,000	No change from Fiscal 2019 target; earned at \$219,667
<b>Equity</b>	<b>3,307,040</b>	Essentially flat with Fiscal 2019
SY PSUs	1,924,096	12,800 shares Target opportunity; 12,622 shares became eligible to vest
MY PSUs	195,416	1,300 shares Target opportunity
RSUs	1,187,528	Granted 7,900 shares
<b>Total</b>	<b>4,507,040</b>	Essentially flat with Fiscal 2019

#### AJAY K. PURI

EVP, WW Field Operations



	Target Pay (\$)	Fiscal 2020 Compensation Actions
Base Salary	950,000	No change from Fiscal 2019
Variable Cash	650,000	No change from Fiscal 2019 target; earned at \$475,944
<b>Equity</b>	<b>3,412,264</b>	Essentially flat with Fiscal 2019
SY PSUs	1,969,192	13,100 shares Target opportunity; 12,918 shares became eligible to vest
MY PSUs	195,416	1,300 shares Target opportunity
RSUs	1,247,656	Granted 8,300 shares
<b>Total</b>	<b>5,012,264</b>	Essentially flat with Fiscal 2019

**DEBORA SHOQUIST**

EVP, Operations



	Target Pay (\$)	Fiscal 2020 Compensation Actions
Base Salary	850,000	No change from Fiscal 2019
Variable Cash	250,000	No change from Fiscal 2019 target; earned at \$183,056
<b>Equity</b>	<b>2,405,120</b>	Essentially flat with Fiscal 2019
SY PSUs	1,428,040	9,500 shares Target opportunity; 9,368 shares became eligible to vest
MY PSUs	150,320	1,000 shares Target opportunity
RSUs	826,760	Granted 5,500 shares
<b>Total</b>	<b>3,505,120</b>	Essentially flat with Fiscal 2019

**TIMOTHY S. TETER**

EVP, GC &amp; Secretary



	Target Pay (\$)	Fiscal 2020 Compensation Actions
Base Salary	850,000	No change from Fiscal 2019
Variable Cash	250,000	No change from Fiscal 2019 target; earned at \$183,056
<b>Equity</b>	<b>1,909,064</b>	Essentially flat with Fiscal 2019
SY PSUs	1,202,560	8,000 shares Target opportunity; 7,889 shares became eligible to vest
MY PSUs	150,320	1,000 shares Target opportunity
RSUs	556,184	Granted 3,700 shares
<b>Total</b>	<b>3,009,064</b>	Essentially flat with Fiscal 2019

## Additional Executive Compensation Practices, Policies, and Procedures

### Stock Ownership Guidelines

The Board believes that executive officers should hold a significant equity interest in NVIDIA. Our Corporate Governance Policies require the CEO to hold shares of our common stock valued at six times his base salary, and our other NEOs to hold shares of our common stock valued at the NEO's respective base salary. NEOs have up to five years from appointment to reach the ownership threshold. The stock ownership guidelines are intended to further align NEO interests with stockholder interests. Each of our NEOs currently exceeds the stock ownership requirements.

### Compensation Recovery ("Clawback") Policy

We maintain a Compensation Recovery Policy for all employees. Under this policy, if we are required to prepare an accounting restatement to correct an accounting error on an interim or annual financial statement included in a report on Form 10-Q or Form 10-K due to material noncompliance with any financial reporting requirement under the federal securities laws, or a Restatement, and if the Board or a committee of independent directors concludes that our CEO, our CFO or any other employee received a variable compensation payment that would not have been payable if the original interim or annual financial statements had reflected the Restatement, which we refer to as the Overpayment, then:

- Our CEO and our CFO will disgorge the net after-tax portion of the Overpayment; and
- The Board or the committee of independent directors in its sole discretion may require any other employee to repay the Overpayment. In using its discretion, the Board or the independent committee may consider whether such person was involved in the preparation of our financial statements or otherwise caused the need for the Restatement and may, to the extent permitted by applicable law, recoup amounts by (1) requiring partial or full repayment by such person of any variable or incentive compensation or any gains realized on the exercise of stock options or on the open-market sale of vested shares, (2) canceling up to all and any outstanding equity awards held by such person and/or (3) adjusting the future compensation of such person.

We will review and update the Compensation Recovery Policy as necessary for compliance with the clawback policy provisions of the Dodd Frank Act when the final regulations related to that policy are issued.

### Tax and Accounting Implications

Under Section 162(m) of the Internal Revenue Code, or Section 162(m), compensation paid to any publicly-held corporation's "covered employees" that exceeds \$1 million per taxable year for any covered employee is generally non-deductible. Prior to the enactment of the Tax Cuts and Jobs Act, Section 162(m) provided an exception pursuant to which the deduction limit did not apply to any compensation that qualified as "performance-based compensation" under Section 162(m).

With the enactment of the Tax Cuts and Jobs Act, the performance-based compensation exception under Section 162(m) was repealed with respect to taxable years beginning after December 31, 2017, except that certain transition relief is provided for compensation paid pursuant to a written binding contract which was in effect on November 2, 2017, and which is not modified in any material respect on or after such date.

As a result, compensation paid to any of our "covered employees" in excess of \$1 million per taxable year generally will not be deductible unless it qualifies for the performance-based compensation exception under Section 162(m) pursuant to the transition relief described above. Because of certain ambiguities and uncertainties as to the application and interpretation of Section 162(m), as well as other factors beyond the control of the CC, no assurance can be given that any compensation paid by the Company will be eligible for such transition relief and be deductible by the Company in the future. Although the CC will continue to consider tax implications as one factor in determining executive compensation, the CC also looks at other factors in making its decisions and retains the flexibility to provide compensation for our NEOs in a manner consistent with the goals of our executive compensation program and the best interests of the Company and its stockholders, which may include providing for compensation that is not deductible by the Company due to the deduction limit under Section 162(m). The CC also retains the flexibility to modify compensation that was initially intended to be exempt from the deduction limit under Section 162(m) if it determines that such modifications are consistent with the Company's business needs.

Our CC also considers the impact of Section 409A of the Internal Revenue Code, and in general, our executive plans and programs are designed to comply with the requirements of that section to avoid the possible adverse tax consequences that may arise from non-compliance.

## Reconciliation of Non-GAAP Financial Measures

A reconciliation between our Non-GAAP Operating Income and GAAP operating income is as follows (in millions):

	Fiscal 2020	Fiscal 2019
GAAP operating income	\$ 2,846	\$ 3,804
Stock-based compensation expense	844	557
Legal settlement costs	15	44
Acquisition-related and other costs	30	2
Non-GAAP Operating Income	<u>\$ 3,735</u>	<u>\$ 4,407</u>

We believe these non-GAAP financial measures enhance stockholders' overall understanding of our historical financial performance. The presentation of our non-GAAP financial measures is not meant to be considered in isolation nor as a substitute for our financial results prepared in accordance with GAAP, and our non-GAAP measures may be different from non-GAAP measures used by other companies.

### Risk Analysis of Our Compensation Plans

With the oversight of the CC, members from the Company's Legal, Human Resources and Finance departments, as well as Exequity, the independent consultant engaged by the CC, performed an assessment of the Company's compensation programs and policies for Fiscal 2020 as generally applicable to our employees to ascertain any potential material risks that may be created by our compensation programs. The assessment focused on programs with variability of payout and the ability of participants to directly affect payout and the controls over participant action and payout—specifically, the Company's variable cash compensation, equity compensation, and sales incentive compensation programs. We identified the key terms of these programs, potential concerns regarding risk taking behavior, and specific risk mitigation features. The assessment was first presented to our Senior Vice President, Human Resources; our CFO; and our General Counsel, and then presented to the CC.

The CC considered the findings of the assessment described above and concluded that our compensation programs, which are structured to recognize both short-term and long-term contributions to the Company, do not create risks which are reasonably likely to have a material adverse effect on our business or financial condition.

The CC believes that the following compensation design features guard against excessive risk-taking:

#### Compensation Design Features that Guard Against Excessive Risk-Taking

- ✓ Our compensation program encourages our employees to remain focused on both our short-term and long-term goals
- ✓ We design our variable cash and PSU compensation programs for executives so that payouts are based on achievement of corporate performance targets, and we cap the potential award payout
- ✓ We have internal controls over our financial accounting and reporting which is used to measure and determine the eligible compensation awards under our Variable Cash Plan and our SY PSUs
- ✓ Financial plan target goals and final awards under our Variable Cash Plan and our SY PSUs are approved by the CC and consistent with the annual operating plan approved by the full Board each year
- ✓ MY PSUs are designed with a relative goal
- ✓ We have a compensation recovery policy applicable to all employees that allows NVIDIA to recover compensation paid in situations of fraud or material financial misconduct
- ✓ All executive officer equity awards have multi-year vesting
- ✓ We have stock ownership guidelines that we believe are reasonable and are designed to align our executive officers' interests with those of our stockholders
- ✓ We enforce a "no-hedging" policy and a "no-pledging" policy involving our common stock which prevents our employees from insulating themselves from the effects of NVIDIA stock price performance



## Summary Compensation Table for Fiscal 2020, 2019, and 2018

The following table summarizes information regarding the compensation earned by our NEOs during Fiscal 2020, 2019, and 2018. Fiscal 2020, 2019, and 2018 were 52-week years.

Name and Principal Position	Fiscal Year	Salary (\$)	Bonus (\$)	Stock Awards (\$) <sup>(1)</sup>	Non-Equity Incentive Plan Compensation (\$) <sup>(2)</sup>	All Other Compensation (\$)	Total (\$)
Jen-Hsun Huang <i>President and CEO</i>	2020	996,514	—	9,676,920	805,444	13,402 <sup>(3)</sup>	11,492,280
	2019	996,514	—	11,611,022	1,021,900	13,402 <sup>(3)</sup>	13,642,838
	2018	999,985	—	9,787,985	2,200,000	5,562 <sup>(4)</sup>	12,993,532
Colette M. Kress <i>Executive Vice President and CFO</i>	2020	896,863	—	3,307,188	219,667	9,122 <sup>(5)</sup>	4,432,840
	2019	896,863	—	3,791,203	278,700	8,622 <sup>(5)</sup>	4,975,388
	2018	899,120	—	3,327,973	600,000	6,622 <sup>(5)</sup>	4,833,715
Ajay K. Puri <i>Executive Vice President, Worldwide Field Operations</i>	2020	946,689	—	3,410,921	475,944	23,151 <sup>(3)</sup>	4,856,705
	2019	946,689	—	3,898,599	603,850	15,428 <sup>(3)</sup>	5,464,566
	2018	949,640	—	3,425,382	1,300,000	12,844 <sup>(3)</sup>	5,687,866
Debora Shoquist <i>Executive Vice President, Operations</i>	2020	847,037	—	2,407,200	183,056	20,478 <sup>(5)</sup>	3,457,771
	2019	847,037	—	2,776,480	232,250	14,104 <sup>(5)</sup>	3,869,871
	2018	848,947	—	2,438,904	500,000	11,524 <sup>(5)</sup>	3,799,375
Timothy S. Teter <i>Executive Vice President, General Counsel and Secretary</i>	2020	847,037	—	1,918,173	183,056	9,122 <sup>(5)</sup>	2,957,388
	2019	847,037	450,000 <sup>(6)</sup>	2,228,115	232,250	8,622 <sup>(5)</sup>	3,766,024
	2018	849,988	—	5,668,193	500,000	2,622 <sup>(7)</sup>	7,020,803

<sup>(1)</sup> Amounts shown in this column do not reflect dollar amounts actually received by the NEO. Instead, these amounts reflect the aggregate full grant date fair value calculated in accordance with FASB ASC Topic 718 for the respective fiscal year for grants of RSUs, SY PSUs, and MY PSUs, as applicable. The assumptions used in the calculation of values of the awards are set forth under Note 4 to our consolidated financial statements titled *Stock-Based Compensation* in our Form 10-K. With regard to the stock awards with performance-based vesting conditions, the reported grant date fair value assumes the probable outcome of the conditions at Base Operating Plan for SY PSUs and Target for MY PSUs, determined in accordance with applicable accounting standards.

Based on Stretch Operating Plan and Stretch performance in Fiscal 2020, the respective grant date fair values of SY PSUs and MY PSUs granted in Fiscal 2020 would be \$9,780,540 and \$4,734,840 for Mr. Huang, \$3,793,664 and \$479,310 for Ms. Kress, \$3,882,578 and \$479,310 for Mr. Puri, \$2,815,610 and \$368,700 for Ms. Shoquist, and \$2,371,040 and \$368,700 for Mr. Teter.

Based on Stretch Operating Plan and Stretch performance in Fiscal 2019, the respective grant date fair values of SY PSUs and MY PSUs granted in Fiscal 2019 would be \$11,108,385 and \$6,308,148 for Mr. Huang, \$4,300,020 and \$636,408 for Ms. Kress, \$4,395,576 and \$636,408 for Mr. Puri, \$3,201,126 and \$494,984 for Ms. Shoquist, and \$2,723,346 and \$494,984 for Mr. Teter.

Based on Stretch Operating Plan and Stretch performance in Fiscal 2018, the respective grant date fair values of SY PSUs and MY PSUs granted in Fiscal 2018 would be \$9,759,488 and \$4,922,490 for Mr. Huang, \$3,759,210 and \$501,000 for Ms. Kress, \$3,855,600 and \$501,000 for Mr. Puri, and \$2,795,310 and \$375,750 for Ms. Shoquist.

<sup>(2)</sup> As applicable, reflects amounts earned in Fiscal 2020, 2019, and 2018 and paid in March or April of each respective year pursuant to our Variable Cash Plan for each respective year. For further information please see our *Compensation Discussion and Analysis* above.

<sup>(3)</sup> Represents a match of contributions to our 401(k) savings plan, a contribution to a health savings account and imputed income from life insurance coverage. These benefits are available to all eligible NVIDIA employees.

<sup>(4)</sup> Represents a contribution to a health savings account and imputed income from life insurance coverage. These benefits are available to all eligible NVIDIA employees.

<sup>(5)</sup> Represents a match of contributions to our 401(k) savings plan and imputed income from life insurance coverage. These benefits are available to all eligible NVIDIA employees.

<sup>(6)</sup> Represents an anniversary bonus paid in Fiscal 2018 that was earned in Fiscal 2019.

<sup>(7)</sup> Represents imputed income from life insurance coverage. This benefit is available to all eligible NVIDIA employees.

## Grants of Plan-Based Awards for Fiscal 2020

The following table provides information regarding all grants of plan-based awards that were made to or earned by our NEOs during Fiscal 2020. Disclosure on a separate line item is provided for each grant of an award made to an NEO. The information in this table supplements the dollar value of stock and other awards set forth in the *Summary Compensation Table for Fiscal Years 2020, 2019, and 2018* by providing additional details about the awards. The PSUs and RSUs set forth in the following table were made under our 2007 Plan. PSUs are eligible to vest based on performance against pre-established criteria. Both SY PSUs and RSUs are subject to service-based vesting.

Name	Grant Date	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards <sup>(1)</sup>			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units (#)	Grant Date Fair Value of Stock Awards (\$) <sup>(2)</sup>
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
Jen-Hsun Huang	3/8/19 <sup>(3)</sup>		—		22,000	44,000	66,000	—	6,520,360 <sup>(4)</sup>
	3/8/19 <sup>(5)</sup>		—		5,500	22,000	33,000	—	3,156,560
	3/8/19	550,000	1,100,000	2,200,000		—		—	—
Colette M. Kress	3/8/19 <sup>(3)</sup>		—		6,400	12,800	25,600	—	1,896,832 <sup>(4)</sup>
	3/8/19 <sup>(5)</sup>		—		325	1,300	2,600	—	239,655
	3/8/19		—			—		7,900 <sup>(6)</sup>	1,170,701
	3/8/19	150,000	300,000	600,000		—		—	—
Ajay K. Puri	3/8/19 <sup>(3)</sup>		—		6,550	13,100	26,200	—	1,941,289 <sup>(4)</sup>
	3/8/19 <sup>(5)</sup>		—		325	1,300	2,600	—	239,655
	3/8/19		—			—		8,300 <sup>(6)</sup>	1,229,977
	3/8/19	325,000	650,000	1,300,000		—		—	—
Debora Shoquist	3/8/19 <sup>(3)</sup>		—		4,750	9,500	19,000	—	1,407,805 <sup>(4)</sup>
	3/8/19 <sup>(5)</sup>		—		250	1,000	2,000	—	184,350
	3/8/19		—			—		5,500 <sup>(6)</sup>	815,045
	3/8/19	125,000	250,000	500,000		—		—	—
Timothy S. Teter	3/8/19 <sup>(3)</sup>		—		4,000	8,000	16,000	—	1,185,520 <sup>(4)</sup>
	3/8/19 <sup>(5)</sup>		—		250	1,000	2,000	—	184,350
	3/8/19		—			—		3,700 <sup>(6)</sup>	548,303
	3/8/19	125,000	250,000	500,000		—		—	—

<sup>(1)</sup> Represents range of awards payable under our Fiscal 2020 Variable Cash Plan.

<sup>(2)</sup> Amounts shown in this column do not reflect dollar amounts actually received by the NEO. Instead, these amounts reflect the aggregate full grant date fair value calculated in accordance with FASB ASC Topic 718 for the awards. The assumptions used in the calculation of values of the awards are set forth under Note 4 to our consolidated financial statements titled *Stock-Based Compensation* in our Form 10-K. With regard to the stock awards with performance-based vesting conditions, the reported grant date fair value assumes the probable outcome of the conditions at Base Operating Plan for SY PSUs and Target for MY PSUs, determined in accordance with applicable accounting standards.

<sup>(3)</sup> Represents range of possible shares able to be earned with respect to SY PSUs.

<sup>(4)</sup> Based on the performance that was actually achieved for Fiscal 2020, the grant date fair value for the NEOs' SY PSUs would be: \$6,429,816 for Mr. Huang, \$1,870,454 for Ms. Kress, \$1,914,318 for Mr. Puri, \$1,388,244 for Ms. Shoquist, and \$1,169,071 for Mr. Teter.

<sup>(5)</sup> Represents range of possible shares able to be earned with respect to MY PSUs.

<sup>(6)</sup> Represents RSUs granted to Messrs. Puri and Teter and Meses. Kress and Shoquist in the first quarter of Fiscal 2020 pursuant to the 2007 Plan. The CC granted these awards on March 8, 2019, the same day that annual grants were made to all of our eligible employees.

## Outstanding Equity Awards as of January 26, 2020

The following table presents information regarding outstanding equity awards held by our NEOs as of January 26, 2020.

Name	Option Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$) <sup>(1)</sup>	Option Expiration Date	Number of Units of Stock That Have Not Vested (#)	Market Value of Units of Stock That Have Not Vested (\$) <sup>(2)</sup>	Equity Incentive Plan Awards: Number of Unearned Shares That Have Not Vested (#)	Equity Incentive Plan Awards: Market Value of Unearned Shares That Have Not Vested (\$) <sup>(2)</sup>
Jen-Hsun Huang	250,000	—	10.56	9/14/2020	—	—	—	—
	250,000	—	17.62	3/17/2021	—	—	—	—
	250,000	—	14.465	9/20/2021	—	—	—	—
	300,000	—	14.46	3/20/2022	—	—	—	—
	300,000	—	13.71	9/18/2022	—	—	—	—
	237,500	—	12.62	3/19/2023	—	—	—	—
	237,500	—	16.00	9/17/2023	—	—	—	—
	—	—	—	—	35,625 <sup>(3)</sup>	8,923,350	—	—
	—	—	—	—	31,641 <sup>(4)</sup>	7,925,438	—	—
	—	—	—	—	15,672 <sup>(5)</sup>	3,925,523	—	—
—	—	—	—	43,389 <sup>(6)</sup>	10,868,077	—	—	
—	—	—	—	50,250 <sup>(7)</sup>	12,586,620	—	—	
—	—	—	—	—	—	23,100 <sup>(8)</sup>	5,786,088	
—	—	—	—	—	—	33,000 <sup>(9)</sup>	8,265,840	
Colette M. Kress	—	—	—	—	2,407 <sup>(10)</sup>	602,905	—	—
	—	—	—	—	2,157 <sup>(11)</sup>	540,285	—	—
	—	—	—	—	1,875 <sup>(12)</sup>	469,650	—	—
	—	—	—	—	1,619 <sup>(13)</sup>	405,527	—	—
	—	—	—	—	1,561 <sup>(14)</sup>	390,999	—	—
	—	—	—	—	1,678 <sup>(15)</sup>	420,305	—	—
	—	—	—	—	7,900 <sup>(16)</sup>	1,978,792	—	—
	—	—	—	—	13,875 <sup>(3)</sup>	3,475,410	—	—
	—	—	—	—	12,188 <sup>(4)</sup>	3,052,850	—	—
	—	—	—	—	4,551 <sup>(5)</sup>	1,139,934	—	—
—	—	—	—	12,622 <sup>(6)</sup>	3,161,559	—	—	
—	—	—	—	4,000 <sup>(7)</sup>	1,001,920	—	—	
—	—	—	—	—	—	1,800 <sup>(8)</sup>	450,864	
—	—	—	—	—	—	2,600 <sup>(9)</sup>	651,248	
Ajay K. Puri	—	—	—	—	2,500 <sup>(10)</sup>	626,200	—	—
	—	—	—	—	2,250 <sup>(11)</sup>	563,580	—	—
	—	—	—	—	1,954 <sup>(12)</sup>	489,438	—	—
	—	—	—	—	1,685 <sup>(13)</sup>	422,059	—	—
	—	—	—	—	1,632 <sup>(14)</sup>	408,783	—	—
	—	—	—	—	1,754 <sup>(15)</sup>	439,342	—	—
	—	—	—	—	8,300 <sup>(16)</sup>	2,078,984	—	—
	—	—	—	—	14,375 <sup>(3)</sup>	3,600,650	—	—
	—	—	—	—	12,500 <sup>(4)</sup>	3,131,000	—	—
	—	—	—	—	4,652 <sup>(5)</sup>	1,165,233	—	—
—	—	—	—	12,918 <sup>(6)</sup>	3,235,701	—	—	
—	—	—	—	4,000 <sup>(7)</sup>	1,001,920	—	—	
—	—	—	—	—	—	1,800 <sup>(8)</sup>	450,864	
—	—	—	—	—	—	2,600 <sup>(9)</sup>	651,248	
Debora Shoquist	—	—	—	—	1,688 <sup>(10)</sup>	422,810	—	—
	—	—	—	—	1,500 <sup>(11)</sup>	375,720	—	—
	—	—	—	—	1,329 <sup>(12)</sup>	332,888	—	—
	—	—	—	—	1,160 <sup>(13)</sup>	290,557	—	—
	—	—	—	—	1,097 <sup>(14)</sup>	274,777	—	—

Debra Shoquist (con't)	—	—	—	—	1,176 <sup>(15)</sup>	294,564	—	—
	—	—	—	—	5,500 <sup>(16)</sup>	1,377,640	—	—
	—	—	—	—	9,750 <sup>(3)</sup>	2,442,180	—	—
	—	—	—	—	9,063 <sup>(4)</sup>	2,270,100	—	—
	—	—	—	—	3,388 <sup>(5)</sup>	848,626	—	—
	—	—	—	—	9,368 <sup>(6)</sup>	2,346,497	—	—
	—	—	—	—	3,000 <sup>(7)</sup>	751,440	—	—
	—	—	—	—	—	—	1,400 <sup>(8)</sup>	350,672
—	—	—	—	—	—	2,000 <sup>(9)</sup>	500,960	
Timothy S. Teter	—	—	—	—	15,219 <sup>(12)</sup>	3,812,055	—	—
	—	—	—	—	732 <sup>(14)</sup>	183,351	—	—
	—	—	—	—	784 <sup>(15)</sup>	196,376	—	—
	—	—	—	—	3,700 <sup>(16)</sup>	926,776	—	—
	—	—	—	—	2,882 <sup>(5)</sup>	721,883	—	—
	—	—	—	—	7,889 <sup>(6)</sup>	1,976,037	—	—
	—	—	—	—	—	—	1,400 <sup>(8)</sup>	350,672
—	—	—	—	—	—	2,000 <sup>(9)</sup>	500,960	

- (1) Unless otherwise noted, represents the closing price of our common stock as reported by Nasdaq on the date of grant which is the exercise price of stock option grants made pursuant to our 2007 Plan.
- (2) Calculated by multiplying the number of RSUs or PSUs by the closing price (\$250.48) of NVIDIA's common stock on January 24, 2020, the last trading day before the end of our Fiscal 2020, as reported by Nasdaq.
- (3) The RSU was earned on January 29, 2017, based on achievement of a performance goal. The RSU vested as to 25% of the shares on March 15, 2017, and vested as to 12.50% approximately every six months thereafter over the next three years such that the RSU was fully vested on March 18, 2020.
- (4) The RSU was earned on January 28, 2018, based on achievement of a performance goal. The RSU vested as to 25% of the shares on March 21, 2018, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on March 17, 2021.
- (5) The RSU was earned on January 27, 2019, based on achievement of a performance goal. The RSU vested as to 25% of the shares on March 20, 2019, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on March 16, 2022.
- (6) Represents the number of shares subject to the RSU that became eligible to vest, determined as of January 26, 2020, based on achievement toward the Base Operating Plan performance goal above Threshold performance. The RSU vested as to 25% of the shares on March 18, 2020, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on March 15, 2023.
- (7) The RSU was earned on January 27, 2019, based on achievement of a performance goal. The RSU vested as to 100% of the shares on March 18, 2020.
- (8) Represents the possible number of shares that could be earned based on achieving Stretch performance goals. The number of PSUs that could be earned is based on our TSR relative to the S&P 500 from January 28, 2018 through January 31, 2021. If the performance goal is achieved, the shares earned will vest as to 100% on March 17, 2021. If the Threshold performance goal is achieved, 3,850 shares will be earned by Mr. Huang, 225 shares will be earned by Ms. Kress, 225 shares will be earned by Mr. Puri, 175 shares will be earned by Ms. Shoquist, and 175 shares will be earned by Mr. Teter. If the Target performance goal is achieved, 15,400 shares will be earned by Mr. Huang, 900 shares will be earned by Ms. Kress, 900 shares will be earned by Mr. Puri, 700 shares will be earned by Ms. Shoquist, and 700 shares will be earned by Mr. Teter.
- (9) Represents the possible number of shares that could be earned based on achieving Stretch performance goals. The number of PSUs that could be earned is based on our TSR relative to the S&P 500 from January 28, 2019 through January 30, 2022. If the performance goal is achieved, the shares earned will vest as to 100% on March 16, 2022. If the Threshold performance goal is achieved, 5,500 shares will be earned by Mr. Huang, 325 shares will be earned by Ms. Kress, 325 shares will be earned by Mr. Puri, 250 shares will be earned by Ms. Shoquist, and 250 shares will be earned by Mr. Teter. If the Target performance goal is achieved, 22,000 shares will be earned by Mr. Huang, 1,300 shares will be earned by Ms. Kress, 1,300 shares will be earned by Mr. Puri, 1,000 shares will be earned by Ms. Shoquist, and 1,000 shares will be earned by Mr. Teter.
- (10) The RSU vested as to 25% on March 15, 2017, and vested as to 12.50% approximately every six months thereafter over the next three years such that the RSU was fully vested on March 18, 2020.
- (11) The RSU vested as to 25% on September 20, 2017, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on September 16, 2020.
- (12) The RSU vested as to 25% on March 21, 2018, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on March 17, 2021.
- (13) The RSU vested as to 25% on September 19, 2018, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on September 15, 2021.
- (14) The RSU vested as to 25% on March 20, 2019, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on March 16, 2022.
- (15) The RSU vested as to 25% on September 18, 2019, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on September 21, 2022.
- (16) The RSU vested as to 25% on March 18, 2020, and vests as to 6.25% approximately every three months thereafter over the next three years such that the RSU will be fully vested on March 15, 2023.

## Option Exercises and Stock Vested in Fiscal 2020

The following table shows information regarding option exercises and stock vested by our NEOs during Fiscal 2020.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (#) <sup>(1)</sup>	Value Realized on Vesting (\$) <sup>(2)</sup>
Jen-Hsun Huang	—	—	292,502 <sup>(3)</sup>	51,430,979
Colette M. Kress	—	—	90,814 <sup>(4)</sup>	16,075,378
Ajay K. Puri	—	—	94,955 <sup>(5)</sup>	16,810,310
Debora Shoquist	—	—	64,558 <sup>(6)</sup>	11,429,481
Timothy S. Teter	—	—	15,340 <sup>(7)</sup>	2,773,804

<sup>(1)</sup> Represents the gross number of shares acquired on vesting. Shares were withheld from these amounts to pay taxes due upon vesting.

<sup>(2)</sup> Represents the number of shares acquired on vesting multiplied by the fair market value of our common stock as reported by Nasdaq on the date of vesting.

<sup>(3)</sup> Includes an aggregate of 145,028 shares that were withheld to pay taxes due upon vesting.

<sup>(4)</sup> Includes an aggregate of 44,421 shares that were withheld to pay taxes due upon vesting.

<sup>(5)</sup> Includes an aggregate of 46,752 shares that were withheld to pay taxes due upon vesting.

<sup>(6)</sup> Includes an aggregate of 31,363 shares that were withheld to pay taxes due upon vesting.

<sup>(7)</sup> Includes an aggregate of 7,425 shares that were withheld to pay taxes due upon vesting.

## Employment, Severance and Change-in-Control Arrangements

*Employment Agreements.* Our executive officers are “at-will” employees and we do not have employment, severance or change-in-control agreements with our executive officers.

*Change-in-Control Arrangements.* Our 2007 Plan provides that in the event of a corporate transaction or a change-in-control, outstanding stock awards may be assumed, continued, or substituted by the surviving corporation. If the surviving corporation does not assume, continue, or substitute such stock awards, then (a) with respect to any stock awards that are held by individuals performing services for NVIDIA immediately prior to the effective time of the transaction, the vesting and exercisability provisions of such stock awards will be accelerated in full and such stock awards will be terminated if not exercised prior to the effective date of the corporate transaction or change-in-control, and (b) all other outstanding stock awards will be terminated if not exercised on or prior to the effective date of the corporate transaction or change-in-control.

## Potential Payments Upon Termination or Change-in-Control

Upon a change-in-control or certain other corporate transactions of NVIDIA, unvested RSUs and PSUs will fully vest in some cases as described above under *Employment, Severance and Change-in-Control Arrangements—Change-in-Control Arrangements*. The table below shows our estimates of the amount of the benefit each of our NEOs would have received if the unvested RSUs and PSUs held by them as of January 26, 2020 had become fully vested as a result of a change-in-control, calculated by multiplying the number of unvested RSUs and PSUs held by the applicable NEO by the \$250.48 closing price of our common stock on January 24, 2020.

Name	Unvested RSUs and PSUs at January 26, 2020 <sup>(1)</sup>	Total Estimated Benefit (\$) <sup>(1)</sup>
Jen-Hsun Huang	197,838	49,554,462
Colette M. Kress	66,811	16,734,819
Ajay K. Puri	68,902	17,258,573
Debra Shoquist	48,351	12,110,958
Timothy S. Teter	33,017	8,270,098

<sup>(1)</sup> With respect to unvested PSUs, the amounts in these columns assume performance at Base Operating Plan (with respect to SY PSUs granted in Fiscal 2020) and Target (with respect to MY PSUs granted in Fiscal 2018, Fiscal 2019, and Fiscal 2020) in accordance with SEC rules. The two tables below reflect the actual numbers of the SY PSUs granted in Fiscal 2020 and MY PSUs granted in Fiscal 2018 that would be eligible to vest, based on our performance during the relevant performance period for such awards, as certified by our CC shortly after the end of Fiscal 2020. The values of the estimated and actual SY PSUs and MY PSUs in the tables below were calculated by multiplying the applicable number of SY PSUs and MY PSUs held by each respective NEO and listed below, by the \$250.48 closing price of our common stock on January 24, 2020.

*SY PSUs granted in Fiscal 2020 - Actual Achievement (versus Base Operating Performance)*

Name	Estimated SY PSUs Granted in Fiscal 2020 at Base Operating Plan Performance (#)	Value of Estimated SY PSUs Granted in Fiscal 2020 at Base Operating Plan Performance (\$)	Actual SY PSUs Granted in Fiscal 2020 Eligible to Vest (#)	Value of Actual SY PSUs Granted in Fiscal 2020 Eligible to Vest (\$)
Jen-Hsun Huang	44,000	11,021,120	43,389	10,868,077
Colette M. Kress	12,800	3,206,144	12,622	3,161,559
Ajay K. Puri	13,100	3,281,288	12,918	3,235,701
Debra Shoquist	9,500	2,379,560	9,368	2,346,497
Timothy S. Teter	8,000	2,003,840	7,889	1,976,037

*MY PSUs granted in Fiscal 2018 - Actual Achievement (versus Target Performance)*

Name	Estimated MY PSUs Granted in Fiscal 2018 at Target Performance (#)	Value of Estimated MY PSUs Granted in Fiscal 2018 at Target Performance (\$)	Actual MY PSUs Granted in Fiscal 2018 Eligible to Vest (#)	Value of Actual MY PSUs Granted in Fiscal 2018 Eligible to Vest (\$)
Jen-Hsun Huang	33,500	8,391,080	50,250	12,586,620
Colette M. Kress	2,000	500,960	4,000	1,001,920
Ajay K. Puri	2,000	500,960	4,000	1,001,920
Debra Shoquist	1,500	375,720	3,000	751,440
Timothy S. Teter *	—	—	—	—

\* Mr. Teter joined NVIDIA in January of 2017 and did not receive PSUs until Fiscal 2019.

The actual number of MY PSUs granted in Fiscal 2019 that will become eligible to vest will be determinable after January 31, 2021, the ending date of the three year measurement period for MY PSUs.

The actual number of MY PSUs granted in Fiscal 2020 that will become eligible to vest will be determinable after January 30, 2022, the ending date of the three year measurement period for MY PSUs.

## Pay Ratio

In accordance with Item 402(u) of Regulation S-K, promulgated by the Dodd Frank Act, we determined the ratio of: (a) the annual total compensation of our CEO, to (b) the median of the annual total compensation of all our employees, except for our CEO, both calculated in accordance with the requirements of Item 402(c)(2)(x) of Regulation S-K.

We determined our median employee for purposes of the pay ratio calculation for Fiscal 2018 by using a consistently applied compensation measure which aggregated, for each employee employed by us on the last business day of Fiscal 2018, or January 26, 2018: (i) target base salary as of January 26, 2018 (annualized for employees who were employed by us for less than the entire fiscal year), (ii) variable cash earned during Fiscal 2018, and (iii) aggregate full grant date fair value of equity awards granted during Fiscal 2018, calculated in accordance with FASB ASC Topic 718 and assuming the probable outcome of the conditions at Base Operating Plan for performance-based awards. Compensation paid in foreign currencies was converted to U.S. dollars based on exchange rates in effect on January 26, 2018.

After applying the methodology described above, we determined the identity of our median employee for Fiscal 2018. We concluded that because there have been no changes to our employee population or employee compensation arrangements since the end of Fiscal 2018 that would significantly impact our pay ratio disclosure for Fiscal 2020, we would use the same individual in our Fiscal 2020 pay ratio calculation.

Our median employee's compensation for Fiscal 2020 was \$178,944. Our CEO's compensation for Fiscal 2020 was \$11,492,280. Therefore, our Fiscal 2020 CEO to median employee pay ratio was 64:1.

This pay ratio represents our reasonable estimate calculated in a manner consistent with Item 402(u) of Regulation S-K and applicable guidance, which provide significant flexibility in how companies identify the median employee. Each company may use a different methodology and make different assumptions. As a result, and as explained by the SEC when it adopted these rules, in considering the pay ratio disclosure, stockholders should keep in mind that the rule was not designed to facilitate comparisons of pay ratios among different companies, even companies within the same industry, but rather to allow stockholders to better understand and assess each particular company's compensation practices and pay ratio disclosures. Neither the CC nor our management used our Fiscal 2020 CEO to median employee pay ratio in making compensation decisions.

## Compensation Committee Interlocks and Insider Participation

For Fiscal 2020, the CC consisted of Messrs. Burgess, Coxe, Jones, and Seawell and Dr. Drell. No member of the CC is an officer or employee of NVIDIA, and none of our executive officers serve as a director or member of a compensation committee of any entity that has one or more executive officers serving as a member of our Board or CC.

## Compensation Committee Report

The Compensation Committee of the Board of Directors oversees the compensation programs of NVIDIA on behalf of the Board of Directors. In fulfilling its oversight responsibilities, the Compensation Committee reviewed and discussed with management the Compensation Discussion and Analysis included in this proxy statement.

In reliance on the review and discussions referred to above, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in the Annual Report on Form 10-K of NVIDIA for the year ended January 26, 2020 and in this proxy statement.

### Compensation Committee

Robert K. Burgess  
Tench Coxe  
Persis S. Drell  
Harvey C. Jones  
A. Brooke Seawell

### Proposal 3—Ratification of the Selection of Independent Registered Public Accounting Firm for Fiscal 2021

**What am I voting on?** Ratification of the selection of PwC as our independent registered public accounting firm for Fiscal 2021.

**Vote required:** A majority of the shares present or represented by proxy.

**Effect of abstentions:** Same as a vote AGAINST.

**Effect of broker non-votes:** None (because this is a routine proposal, there are no broker non-votes).

The AC has selected PwC, which has audited our financial statements annually since 2004, to serve as our independent registered public accounting firm for Fiscal 2021. Our lead audit partner at PwC serves no more than five consecutive years in that role. Stockholder ratification of the AC's selection of PwC is not required by our Bylaws or any other governing documents or laws. As a matter of good corporate governance, we are submitting the selection of PwC to our stockholders for ratification. If our stockholders do not ratify the selection, the AC will reconsider whether or not to retain PwC. Even if the selection is ratified, the AC in its sole discretion may direct the appointment of a different independent registered public accounting firm at any time during the fiscal year if it determines that such a change would be in our best interests and those of our stockholders. The AC believes it is in the best interests of NVIDIA and our stockholders to retain PwC.

We expect that a representative of PwC will attend the 2020 Meeting. The PwC representative will have an opportunity to make a statement at the 2020 Meeting if he or she so desires. The representative will also be available to respond to appropriate stockholder questions.

#### Recommendation of the Board

The Board recommends that you vote **FOR** the ratification of the selection of PwC as our independent registered accounting firm for our fiscal year ending January 31, 2021.



### Fees Billed by the Independent Registered Public Accounting Firm

The following is a summary of fees billed by PwC for Fiscal 2020 and 2019 for audit, tax and other professional services during each fiscal year:

	<b>Fiscal 2020</b>	<b>Fiscal 2019</b>
Audit Fees <sup>(1)</sup>	\$ 5,028,120	\$ 5,019,270
Audit-Related Fees	—	—
Tax Fees <sup>(2)</sup>	208,062	403,816
All Other Fees <sup>(3)</sup>	4,500	4,500
<b>Total Fees</b>	<b>\$ 5,240,682</b>	<b>\$ 5,427,586</b>

<sup>(1)</sup> Audit fees include fees for the audit of our consolidated financial statements, the audit of our internal control over financial reporting, reviews of our quarterly financial statements and annual report, reviews of SEC registration statements and related consents, and fees related to statutory audits of some of our international entities.

<sup>(2)</sup> Tax fees consisted of fees for tax compliance and consultation services.

<sup>(3)</sup> All other fees consisted of fees for products or services other than those included above, including payment to PwC related to the use of an accounting regulatory database.

All of the services provided for Fiscal 2020 and 2019 described above were pre-approved by the AC or the Chairperson of the AC through the authority granted to him by the AC, which is described below. Our AC determined that the rendering of services other than audit services by PwC was compatible with maintaining PwC's independence.

#### Pre-Approval Policies and Procedures

The AC has adopted policies and procedures for the pre-approval of all audit and permissible non-audit services rendered by our independent registered public accounting firm. The policy generally permits pre-approvals of specified permissible services in the defined categories of audit services, audit-related services and tax services up to specified amounts. Pre-approval may also be given as part of the AC's approval of the scope of the engagement of our independent registered public accounting firm or on an individual case-by-case basis before the independent registered public accounting firm is engaged to provide each service. In some cases the full AC provides pre-approval for up to a year related to a particular defined task or scope. In other cases, the AC has delegated power to Mr. McCaffery, the Chairperson of our AC, to pre-approve additional non-audit services if the need for the service was unanticipated and approval is required prior to the next scheduled meeting of the AC. Mr. McCaffery then communicates such pre-approval to the full AC at its next meeting.

## Report of the Audit Committee of the Board of Directors

*The material in this report is not "soliciting material," is not deemed "filed" with the SEC and is not to be incorporated by reference in any of our filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing, except to the extent specifically incorporated by reference therein.*

The Audit Committee, or AC, oversees accounting, financial reporting, internal control over financial reporting, financial practices and audit activities of NVIDIA and its subsidiaries. The AC reviews the results and scope of the audit and other services provided by the independent registered public accounting firm and reviews financial statements and the accounting policies followed by NVIDIA prior to the issuance of the financial statements with both management and the independent registered public accounting firm.

Management is responsible for the financial reporting process, the preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States, or GAAP, the system of internal control over financial reporting, and the procedures designed to facilitate compliance with accounting standards and applicable laws and regulations. PricewaterhouseCoopers LLP, or PwC, our independent registered public accounting firm for Fiscal 2020, was responsible for performing an independent audit of the consolidated financial statements and issuing a report on the consolidated financial statements and of the effectiveness of our internal control over financial reporting as of January 26, 2020. PwC's judgments as to the quality, not just the acceptability, of our accounting principles and such other matters are required to be disclosed to the AC under applicable standards. The AC oversees these processes. Also, the AC has ultimate authority and responsibility to select, evaluate and, when appropriate, terminate the independent registered public accounting firm. The AC approves audit fees and non-audit services provided by and fees paid to the independent registered public accounting firm.

NVIDIA has an internal audit function that reports to the AC. This function is responsible for objectively reviewing and evaluating the adequacy, effectiveness and quality of our system of internal controls and the operating effectiveness of our business processes. The AC approves an annual internal audit plan and monitors the activities and performance of our internal audit function throughout the year to ensure the plan objectives are carried out and met.

The AC members are not professional accountants or auditors, and their functions are not intended to duplicate or to certify the activities of management or the independent registered public accounting firm. The AC does not plan or conduct audits, determine that our financial statements are complete and accurate and in accordance with GAAP or assess our internal control over financial reporting. The AC relies, without additional independent verification, on the information provided by our management and on the representations made by management that the financial statements have been prepared with integrity and objectivity, and the opinion of PwC that such financial statements have been prepared in conformity with GAAP.

In this context, the AC reviewed and discussed the audited consolidated financial statements for Fiscal 2020 with management and our internal control over financial reporting with management and PwC. Specifically, the AC discussed with PwC the matters required to be discussed by Statement on Auditing Standard No. 1301, *Communications with Audit Committees*, as adopted by the Public Company Accounting Oversight Board. We have received from PwC the written disclosures and letter required by the applicable requirements of the Public Company Accounting Oversight Board regarding PwC's communications with the AC concerning independence. The AC also considered whether the provision of certain permitted non-audit services by PwC is compatible with PwC's independence and discussed PwC's independence with PwC.

Based on the AC's review and discussions, the AC recommended to the Board of Directors that the audited consolidated financial statements be included in the Annual Report on Form 10-K of NVIDIA for the fiscal year ended January 26, 2020.

### **AUDIT COMMITTEE**

Dawn Hudson  
Michael G. McCaffery  
Mark L. Perry  
Mark A. Stevens

## Proposal 4—Approval of an Amendment and Restatement of our Amended and Restated 2007 Equity Incentive Plan

**What am I voting on?** Approval of an amendment and restatement of our 2007 Plan.

**Vote required:** A majority of the shares present or represented by proxy.

**Effect of abstentions:** Same as a vote AGAINST.

**Effect of broker non-votes:** None.

For purposes of this Proposal 4, the term “Proposed 2007 Plan” refers to an amendment and restatement of our 2007 Plan. Our CC approved the Proposed 2007 Plan in April 2020, subject to stockholder approval, which we are requesting at the 2020 Meeting.

### Summary of Changes

The Proposed 2007 Plan contains the following material changes from the 2007 Plan:

- **Increased Shares Authorized for Issuance.** An increase of 14,800,000 shares, for an aggregate maximum number of shares of our common stock authorized for issuance under the Proposed 2007 Plan of 244,367,766 shares, subject to adjustment for certain changes in our capitalization.
- **Minimum Vesting Requirements.** The 2007 Plan provides that all stock awards granted under the 2007 Plan may not vest until at least 12 months following the date of grant, with an exception for up to 5% of the 2007 Plan share reserve. Under the Proposed 2007 Plan, this provision has been eliminated.
- **Restrictions on Dividends.** The Proposed 2007 Plan provides that (i) no dividends or dividend equivalents may be paid with respect to any shares of our common stock subject to an award before the date such shares have vested, (ii) any dividends or dividend equivalents that are credited with respect to any such shares will be subject to all of the terms and conditions applicable to such shares under the terms of the applicable award agreement (including any vesting conditions), and (iii) any dividends or dividend equivalents that are credited with respect to any such shares will be forfeited to us on the date such shares are forfeited to or repurchased by us due to a failure to vest. The 2007 Plan does not include such a provision with respect to all awards.
- **Termination Date.** The 2007 Plan is scheduled to terminate on March 21, 2022. Under the Proposed 2007 Plan, this termination date has been extended to April 26, 2030.

### Purpose of the Proposed 2007 Plan and Effect of Stockholder Approval

Competition for talent in our industry and in Silicon Valley is more intense than ever, and equity is a key component of our recruitment and retention efforts. If the Proposed 2007 Plan is approved by our stockholders, we will utilize the Proposed 2007 Plan to award equity and performance incentives, at levels determined appropriate by our CC, to secure and retain our employees, consultants, and directors, and to align their interests with those of our stockholders.

If approved, the Proposed 2007 Plan will become effective upon the date of the 2020 Meeting. If not approved, the Proposed 2007 Plan will not become effective and our 2007 Plan will continue in its current form.

### Recommendation of the Board

The Board recommends that you vote **FOR** the approval of the Proposed 2007 Plan.

## Overhang

The following table provides additional information regarding our 2007 Plan:

	<u>As of April 13, 2020 (Record Date)</u>
Total Shares Subject to Outstanding Stock Options	3,436,319
Weighted-Average Exercise Price of Outstanding Stock Options	\$14.33
Weighted-Average Remaining Term of Outstanding Stock Options	2.23
Total Shares Subject to Outstanding Full Value Awards <sup>(1)</sup>	11,485,933
Total Shares Available for Grant under the 2007 Plan <sup>(2)</sup>	28,026,017
Total Shares Available for Grant under Other Equity Plans <sup>(3)</sup>	—
Total Common Stock Outstanding	615,135,104
Closing Price of Common Stock as Reported on Nasdaq Global Select Market	\$269.85

<sup>(1)</sup> Includes 236,075 shares issuable pursuant to PSUs granted in March 2020 representing achievement of performance goals at Base Operating Plan (or Target for MY PSUs). The maximum number of shares that would be issuable pursuant to PSUs granted in March 2020 if all performance goals are achieved at Stretch Operating Plan (or Stretch for MY PSUs) is 443,104 shares. All other outstanding PSUs are counted at the maximum number of shares that may become eligible to vest upon achievement of performance goals at Stretch Operating Plan (or Stretch for MY PSUs).

<sup>(2)</sup> Total available for grant under the 2007 Plan would be 27,818,988 shares if we were to assume that all PSUs granted in March 2020 will be earned at the maximum number of shares that may become eligible to vest upon achievement of performance goals at Stretch Operating Plan (or Stretch for MY PSUs).

<sup>(3)</sup> Does not include our 2012 ESPP.

## Fiscal 2020 Burn Rate Detail

The following table provides additional information regarding our 2007 Plan activity and outstanding common stock for Fiscal 2020:

	<u>Fiscal 2020</u>
Stock Options Granted	—
Full Value Awards Granted <sup>(1)</sup>	7,088,917
Stock Options Cancelled	—
Full Value Awards Cancelled	813,361
Weighted-Average Common Stock Outstanding	609,634,406

<sup>(1)</sup> For purposes of calculating this amount, PSUs are counted at the maximum number of shares that may become eligible to vest upon achievement of performance goals at Stretch Operating Plan (or Stretch for MY PSUs).

## 3-Year Historical Burn Rate

The following table provides information regarding our burn rate for the last 3 fiscal years:

	<u>Fiscal 2018</u>	<u>Fiscal 2019</u>	<u>Fiscal 2020</u>
Gross Burn Rate <sup>(1)</sup>	1.06%	0.73%	1.16%
Adjusted Gross Burn Rate <sup>(1) (2)</sup>	2.12%	1.46%	2.33%
Full Value Awards Granted	6,368,234	4,430,713	7,088,917
Weighted-Average Common Stock Outstanding	599,467,917	607,716,151	609,634,406

<sup>(1)</sup> Calculated as: shares subject to options and Full Value Awards granted as a percentage of weighted-average common shares outstanding for each fiscal year. PSUs are counted in the year of grant at the maximum number of shares that may become eligible to vest.

<sup>(2)</sup> For purposes of this calculation, shares subject to Full Value Awards granted are increased by a 2x volatility multiplier.

## Description of the Proposed 2007 Plan

The material features of the Proposed 2007 Plan are outlined below. The following description is a summary only and is qualified in its entirety by reference to the complete text of the Proposed 2007 Plan, which is appended to this proxy statement as Appendix A and which we encourage stockholders to read in its entirety.

**Purpose.** The Proposed 2007 Plan is designed to provide incentives for our employees, directors, and consultants to exert maximum efforts for our success, and to give them an opportunity to benefit from increases in the value of our common stock.

**Types of Awards.** The Proposed 2007 Plan provides for the grant of incentive stock options, nonstatutory stock options, restricted stock awards, restricted stock unit awards, stock appreciation rights, other stock awards, and performance awards that may be settled in cash, stock, or other property.

**Share Reserve.** Subject to adjustment for certain changes in our capitalization, the aggregate maximum number of shares of our common stock authorized for issuance under the Proposed 2007 Plan is 244,367,766 shares, which includes 14,800,000 newly requested shares.

The following shares will not remain available for subsequent issuance under the Proposed 2007 Plan: (i) shares subject to a Proposed 2007 Plan award which are withheld by us or tendered by a participant to satisfy the exercise or purchase price of, or tax withholding obligations in connection with, the award; and (ii) shares repurchased by us on the open market with the proceeds of the exercise or purchase price of a Proposed 2007 Plan award.

Shares subject to a Proposed 2007 Plan award that (i) expires or otherwise terminates without being exercised in full; (ii) are forfeited to or repurchased by us; and (iii) are not issued because the award is settled in cash; will remain available for subsequent issuance under the Proposed 2007 Plan

**Eligibility.** All of our (including our affiliates') approximately 14,226 employees, 11 non-employee directors and 4,160 consultants as of April 13, 2020 are eligible to participate and may receive all awards other than incentive stock options, which may be granted only to our employees and those of our affiliates.

**Annual Per-Participant Limits.** Subject to adjustment for certain changes in our capitalization, no participant will be eligible to be granted during any fiscal year more than: (i) 2,000,000 shares of our common stock subject to stock options, stock appreciation rights, and other stock awards whose value is determined by reference to an increase over an exercise or strike price of at least 100% of the fair market value of our common stock on the grant date; (ii) 2,000,000 shares of our common stock under performance stock awards; and (iii) \$6,000,000 of performance cash awards. If a performance stock award is in the form of a stock option or could be paid out in cash, it will count only against the performance stock award limit.

**Administration.** The Proposed 2007 Plan is administered by our Board, which has delegated concurrent authority to the CC, but may revert in itself some or all of the delegated power. Each of the Board and the CC is considered to be a Plan Administrator for purposes of this Proposal 4. Subject to the terms of the Proposed 2007 Plan and the limitations set forth below, the Plan Administrator may determine the recipients, numbers and types of awards to be granted, the exercise or purchase price of awards, and other terms and conditions of awards, including the period of their exercisability and vesting, and the fair market value applicable to a stock award.

The Plan Administrator may also delegate to one or more officers the authority to designate non-officer employees to be recipients of certain stock awards and the number of shares subject to such stock awards. Under any such delegation, the Plan Administrator will specify the total number of shares that may be subject to the stock awards granted by such officer.

**Vesting Acceleration Only in Limited Circumstances.** The Plan Administrator may accelerate the vesting or exercisability of any award only in the event of a participant's death or disability or in the event of a corporate transaction or change in control (as defined in the Proposed 2007 Plan and described below).

**Repricing; Cancellation and Re-Grant of Stock Awards.** The Plan Administrator does not have the authority to (i) reprice any outstanding stock option or stock appreciation right by reducing its exercise or strike price or (ii) cancel any such award that has an exercise or strike price greater than the current fair market value of our common stock in exchange for cash or other stock awards, without obtaining the approval of our stockholders within 12 months prior to the repricing or cancellation and re-grant event.

**Dividends and Dividend Equivalents.** The Proposed 2007 Plan provides that dividends or dividend equivalents may be paid or credited with respect to any shares of our common stock subject to an award, as determined by the Plan Administrator and contained in the applicable award agreement; *provided, however*, that (i) no dividends or dividend equivalents may be paid with respect to any such shares before the date such shares have vested, (ii) any dividends or dividend equivalents that are credited with respect to any such shares will be subject to all of the terms and conditions applicable to such shares under the terms of the applicable award agreement (including any vesting conditions), and (iii) any dividends or dividend

equivalents that are credited with respect to any such shares will be forfeited to us on the date such shares are forfeited to or repurchased by us due to a failure to vest.

**Section 162(m) Transition Relief for Performance-Based Compensation.** Certain provisions in the Proposed 2007 Plan refer to the "performance-based compensation" exception under Section 162(m) of the Internal Revenue Code, or Section 162 (m). Pursuant to the Tax Cuts and Jobs Act, this exception was repealed for taxable years beginning after December 31, 2017. However, an award may still be eligible for this exception if, among other requirements, it is intended to qualify, and is eligible to qualify, as Section 162(m) performance-based compensation pursuant to the transition relief provided by the Tax Cuts and Jobs Act for remuneration provided pursuant to a written binding contract which was in effect on November 2, 2017 and which was not modified in any material respect on or after such date, or Section 162(m) Transition Relief. Accordingly, the provisions in the Proposed 2007 Plan which refer to the Section 162(m) performance-based compensation exception will only apply to any award that is intended to qualify, and is eligible to qualify, as Section 162(m) performance-based compensation pursuant to the Section 162(m) Transition Relief and, therefore, such provisions are not applicable to any other awards granted under the Proposed 2007 Plan. However, even if an award is intended to qualify as Section 162 (m) performance-based compensation, no assurance can be given that the award will in fact qualify for the Section 162(m) Transition Relief or the Section 162(m) performance-based compensation exception.

**Stock Options.** The Proposed 2007 Plan permits the grant of stock options that qualify as incentive stock options, or ISOs, and nonstatutory stock options, or NSOs.

The exercise price of stock options may not be less than 100% of the fair market value of the underlying common stock on the date of grant and, in some cases (see *Limitations on Incentive Stock Options* below), may not be less than 110% of such fair market value.

The term of stock options may not exceed ten years and, in some cases (see *Limitations on Incentive Stock Options* below), may not exceed five years. Except as otherwise provided in a participant's stock option agreement or other agreement with us, (i) if a participant's service relationship with us or any of our affiliates (referred to in this Proposal 4 as "continuous service") terminates (other than for cause or upon the participant's death or disability), the participant may exercise any vested stock options for up to 90 days following such termination; (ii) if a participant's continuous service is terminated for cause, then upon such date all vested and unvested stock options of the participant will terminate and the participant will be prohibited from exercising any stock option; and (iii) if a participant's continuous service terminates due to the participant's death (or the participant dies within a specified period, if any, following termination of continuous service) or the participant's disability, the participant or his or her beneficiary, as applicable, may exercise any vested stock options for up to 18 months following the participant's death and for up to 12 months following the participant's termination due to disability. The term of a stock option may be extended if exercise of the stock option following a participant's termination of continuous service is prohibited by applicable securities laws or would subject the participant to short-swing liability under the Exchange Act. In no event may a stock option be exercised after its original expiration date.

Acceptable forms of consideration for the purchase of our common stock pursuant to the exercise of a stock option will be determined by the Plan Administrator and may include: (i) cash, check, bank draft, money order or electronic funds transfer; (ii) payment pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board; (iii) a net exercise feature (for NSOs only); or (iv) other legal consideration approved by the Plan Administrator.

Stock options may vest and become exercisable in accordance with a vesting schedule to be determined by the Plan Administrator. In the event that a participant's continuous service terminates due to his or her death, the participant's outstanding stock options will become fully vested and exercisable.

Generally, a participant may not transfer a stock option other than by will or the laws of descent and distribution or pursuant to a domestic relations order or an official marital settlement agreement. However, to the extent permitted by the Plan Administrator, a participant may designate a beneficiary who may exercise the stock option following the participant's death.

**Limitations on Incentive Stock Options.** The aggregate fair market value, determined at the time of grant, of shares of our common stock with respect to ISOs that are exercisable for the first time by a participant during any calendar year under all of our stock plans may not exceed \$100,000. The stock options or portions of stock options that exceed this limit or otherwise fail to qualify as ISOs are treated as NSOs. No ISO may be granted to any person who, at the time of grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any affiliate unless the following conditions are satisfied:

- the exercise price of the ISO must be at least 110% of the fair market value of the common stock subject to the ISO on the date of grant; and
- the term of the ISO must not exceed five years from the date of grant.

Subject to adjustment for certain changes in our capitalization, the aggregate maximum number of shares of our common stock that may be issued pursuant to the exercise of ISOs granted under the Proposed 2007 Plan (including ISOs granted under our prior plans) is 250,000,000 shares.

**Restricted Stock Awards.** Restricted stock awards may be granted in consideration for: (i) cash, check, bank draft, money order or electronic funds transfer; (ii) the participant's services performed for us or an affiliate of ours; or (iii) any other form of legal consideration acceptable to the Plan Administrator. Shares of our common stock acquired under a restricted stock award may be forfeited to us in accordance with a vesting schedule to be determined by the Plan Administrator, provided that if a participant's continuous service terminates due to his or her death, the participant's outstanding restricted stock awards will become fully vested. Rights to acquire shares of our common stock under a restricted stock award may be transferred only pursuant to the restricted stock award agreement. If a participant's continuous service terminates, any of the participant's unvested restricted stock awards may be forfeited to or repurchased by us in accordance with the applicable restricted stock award agreement.

**Restricted Stock Unit Awards.** The consideration to be paid, if any, by a participant for restricted stock unit awards granted under the Proposed 2007 Plan may be made in any form of legal consideration acceptable to the Plan Administrator. Restricted stock unit awards may be settled by delivery of our common stock, cash, or any other form of consideration determined by the Plan Administrator and set forth in the restricted stock unit award agreement. Restricted stock unit awards may be subject to a vesting schedule as determined by the Plan Administrator, provided that if a participant's continuous service terminates due to his or her death, the participant's outstanding restricted stock unit awards will become fully vested. Except as otherwise provided in the applicable restricted stock unit award agreement, unvested restricted stock units will be forfeited upon a participant's termination of continuous service.

**Stock Appreciation Rights.** Each stock appreciation right is denominated in common stock share equivalents. The associated strike price will be determined by the Plan Administrator but will be no less than 100% of the fair market value of the underlying common stock at the time of grant. The Plan Administrator may also impose restrictions upon the vesting of stock appreciation rights. In the event that a participant's continuous service terminates due to his or her death, the participant's outstanding stock appreciation rights will become fully vested and exercisable. The appreciation distribution for stock appreciation rights may be paid in our common stock, cash, or any other form of consideration approved by the Plan Administrator and set forth in the stock appreciation right agreement. The term of stock appreciation rights may not exceed ten years. Stock appreciation rights will be subject to the same conditions upon termination of continuous service and restrictions on transfer as stock options.

**Performance Awards.** We may grant performance stock and cash awards, including Section 162(m) "performance-based compensation". However, to qualify as Section 162(m) performance-based compensation, among other requirements, such awards must be eligible to qualify for the Section 162(m) Transition Relief (as described in *Section 162(m) Transition Relief for Performance-Based Compensation* above).

A performance stock award and a performance cash award is payable (for performance stock awards, including that may be granted, vest, or be exercised) contingent upon the achievement of specified performance goals during a specified performance period, and may also require completion of a specified period of continuous service. The length of any performance period, the performance goals to be achieved, and the measure of whether and to what degree such performance goals have been attained will be determined by the CC, except that the Plan Administrator also may make any such determinations to the extent that the award is not intended to qualify as Section 162(m) performance-based compensation. The Plan Administrator may specify the form of payment of performance cash awards, or may provide for a participant to have the option for his or her performance cash award, or such portion thereof as the Plan Administrator may specify, to be paid in whole or in part in cash or other property. In addition, to the extent permitted by applicable law and the applicable award agreement, the Plan Administrator may determine that cash may be used in payment of performance stock awards, or that common stock authorized under the Proposed 2007 Plan may be used in payment of performance cash awards. If a participant's continuous service terminates due to his or her death, the participant's outstanding performance stock awards will be deemed to have been earned at the target level of performance, and become fully vested and issued.

For any performance award intended to qualify as Section 162(m) performance-based compensation, (i) the CC will set a performance period over which the attainment of one or more performance goals will be measured, (ii) no later than the

earlier of the 90th day of a performance period and the date on which 25% of the performance period has elapsed, and at a time when the achievement of the performance goals remains substantially uncertain, the CC will establish the performance goals based upon one or more performance criteria enumerated in the Proposed 2007 Plan and described below, (iii) as soon as administratively practicable following the end of the performance period, the CC will certify in writing whether the performance goals have been satisfied, and (iv) the CC may reduce or eliminate the compensation or economic benefit due upon the attainment of the applicable performance goals as the CC may determine. However, to qualify as Section 162(m) performance-based compensation, among other requirements, any such award must be eligible to qualify for the Section 162(m) Transition Relief (as described in *Section 162(m) Transition Relief for Performance-Based Compensation* above).

Performance goals under the Proposed 2007 Plan will be based on any one or more of the following performance criteria:

- earnings, including any of the following: gross profit, operating income, income before income tax, net income, and earnings per share, in each case with any one of or combination of the following exclusions or inclusions: (a) interest income, (b) interest expense, (c) other income that is categorized as non-operating income, (d) other expense that is categorized as non-operating expense, (e) income tax, (f) depreciation, and (g) amortization;
- total stockholder return;
- return on equity or average stockholder's equity;
- return on assets, investment, or capital employed;
- stock price;
- gross profit margin;
- operating income margin;
- cash flow from operating activities (including cash flow from operating activities per share);
- free cash flow (including free cash flow per share);
- change in cash and cash equivalents (or cash flow) (including change in cash and cash equivalents per share (or cash flow per share));
- sales or revenue targets;
- increases in revenue or product revenue;
- expenses and cost reduction goals;
- improvement in or attainment of expense levels;
- improvement in or attainment of working capital levels;
- economic value added (or an equivalent metric);
- market share;
- share price performance;
- debt reduction;
- implementation or completion of projects or processes;
- customer satisfaction;
- stockholders' equity;
- capital expenditures;
- debt levels;
- workforce diversity;
- growth of net income or operating income;
- employee retention;
- quality measures; and
- to the extent that an award is not intended to qualify as Section 162(m) performance-based compensation, other measures of performance selected by the Plan Administrator.



Performance goals may be based on a company-wide basis, with respect to one or more business units, divisions, affiliates or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. The CC (or, to the extent that an award is not intended to qualify as Section 162(m) performance-based compensation, the Plan Administrator) will be authorized to adjust the method of calculating performance goal achievement for a performance period as follows, provided that any such adjustments must be objectively determinable to the extent that the award is intended to qualify as Section 162(m) performance-based compensation:

- to exclude the effects of stock-based compensation (including any modification charges);
- to exclude the portion of any legal settlement assigned as past infringement (i.e. the fair value associated with the portion of settlement that is non-recurring);
- to exclude restructuring charges (including any costs associated with a reduction in force and/or shutting down of business operations, such as severance compensation and benefits and the cost to shut down operating sites/offices);
- to exclude amortization expenses associated with intangible assets obtained through a business combination (acquisition or asset purchase);
- to exclude other costs incurred in connection with acquisitions or divestitures (including potential acquisitions or divestitures) that are required to be expensed under GAAP (including any direct acquisition costs that are not associated with providing ongoing future benefit to the combined company and certain compensation costs associated with an acquisition, such as one-time compensation charges, longer-term retention incentives, and associated payroll tax charges);
- to exclude any exchange rate effects;
- to exclude the effects of changes to GAAP;
- to exclude the effects of any statutory adjustments to corporate tax rates or changes in tax legislation;
- to exclude the portion of tax related settlements;
- to exclude the effects of any items of an unusual nature or of infrequency of occurrence;
- to exclude the dilutive effects of acquisitions or joint ventures;
- to exclude the effect of any change in the outstanding shares of our common stock by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends;
- to exclude the effects of the award of bonuses under our bonus plans;
- to exclude any impairment of long-lived assets including goodwill, investments in non-affiliated entities and intangible asset impairment charges that are required to be recorded under GAAP;
- to exclude other events that are significant but not related to ongoing business operations, such as large charitable donations;
- to assume that any business divested by us achieved performance objectives at targeted levels during the balance of a performance period following such divestiture;
- to include non-operational credits (i.e., situations when directly related amounts have not been previously charged to our results of operations); and
- to the extent that an award is not intended to qualify as Section 162(m) performance-based compensation, to make any other adjustments selected by the Plan Administrator.

**Other Stock Awards.** Other forms of stock awards valued in whole or in part with reference to our common stock may be granted. Subject to the terms of the Proposed 2007 Plan and the limitations set forth above (including the limitations described in *Vesting Acceleration Only in Limited Circumstances* above), the Plan Administrator will have sole and complete authority to determine the persons to whom and the times at which such other stock awards will be granted, the number of shares of our common stock to be granted and all other conditions of such other stock awards. In the event that a participant's continuous service terminates due to his or her death, then any such other stock awards held by the participant will become fully vested.

**Clawback Policy.** Granted awards will be subject to recoupment in accordance with any clawback policy that we are required to adopt pursuant to the listing standards of any national securities exchange or association on which our securities are listed or as is otherwise required by the Dodd Frank Act or other applicable law. In addition, the Plan Administrator may impose other clawback, recovery, or recoupment provisions in an award agreement as the Plan Administrator determines necessary or appropriate, including a reacquisition right in respect of previously acquired shares of our common stock or other cash or property upon the occurrence of cause.

**Changes in Capitalization.** In the event of certain capitalization adjustments, the Plan Administrator will proportionately adjust: (i) the class(es) and maximum number of securities subject to the Proposed 2007 Plan; (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of ISOs; (iii) the class(es) and maximum number of securities that may be awarded to any person pursuant to the annual per-participant limits under the Proposed 2007 Plan; and (iv) the class(es) and number of securities and price per share of stock subject to outstanding stock awards.

**Corporate Transaction; Change in Control.** Except as otherwise stated in a stock award agreement, in the event of a corporate transaction or a change in control (as defined in the Proposed 2007 Plan and described below), outstanding stock awards under the Proposed 2007 Plan may be assumed, continued, or substituted by the surviving or acquiring corporation (or its parent company). Except as otherwise stated in a stock award agreement, if the surviving or acquiring corporation (or its parent company) does not assume, continue, or substitute such stock awards, then (i) contingent upon the effectiveness of the corporate transaction or change in control, any such stock awards that are held by participants whose continuous service has not terminated prior to the effective time of the corporate transaction or change in control will become fully vested and exercisable, and such stock awards will be terminated if not exercised prior to the effective time of the corporate transaction or change in control and any reacquisition or repurchase rights held by us with respect to such stock awards will lapse, and (ii) all other stock awards will be terminated if not exercised prior to the effective time of the corporate transaction or change in control, provided that any reacquisition or repurchase rights held by us with respect to such stock awards may continue to be exercised.

For purposes of the Proposed 2007 Plan, a corporate transaction will be deemed to occur in the event of the consummation of: (i) a sale or other disposition of all or substantially all of our consolidated assets or of at least 50% of our outstanding securities, in the case of awards granted on or after the date of the 2012 Annual Meeting of Stockholders, and at least 90% of our outstanding securities, in the case of awards granted prior to the date of the 2012 Annual Meeting of Stockholders; or (ii) a merger, consolidation, or similar transaction following which (A) we are not the surviving corporation, or (B) we are the surviving corporation but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction.

For purposes of the Proposed 2007 Plan, a change in control will be deemed to occur in the event: (i) a person, entity or group acquires, directly or indirectly, securities of NVIDIA representing more than 50% of the combined voting power of our then outstanding securities, other than by virtue of a merger, consolidation, or similar transaction; (ii) there is consummated a merger, consolidation, or similar transaction and, immediately after the consummation of such transaction, our stockholders immediately prior thereto do not own, directly or indirectly, more than 50% of the combined outstanding voting power of the surviving entity or the parent of the surviving entity in substantially the same proportions as their ownership of our outstanding voting securities immediately prior to such transaction; (iii) there is consummated a sale or other disposition of all or substantially all of our consolidated assets, other than a sale or other disposition to an entity in which more than 50% of the entity's combined voting power is owned by our stockholders in substantially the same proportions as their ownership of our outstanding voting securities immediately prior to such sale or other disposition; or (iv) a majority of our Board becomes comprised of individuals whose nomination, appointment, or election was not approved by a majority of the Board members or their approved successors.

**Plan Amendments and Termination.** The Plan Administrator will have the authority to amend or terminate the Proposed 2007 Plan at any time. However, except as otherwise provided in the Proposed 2007 Plan, no such amendment or termination may materially impair any rights under awards already granted to a participant unless agreed to by the affected participant. We will obtain stockholder approval of any amendment to the Proposed 2007 Plan as required by applicable law and listing requirements. Unless sooner terminated, the Proposed 2007 Plan will automatically terminate on April 26, 2030.

## **U.S. Federal Income Tax Consequences**

The following is a summary of the principal United States federal income taxation consequences to participants and us with respect to participation in the Proposed 2007 Plan. This summary is not intended to be exhaustive, and does not discuss the income tax laws of any local, state or foreign jurisdiction in which a participant may reside. The information is based upon current federal income tax rules and therefore is subject to change when those rules change. Each participant should consult the participant's tax adviser regarding the tax consequences of the grant or exercise of an award or the disposition of stock acquired under the Proposed 2007 Plan. The Proposed 2007 Plan is not qualified under the provisions of Section 401(a) of the Internal Revenue Code and is not subject to any of the provisions of the Employee Retirement Income Security Act of 1974. Our ability to realize the benefit of any tax deductions described below depends on our generation of taxable income as well as the requirement of reasonableness, the provisions of Section 162(m) of the Internal Revenue Code and the satisfaction of our tax reporting obligations.

**Nonstatutory Stock Options.** Generally, there is no taxation upon the grant of an NSO if the stock option is granted with an exercise price equal to the fair market value of the underlying stock on the grant date. On exercise, a participant will recognize ordinary income equal to the excess, if any, of the fair market value on the date of exercise of the stock option over the exercise price. If the participant is employed by us or one of our affiliates, that income will be subject to withholding taxes. The participant's tax basis in those shares will be equal to their fair market value on the date of exercise of the stock option, and the participant's capital gain holding period for those shares will begin on that date.

Subject to the requirement of reasonableness, the provisions of Section 162(m) of the Internal Revenue Code and the satisfaction of a tax reporting obligation, we will generally be entitled to a tax deduction equal to the taxable ordinary income realized by the participant.

**Incentive Stock Options.** The Proposed 2007 Plan provides for the grant of stock options that are intended to qualify as "incentive stock options," as defined in Section 422 of the Internal Revenue Code. Under the Internal Revenue Code, a participant generally is not subject to ordinary income tax upon the grant or exercise of an ISO. If the participant holds a share received on exercise of an ISO for more than two years from the date the stock option was granted and more than one year from the date the stock option was exercised, which is referred to as the required holding period, the difference, if any, between the amount realized on a sale or other taxable disposition of that share and the holder's tax basis in that share will be long-term capital gain or loss.

If, however, a participant disposes of a share acquired on exercise of an ISO before the end of the required holding period, which is referred to as a disqualifying disposition, the participant generally will recognize ordinary income in the year of the disqualifying disposition equal to the excess, if any, of the fair market value of the share on the date the ISO was exercised over the exercise price. However, if the sales proceeds are less than the fair market value of the share on the date of exercise of the stock option, the amount of ordinary income recognized by the participant will not exceed the gain, if any, realized on the sale. If the amount realized on a disqualifying disposition exceeds the fair market value of the share on the date of exercise of the stock option, that excess will be short-term or long-term capital gain, depending on whether the holding period for the share exceeds one year.

For purposes of the alternative minimum tax, the amount by which the fair market value of a share of stock acquired on exercise of an ISO exceeds the exercise price of that stock option generally will be an adjustment included in the participant's alternative minimum taxable income for the year in which the stock option is exercised. If, however, there is a disqualifying disposition of the share in the year in which the stock option is exercised, there will be no adjustment for alternative minimum tax purposes with respect to that share. In computing alternative minimum taxable income, the tax basis of a share acquired on exercise of an ISO is increased by the amount of the adjustment taken into account with respect to that share for alternative minimum tax purposes in the year the stock option is exercised.

We are not allowed an income tax deduction with respect to the grant or exercise of an ISO or the disposition of a share acquired on exercise of an ISO after the required holding period. If there is a disqualifying disposition of a share, however, we are allowed a deduction in an amount equal to the ordinary income includible in income by the participant, subject to Section 162(m) of the Internal Revenue Code and provided that amount constitutes an ordinary and necessary business expense for us and is reasonable in amount, and either the employee includes that amount in income or we timely satisfy our reporting requirements with respect to that amount.

**Restricted Stock Awards.** Generally, the recipient of a restricted stock award will recognize ordinary income at the time the stock is received equal to the excess, if any, of the fair market value of the stock received over any amount paid by the recipient in exchange for the stock. If, however, the stock is not vested when it is received (for example, if the employee is required to work for a period of time in order to have the right to sell the stock), the recipient generally will not recognize income until the stock becomes vested, at which time the recipient will recognize ordinary income equal to the excess, if any, of the fair market value of the stock on the date it becomes vested over any amount paid by the recipient in exchange for the stock. A recipient may, however, file an election with the Internal Revenue Service, within 30 days following his or her receipt of the stock award, to recognize ordinary income, as of the date the recipient receives the award, equal to the excess, if any, of the fair market value of the stock on the date the award is granted over any amount paid by the recipient for the stock.

The recipient's basis for the determination of gain or loss upon the subsequent disposition of shares acquired from stock awards will be the amount paid for such shares plus any ordinary income recognized either when the stock is received or when the stock becomes vested.

Subject to the requirement of reasonableness, the provisions of Section 162(m) of the Internal Revenue Code and the satisfaction of a tax reporting obligation, we will generally be entitled to a tax deduction equal to the taxable ordinary income realized by the recipient of the stock award.

**Restricted Stock Unit Awards.** Generally, the recipient of a restricted stock unit award structured to conform to the requirements of Section 409A of the Internal Revenue Code or an exception to Section 409A of the Internal Revenue Code will recognize ordinary income at the time the stock is delivered equal to the excess, if any, of the fair market value of the shares of our common stock received over any amount paid by the recipient in exchange for the shares of our common stock. To conform to the requirements of Section 409A of the Internal Revenue Code, the shares of our common stock

subject to a restricted stock unit award may generally only be delivered upon one of the following events: a fixed calendar date (or dates), separation from service, death, disability or a change in control. If delivery occurs on another date, unless the restricted stock unit award otherwise complies with or qualifies for an exception to the requirements of Section 409A of the Internal Revenue Code, in addition to the tax treatment described above, the recipient will owe an additional 20% federal tax and interest on any taxes owed.

The recipient's basis for the determination of gain or loss upon the subsequent disposition of shares acquired from a restricted stock unit award will be the amount paid for such shares plus any ordinary income recognized when the stock is delivered.

Subject to the requirement of reasonableness, the provisions of Section 162(m) of the Internal Revenue Code and the satisfaction of a tax reporting obligation, we will generally be entitled to a tax deduction equal to the taxable ordinary income realized by the recipient of the stock award.

**Stock Appreciation Rights.** We may grant stock appreciation rights separate from any other award or in tandem with other awards. Where the stock appreciation rights are granted with a strike price equal to the fair market value of the underlying stock on the grant date, the recipient will recognize ordinary income equal to the fair market value of the stock or cash received upon such exercise. Subject to the requirement of reasonableness, the provisions of Section 162(m) of the Internal Revenue Code, and the satisfaction of a tax reporting obligation, we will generally be entitled to a tax deduction equal to the taxable ordinary income realized by the recipient of the stock appreciation right.

**Section 162(m) of the Internal Revenue Code.** Section 162(m) of the Internal Revenue Code disallows a deduction to any publicly held corporation and its affiliates for certain compensation paid to "covered employees" in a taxable year to the extent that compensation to a covered employee exceeds \$1 million. Prior to the enactment of the Tax Cuts and Jobs Act, compensation that qualified as "performance-based compensation" under Section 162(m) of the Internal Revenue Code was not subject to this deduction limitation. Pursuant to the Tax Cuts and Jobs Act, this exception for "performance-based compensation" under Section 162(m) of the Internal Revenue Code was repealed with respect to taxable years beginning after December 31, 2017, except that certain transition relief is provided by the Tax Cuts and Jobs Act for remuneration provided pursuant to a written binding contract which was in effect on November 2, 2017 and which was not modified in any material respect on or after such date. As a result, compensation paid to any of our "covered employees" in excess of \$1 million per taxable year generally will not be deductible unless, among other requirements, it is intended to qualify, and is eligible to qualify, as "performance-based compensation" under Section 162(m) of the Internal Revenue Code pursuant to the transition relief provided by the Tax Cuts and Jobs Act. Because of certain ambiguities and uncertainties as to the application and interpretation of Section 162(m) of the Internal Revenue Code, as well as other factors beyond the control of the CC, no assurance can be given that any award granted under the Proposed 2007 Plan will be eligible for such transition relief and, therefore, eligible for the "performance-based compensation" exception under Section 162(m) of the Internal Revenue Code.

## New Plan Benefits

Awards under the Proposed 2007 Plan are discretionary and are not subject to set benefits or amounts under the terms of the Proposed 2007 Plan. However, our Board's current policy establishes the number of shares subject to initial and annual stock awards that will be granted to our non-employee directors under the Proposed 2007 Plan. The Board's current policy with respect to stock awards granted to our non-employee directors is described under *Director Compensation* above.

<b>Proposed 2007 Plan</b>		
<b>Name and Position</b>	<b>Dollar Value</b>	<b>Number of Shares Subject to Stock Awards</b>
Jen-Hsun Huang <sup>(1)</sup> President and CEO	*	*
Colette M. Kress <sup>(1)</sup> Executive Vice President and CFO	*	*
Ajay K. Puri <sup>(1)</sup> Executive Vice President, Worldwide Field Operations	*	*
Debra Shoquist <sup>(1)</sup> Executive Vice President, Operations	*	*
Timothy S. Teter <sup>(1)</sup> Executive Vice President, General Counsel and Secretary	*	*
All Current Executive Officers as a Group <sup>(1)</sup>	*	*
All Current Non-Executive Directors as a Group <sup>(2) (3)</sup>	\$2,250,000	*
All Current and Former Employees as a Group (including all current non-executive officers) <sup>(1)</sup>	*	*

<sup>(1)</sup> The amounts allocable under the Proposed 2007 Plan to our executive officers and other employees are not determinable because the Proposed 2007 Plan does not provide for set benefits or amounts with respect to awards granted under the Proposed 2007 Plan, and we have not approved any awards that are conditioned on stockholder approval of this Proposal 4.

<sup>(2)</sup> On the first trading day following the 2020 Meeting, each of our current non-employee directors (other than Mr. Gaither) will be granted an RSU award covering shares of our common stock with an approximate value of \$225,000, consistent with the Board's current policy as described under *Director Compensation* above. The number of shares subject to such awards is determined on the basis of the average closing price of our common stock over the 60-day period ending the business day prior to the 2020 Meeting and, therefore, is not determinable at this time. Such awards will be granted under the Proposed 2007 Plan if this Proposal 4 is approved by our stockholders.

<sup>(3)</sup> Does not include Mr. Gaither, who is not seeking re-election to our Board effective as of the 2020 Meeting.

## 2007 Plan Benefits

The following table shows, for each of the individuals and the various groups indicated, the number of shares of our common stock subject to awards that have been granted (even if not currently outstanding) under the 2007 Plan since its initial approval by our stockholders in 2007 through April 13, 2020.

<b>2007 Plan</b>	
<b>Name and Position</b>	<b>Number of Shares Subject to Stock Awards</b>
Jen-Hsun Huang President and CEO	5,519,715
Colette M. Kress Executive Vice President and CFO	918,900
Ajay K. Puri Executive Vice President, Worldwide Field Operations	1,511,150
Debora Shoquist Executive Vice President, Operations	1,436,960
Timothy S. Teter Executive Vice President, General Counsel and Secretary	100,745
All Current Executive Officers as a Group	9,487,470
All Current Non-Executive Directors as a Group	2,449,340
All Current and Former Employees as a Group (including all current non-executive officers)	146,476,524
Each Nominee for Director:	
Robert K. Burgess	132,612
Tench Coxe	403,660
Persis S. Drell	33,792
Jen-Hsun Huang	5,519,715
Dawn Hudson	139,266
Harvey C. Jones	373,854
Michael G. McCaffery	33,792
Stephen C. Neal	2,816
Mark L. Perry	277,571
A. Brooke Seawell	370,803
Mark A. Stevens	372,615
Each Associate of any Director, Executive Officer or Nominee	—
Each Other Current and Former 5% Holder or Future 5% Recipient	—

## Proposal 5—Approval of an Amendment and Restatement of our Amended and Restated 2012 Employee Stock Purchase Plan

**What am I voting on?** Approval of an amendment and restatement of our 2012 ESPP.

**Vote required:** A majority of the shares present or represented by proxy.

**Effect of abstentions:** Same as a vote AGAINST.

**Effect of broker non-votes:** None.

For purposes of this Proposal 5, the term “Proposed 2012 ESPP” refers to an amendment and restatement of our 2012 ESPP. Our CC approved the Proposed 2012 ESPP in April 2020, subject to stockholder approval, which we are requesting at the 2020 Meeting.

### Summary of Change

The Proposed 2012 ESPP contains the following material change from the 2012 ESPP:

- *Increased Shares Authorized for Issuance.* An increase of 2,000,000 shares, for an aggregate maximum number of shares of our common stock authorized for issuance under the Proposed 2012 ESPP of 93,432,333 shares, subject to adjustment for certain changes in our capitalization.

As of April 13, 2020, 58,108,549 shares of our common stock remained available for future issuance under the 2012 ESPP and a total of 615,135,104 shares of our common stock were outstanding.

### Purpose of the Proposed 2012 ESPP and Effect of Stockholder Approval

Approval of the Proposed 2012 ESPP will allow us to continue to provide our employees with the opportunity to acquire an ownership interest in NVIDIA through their participation in the Proposed ESPP, encouraging them to remain in our employ and more closely aligning their interests with those of our stockholders.

If this Proposal 5 is approved by our stockholders, the Proposed 2012 ESPP will become effective upon the date of the 2020 Meeting. In the event that our stockholders do not approve this Proposal 5, the Proposed 2012 ESPP will not become effective and our 2012 ESPP will continue in its current form.

### Recommendation of the Board

The Board recommends that you vote **FOR** the approval of the Proposed 2012 ESPP.

## Description of the Proposed 2012 ESPP

The material features of the Proposed 2012 ESPP are outlined below. The following description is a summary only and is qualified in its entirety by reference to the complete text of the Proposed 2012 ESPP, which is appended to this proxy statement as Appendix B and which we encourage stockholders to read in its entirety.

**Purpose and Background.** The Proposed 2012 ESPP is designed to provide certain employees with an opportunity to purchase our common stock, and to motivate those individuals to exert maximum efforts for our success.

The Proposed 2012 ESPP includes two components. One component allows eligible employees to purchase our common stock in a manner that may qualify for favorable tax treatment under Section 423 of the Internal Revenue Code. In addition, purchase rights may be granted under a second component that does not qualify for favorable tax treatment because of deviations necessary to permit participation by eligible employees who are foreign nationals or employed outside of the U.S. while complying with applicable foreign laws.

**Administration.** The Proposed 2012 ESPP is administered by our Board, which has delegated concurrent authority to the CC, but may revert in itself some or all of the delegated power. Each of the Board and the CC is considered to be a Plan Administrator for purposes of this Proposal 5. The Plan Administrator has the final power to construe and interpret both the Proposed 2012 ESPP and the purchase rights granted thereunder. The Plan Administrator has the power, subject to the provisions of the Proposed 2012 ESPP, to determine the provisions of each offering of rights to purchase our common stock, and whether employees of any of our parent or subsidiary companies (or any branch or representative office thereof) will be eligible to participate in the Proposed 2012 ESPP.

**Share Reserve.** Subject to adjustment for certain changes in our capitalization, the aggregate maximum number of shares of our common stock authorized for issuance under the Proposed 2012 ESPP is 93,432,333 shares, which includes 2,000,000 newly requested shares.

If any purchase right granted under the Proposed 2012 ESPP terminates without having been exercised in full, the shares of common stock not purchased will again become available for issuance under the Proposed 2012 ESPP.

**Offering Periods.** Shares of our common stock are offered through a series of offering periods of such duration as determined by the Plan Administrator, provided that in no event may an offering period exceed 27 months. We may have concurrent or overlapping separate offerings which vary in terms. Each offering period has one or more purchase dates, as determined by the Plan Administrator prior to the commencement of that offering period. The Plan Administrator has the authority to alter the duration of subsequent offering periods or change the number of purchase dates within each such offering period. When an eligible employee elects to join an offering period, he or she is granted a purchase right to acquire shares of our common stock on each purchase date within the offering period. On the purchase date, all contributions collected from the participant are automatically applied to the purchase of our common stock, subject to certain limitations.

The Plan Administrator has the discretion to structure an offering so that if the fair market value of our common stock on the first trading day of a new purchase period within the offering period is less than or equal to a participant's offering date price, then with respect to such participant, that offering will terminate immediately as of that first trading day and such participant will be automatically enrolled in a new offering beginning on that trading day.

For purposes of this Proposal 5, a participant's "offering date price" means, with respect to each participant participating in an offering, the fair market value of our common stock on the offering date applicable to such participant (i.e., the date on which such participant is granted a purchase right for such offering).

**Eligibility.** Generally, each employee employed by us, or by any of our parent or subsidiary companies (or by any branch or representative office thereof) designated by the Plan Administrator, may participate in offerings, provided such employee has been in our continuous employment for such period preceding the first day of the offering period as the Plan Administrator may require, but in no event may the required period of continuous employment be equal to or greater than two years. In addition, the Plan Administrator may (unless prohibited by law) provide that an employee will not be eligible to be granted purchase rights unless such employee is customarily employed for more than 20 hours per week and five months per calendar year. The Plan Administrator may provide in any offering that certain of our employees who are "highly compensated" as defined in the Internal Revenue Code are not eligible to participate.

However, no employee is eligible to participate if, immediately after the grant of purchase rights, the employee would own, directly or indirectly, stock possessing 5% or more of the total combined voting power or value of all classes of our stock or of any of our parent or subsidiary companies, including any stock which such employee may purchase under all outstanding purchase rights and options. In addition, no employee may purchase more than \$25,000 worth of our common



stock, valued at the time each purchase right is granted, for each calendar year during which those purchase rights are outstanding.

All of our approximately 14,552 employees as of April 13, 2020 who meet the eligibility requirements set forth above are eligible to participate.

**Participation.** An eligible employee may enroll by delivering to us, prior to the date selected by the Plan Administrator as the beginning of an offering period, an agreement authorizing contributions as specified by the Plan Administrator, which may be up to 15% of such employee's earnings during the applicable period.

**Purchase Price.** The purchase price per share at which shares of our common stock are sold on each purchase date during an offering period will not be less than 85% of the lesser of (i) the fair market value per share of our common stock on that purchase date or (ii) the participant's offering date price (as described in *Offering Periods* above). As of April 13, 2020, the closing price of our common stock as reported on the Nasdaq Global Select Market was \$269.85 per share.

**Payment of Purchase Price; Contributions.** The purchase price of the shares is generally funded by payroll deductions accumulated over the offering period, unless otherwise required by local laws. All contributions made for a participant are credited to his or her account and deposited with our general funds, unless otherwise required by local laws.

**Purchase of Stock.** By executing an agreement to participate, an employee is entitled to purchase shares. The Plan Administrator may specify a maximum number of shares of common stock that each participant may purchase and a maximum aggregate number of shares of common stock that may be purchased by all participants in such offering. If the aggregate number of shares to be purchased upon exercise of outstanding purchase rights in the offering would exceed any such maximum number, the Plan Administrator will make a pro rata allocation of available shares in a uniform and equitable manner. Unless an employee's participation is discontinued, his or her right to purchase shares is exercised automatically on the next purchase date at the applicable price. See *Withdrawal* below.

**Withdrawal.** Participants may withdraw from a given offering period by delivering a form provided by us and terminating their contributions. Such withdrawal may occur at any time prior to the end of an offering, except as otherwise provided by the Plan Administrator. Upon such withdrawal, we will refund accumulated but unused contributions without interest to the employee, and such employee's right to participate in that offering will terminate. An employee's withdrawal from an offering does not affect eligibility to participate in future offerings.

**Termination of Employment.** Purchase rights terminate immediately upon cessation of employment for any reason or if a participant is otherwise no longer eligible to participate, and we will refund all accumulated but unused contributions without interest.

**Restrictions on Transfer and Sales.** Purchase rights are not transferable and may be exercised only by the person to whom such rights are granted, except by will, by the laws of descent and distribution, or, if permitted by us by a beneficiary designation.

**Changes in Capitalization.** In the event of certain capitalization adjustments, the Plan Administrator will proportionately adjust: (i) the class(es) and maximum number of securities subject to the Proposed 2012 ESPP; (ii) the class(es) and number of securities and price per share in effect under each outstanding purchase right; and (iii) the class(es) and number of securities that are the subject of any purchase limits under each ongoing offering.

**Corporate Transaction.** In the event of a corporate transaction (as defined in the Proposed 2012 ESPP and described below), any surviving or acquiring corporation (or its parent company) may assume or continue outstanding purchase rights or substitute similar purchase rights for outstanding purchase rights. If the surviving or acquiring corporation (or its parent company) does not assume or continue such rights or substitute similar rights, then the participants' accumulated contributions will be applied to the purchase of shares of our common stock within 10 business days prior to the corporate transaction, and such outstanding purchase rights will terminate immediately thereafter.

For purposes of the Proposed 2012 ESPP, a corporate transaction generally will be deemed to occur in the event of the consummation of: (i) a sale or other disposition of all or substantially all of our consolidated assets or of at least 50% of our outstanding securities; or (ii) a merger, consolidation or similar transaction following which (A) we are not the surviving corporation, or (B) we are the surviving corporation but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction.

**Plan Amendments and Termination.** The Plan Administrator may amend or terminate the Proposed 2012 ESPP at any time. However, purchase rights granted before amendment or termination of the Proposed 2012 ESPP will not be materially

impaired by any such amendment or termination, except (i) with the consent of the affected participant, (ii) as necessary to comply with any laws, listing requirements or governmental regulations (including Section 423 of the Internal Revenue Code) or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment. We will obtain stockholder approval of any amendment to the Proposed 2012 ESPP as required by applicable law and listing requirements.

### **U.S. Federal Income Tax Consequences**

The following is a summary of the principal United States federal income taxation consequences to employees and us with respect to participation in the component of the Proposed 2012 ESPP intended to qualify as an “employee stock purchase plan” within the meaning of Section 423 of the Internal Revenue Code. This summary is not intended to be exhaustive, and does not discuss the income tax laws of any local, state or foreign jurisdiction in which a participant may reside or the taxation consequences with respect to participation in any component of the Proposed 2012 ESPP not intended to meet the requirements of Section 423 of the Internal Revenue Code. The information is based upon current federal income tax rules and therefore is subject to change when those rules change. Each participant should consult the participant’s tax adviser regarding the tax consequences of the grant or exercise of a purchase right or the disposition of stock acquired. The Proposed 2012 ESPP is not qualified under the provisions of Section 401(a) of the Internal Revenue Code and is not subject to any of the provisions of the Employee Retirement Income Security Act of 1974. Our ability to realize the benefit of any tax deductions described below depends on our generation of taxable income as well as the requirement of reasonableness, the provisions of Section 162(m) of the Internal Revenue Code and the satisfaction of our tax reporting obligations.

A participant will be taxed on amounts withheld for the purchase of shares of our common stock as if such amounts were paid directly to the participant. However, no taxable income will be recognized by a participant, and no deductions will be allowable to us, upon either the grant or exercise of purchase rights. Taxable income will not be recognized until there is a sale or other disposition of the shares acquired, or in the event the participant should die while still owning the purchased shares.

If a participant sells or otherwise disposes of the purchased shares within two years after the beginning of the associated offering period or within one year after the purchase date, then the participant will recognize ordinary income in the year of sale or disposition equal to the amount by which the fair market value of the shares on the purchase date exceeded the purchase price, and we will be entitled to an income tax deduction, for the taxable year in which such disposition occurs, equal in amount to such excess. The participant will also recognize a capital gain to the extent the amount realized upon the sale of the shares exceeds the sum of the aggregate purchase price for those shares and the ordinary income recognized in connection with their acquisition.

If the participant sells or otherwise disposes of the purchased shares more than two years after the beginning of the associated offering period and more than one year after the purchase date, the participant will generally recognize ordinary income in the year of sale or disposition equal to the lesser of (a) the excess of the fair market value of the shares at the time of such sale or disposition over the purchase price or (b) the excess of the fair market value of the shares as of the beginning of the offering period over the purchase price (determined as of the beginning of the offering period). Any further gain or any loss will be taxed as a long-term capital gain or loss. We will not be entitled to an income tax deduction with respect to such disposition.

If the participant still owns the purchased shares at the time of death, then a transfer by the estate will be considered a distribution and the lesser of the following amounts will be treated as ordinary income: (a) the excess of the fair market value of the shares at the time of death over the purchase price or (b) the excess of the fair market value of the shares as of the beginning of the offering period over the purchase price (determined as of the beginning of the offering period). Any further gain or any loss will be taxed as a long-term capital gain or loss.

### **New Plan Benefits**

Participation will be voluntary and each eligible employee will make his or her own decision whether and to what extent to participate. In addition, we have not approved any grants of purchase rights that are conditioned on stockholder approval of this Proposal 5. Accordingly, we cannot currently determine the benefits or number of shares that will be received in the future by individual employees or groups of employees. Our non-employee directors will not be eligible to participate.

## 2012 ESPP Benefits

The following table shows, for each of the individuals and the various groups indicated, the number of shares of our common stock that have been purchased under the 2012 ESPP since its initial approval by our stockholders in 2012 through April 13, 2020.

<b>2012 ESPP</b>	
<b>Name and Position</b>	<b>Number of Shares Purchased</b>
Jen-Hsun Huang President and CEO	5,520
Colette M. Kress Executive Vice President and CFO	735
Ajay K. Puri Executive Vice President, Worldwide Field Operations	8,584
Debra Shoquist Executive Vice President, Operations	8,464
Timothy S. Teter Executive Vice President, General Counsel and Secretary	888
All Current Executive Officers as a Group	24,191
All Current Non-Executive Directors as a Group	—
All Current and Former Employees as a Group (including all current non-executive officers)	30,602,891
Each Nominee for Director:	
Robert K. Burgess	—
Tench Coxe	—
Persis S. Drell	—
Jen-Hsun Huang	5,520
Dawn Hudson	—
Harvey C. Jones	—
Michael G. McCaffery	—
Stephen C. Neal	—
Mark L. Perry	—
A. Brooke Seawell	—
Mark A. Stevens	—
Each Associate of any Director, Executive Officer or Nominee	—
Each Other Current and Former 5% Holder or Future 5% Recipient	—

## Equity Compensation Plan Information

The number of shares issuable upon exercise of outstanding stock options, RSUs, and PSUs, the weighted-average exercise price of outstanding stock options, and the number of stock awards remaining for future issuance under each of our equity compensation plans as of January 26, 2020 are summarized as follows:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (\$) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders <sup>(1)</sup>	3,646,391	14.34 <sup>(2)</sup>	87,413,373 <sup>(3)</sup>
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>3,646,391</b>	<b>14.34 <sup>(2)</sup></b>	<b>87,413,373 <sup>(3)</sup></b>

<sup>(1)</sup> This row includes our 2007 Plan and our 2012 ESPP. Under our 2012 ESPP, participants are permitted to purchase our common stock at a discount on certain dates through payroll deductions within a pre-determined purchase period. Accordingly, the number of shares to be issued upon exercise of outstanding rights under our 2012 ESPP as of January 26, 2020 is not determinable.

<sup>(2)</sup> Represents the weighted-average exercise price of outstanding stock options only.

<sup>(3)</sup> As of January 26, 2020, the number of shares that remained available for future issuance under the 2007 Plan is 28,668,749, and the number of shares that remained available for future issuance under the 2012 ESPP is 58,744,624, of which up to a maximum of 39,225,000 shares may be purchased under the 2012 ESPP in the current purchase period which runs until August 31, 2020.

## Additional Information

### Delinquent Section 16(a) Reports

Section 16(a) of the Exchange Act requires our executive officers, directors and persons who own more than 10% of a registered class of our equity securities to file initial reports of ownership and reports of changes in ownership of our common stock and other equity securities with the SEC. Executive officers, directors and greater than 10% stockholders are required by SEC regulations to furnish us with copies of all Section 16(a) forms they file.

To our knowledge, based solely on a review of the copies of such reports furnished to us and written representations that no other reports were required, all Section 16(a) filing requirements applicable to individuals who were, during Fiscal 2020, our executive officers, directors and greater than 10% beneficial owners were complied with, except for Mr. McCaffery, who filed one late Form 4 pertaining to one transaction.

## Other Matters

The Board knows of no other matters that will be presented for consideration at the 2020 Meeting. If any other matters are properly brought before the 2020 Meeting, it is the intention of the persons named in the accompanying proxy to vote on such matters in accordance with their best judgment.

By Order of the Board of Directors



**Timothy S. Teter**

Secretary

April 29, 2020

**A COPY OF OUR ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED JANUARY 26, 2020 AS FILED WITH THE SEC IS BEING FURNISHED TO STOCKHOLDERS CONCURRENTLY HEREWITH. STOCKHOLDERS MAY SUBMIT A WRITTEN REQUEST FOR AN ADDITIONAL COPY OF THE ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED JANUARY 26, 2020 TO: INVESTOR RELATIONS, NVIDIA CORPORATION, 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA, CALIFORNIA 95051. WE WILL ALSO FURNISH A COPY OF ANY EXHIBIT TO THE ANNUAL REPORT ON FORM 10-K IF SPECIFICALLY REQUESTED IN WRITING.**

*NVIDIA and the NVIDIA logo are either registered trademarks or trademarks of NVIDIA Corporation in the United States and other countries. Other company names used in this publication are for identification purposes only and may be trademarks of their respective companies.*

## APPENDIX A

### NVIDIA Corporation Amended and Restated 2007 Equity Incentive Plan

Approved by the Compensation Committee: April 24, 2007

Approved by the Stockholders: June 21, 2007

Amended by the Compensation Committee: November 11, 2010

Amended and Restated by the Compensation Committee: March 22, 2012

Approved by the Stockholders: May 17, 2012

Amended and Restated by the Compensation Committee: April 9, 2014

Approved by the Stockholders: May 23, 2014

Amended and Restated by the Compensation Committee: April 5, 2016

Approved by the Stockholders: May 18, 2016

Amended and Restated by the Compensation Committee: April 3, 2018

Approved by the Stockholders: May 16, 2018

Amended and Restated by the Compensation Committee: April 27, 2020

Approved by the Stockholders: [June 9, 2020]

Termination Date: April 26, 2030

#### 1. General.

(a) **Successor and Continuation of Prior Plans.** The Plan is intended as the successor to and continuation of the NVIDIA Corporation 1998 Equity Incentive Plan (the "**1998 Plan**"), the NVIDIA Corporation 1998 Non-Employee Directors' Stock Option Plan, the NVIDIA Corporation 2000 Nonstatutory Equity Incentive Plan, and the PortalPlayer, Inc. 2004 Stock Incentive Plan (together, the "**Prior Plans**"). Following the Effective Date, no additional stock awards will be granted under any of the Prior Plans and all newly granted Stock Awards will be subject to the terms of this Plan except as follows: from the Effective Date until September 30, 2007 (the "**Transition Date**") (during which time the Company anticipates taking such steps as are necessary or appropriate to permit participation in the Plan by Employees, Directors or Consultants who are foreign nationals or are employed outside the United States), the Company may grant stock awards subject to the terms of the 1998 Plan covering up to an aggregate of 100,000 shares of Common Stock to newly hired employees of the Company and its Affiliates who are foreign nationals or are employed outside the United States (such 100,000 share reserve, the "**Foreign Transition Reserve**"). On the Effective Date, all of the shares remaining available for issuance under the Prior Plans will become available for issuance under the Plan; *provided, however*, that the issuance of shares upon the exercise of options or the settlement of stock awards granted under the Prior Plans (including the issuance of shares upon the exercise or settlement of any awards granted following the Effective Date subject to the terms of the 1998 Plan from the Foreign Transition Reserve) will occur from this Plan and will reduce the number of shares of Common Stock available for issuance under this Plan as provided in Section 3 below. Any shares of Common Stock subject to outstanding options and stock awards granted under the Prior Plans that expire or terminate for any reason prior to exercise or settlement (collectively, the "**Prior Plans' Returning Shares**") will become available for issuance pursuant to Stock Awards granted hereunder. Except as expressly set forth in this Section 1(a), all options and stock awards granted under the Prior Plans will remain subject to the terms of the Prior Plans with respect to which they were originally granted.

(b) **Eligible Award Recipients.** The persons eligible to receive Awards are Employees, Directors and Consultants.

(c) **Available Awards.** The Plan provides for the grant of the following Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Restricted Stock Awards, (iv) Restricted Stock Unit Awards, (v) Stock Appreciation Rights, (vi) Performance Stock Awards, (vii) Performance Cash Awards, and (viii) Other Stock Awards.

(d) **Purpose.** The Company, by means of the Plan, seeks to secure and retain the services of the group of persons eligible to receive Awards as set forth in Section 1(b), to provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate, and to provide a means by which such eligible recipients may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Stock Awards.

(e) **Section 162(m) Transition Relief.** Notwithstanding anything in the Plan to the contrary, any reference in the Plan to "performance-based compensation" under Section 162(m) of the Code will only apply to any Award that is intended, and is eligible, to qualify as such pursuant to the transition relief provided by the Tax Cuts and Jobs Act (the "**TCJA**") for remuneration provided by a written binding contract which was in effect on November 2, 2017 and which was not subsequently materially modified, as determined by the Board, in its sole discretion, in accordance with the TCJA and any applicable guidance, rulings or regulations issued by any governmental authority.

## 2. Administration.

(a) **Administration by Board.** The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) **Powers of Board.** The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine from time to time (A) which of the persons eligible under the Plan will be granted Awards; (B) when and how each Award will be granted; (C) what type or combination of types of Award will be granted; (D) the provisions of each Award granted (which need not be identical), including the time or times when a person will be permitted to receive cash or Common Stock pursuant to a Stock Award; (E) the number of shares of Common Stock subject to, or the cash value of, an Award; and (F) the Fair Market Value applicable to a Stock Award.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement or in the written terms of a Performance Cash Award, in a manner and to the extent it will deem necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate the time at which an Award may be exercised or the time during which an Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Award stating the time at which it may be exercised or the time during which it will vest (or at which cash or shares of Common Stock may be issued); *provided, however,* that notwithstanding the foregoing or anything in the Plan to the contrary, the time at which a Participant's Award may be exercised or the time during which a Participant's Award or any part thereof will vest may only be accelerated in the event of the Participant's death or Disability or in the event of a Corporate Transaction or Change in Control.

(v) To suspend or terminate the Plan at any time. Except as otherwise provided in the Plan or an Award Agreement, suspension or termination of the Plan will not materially impair a Participant's rights under his or her then-outstanding Award without his or her written consent.

(vi) To amend the Plan in any respect the Board deems necessary or advisable, including, without limitation, relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or to bring the Plan or Awards granted under the Plan into compliance therewith, subject to the limitations, if any, of applicable law. However, except as provided in Section 9(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan that either (i) materially increases the number of shares of Common Stock available for issuance under the Plan, (ii) materially expands the class of individuals eligible to receive Awards under the Plan, (iii) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (iv) materially extends the term of the Plan, or (v) materially expands the types of Awards available for issuance under the Plan, but only to the extent required by applicable law or listing requirements. Except as otherwise provided in the Plan or an Award Agreement, rights under any Award granted before amendment of the Plan will not be materially impaired by any amendment of the Plan unless (i) the Company requests the consent of the affected Participant, and (ii) such Participant consents in writing.

(vii) To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of (i) Section 162(m) of the Code and the regulations thereunder regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to Covered Employees, (ii) Section 422 of the Code regarding Incentive Stock Options, or (iii) Rule 16b-3.

(viii) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; provided however, that, except with respect to amendments that disqualify or impair the status of an Incentive Stock Option or as otherwise provided in the Plan or an Award Agreement, the rights under any Award will not be materially impaired by any such amendment unless (i) the Company requests the consent of the affected Participant, and (ii) such Participant consents in writing. Notwithstanding the foregoing, subject to the limitations of applicable law, if any, and without the affected Participant's consent, the Board may amend the terms of any one or more Awards if necessary (A) to maintain the qualified status of the Award as an Incentive Stock Option, (B) to clarify the manner of exemption from, or to bring the Award into compliance with, Section 409A of the Code and the related guidance thereunder, or (C) to comply with other applicable laws.

(ix) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Awards.

(x) To adopt such procedures or terms and sub-plans (none of which will be inconsistent with the provisions of the Plan) as are necessary or desirable to permit or facilitate participation in the Plan by Employees, Directors or Consultants who are foreign nationals or employed or located outside the United States.

(c) **Delegation to Committee.**

(i) **General.** The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board or Committee (as applicable). The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revert in the Board some or all of the powers previously delegated.

(ii) **Section 162(m) and Rule 16b-3 Compliance.** The Committee may consist solely of two or more Outside Directors, in accordance with Section 162(m) of the Code, or solely of two or more Non-Employee Directors, in accordance with Rule 16b-3. In addition, the Board or the Committee, in its sole discretion, may (A) delegate to a Committee who need not be Outside Directors the authority to grant Awards to eligible persons who are either (I) not then Covered Employees and are not expected to be Covered Employees at the time of recognition of income resulting from such Stock Award, or (II) not persons with respect to whom the Company wishes to comply with Section 162(m) of the Code, and/or (B) delegate to a Committee who need not be Non-Employee Directors the authority to grant Stock Awards to eligible persons who are not then subject to Section 16 of the Exchange Act.

(d) **Delegation to Officers.** The Board may delegate to one or more Officers the authority to do one or both of the following (i) designate Employees who are not Officers to be recipients of Options and SARs (and, to the extent permitted by applicable law, other Stock Awards) and, to the extent permitted by applicable law, the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; *provided, however*, that the Board resolutions regarding such delegation will specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Any such Stock Awards will be granted on the form of Stock Award Agreement most recently approved for use by the Committee or the Board, unless otherwise provided in the resolutions approving the delegation authority. Notwithstanding anything to the contrary in this Section 2(d), the Board may not delegate to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) the authority to determine the Fair Market Value pursuant to Section 13(x)(iii) below.

(e) **Effect of Board's Decision.** All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

(f) **Cancellation and Re-Grant of Stock Awards.** Neither the Board nor any Committee will have the authority to: (i) reduce the exercise or strike price of any outstanding Options or Stock Appreciation Rights under the Plan, or (ii) cancel any outstanding Options or Stock Appreciation Rights that have an exercise price or strike price greater than the current Fair Market Value in exchange for cash or other Stock Awards under the Plan, unless the stockholders of the Company have approved such an action within twelve (12) months prior to such an event.

(g) **Dividends and Dividend Equivalents.** Dividends or dividend equivalents may be paid or credited, as applicable, with respect to any shares of Common Stock subject to an Award, as determined by the Board and contained in the applicable Award Agreement; *provided, however*, that (i) no dividends or dividend equivalents may be paid with respect to any such shares before the date such shares have vested under the terms of such Award Agreement, (ii) any dividends or dividend equivalents that are credited with respect to any such shares will be subject to all of the terms and conditions applicable to such shares under the terms of such Award Agreement (including, but not limited to, any vesting conditions), and (iii) any dividends or dividend equivalents that are credited with respect to any such shares will be forfeited to the Company on the date, if any, such shares are forfeited to or repurchased by the Company due to a failure to meet any vesting conditions under the terms of such Award Agreement.

3. **Shares Subject to the Plan.**

(a) **Share Reserve.** Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate number of shares of Common Stock of the Company that may be issued pursuant to Stock Awards after the Effective Date will not exceed 244,367,766 shares (the "**2007 Plan Reserve**"). Such maximum number of shares reserved for issuance consists of (i) 152,767,766 shares<sup>1</sup>, which is the total reserve that the Company's stockholders approved at the Company's

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<sup>1</sup> The initial 101,845,177 shares approved in June 2007 were adjusted to 152,767,766 pursuant to a 3-for-2 stock split effective September 10, 2007.



2007 Annual Meeting of Stockholders, including but not limited to the shares remaining available for issuance under the Prior Plans on the Effective Date and the Prior Plans' Returning Shares, (ii) 25,000,000 shares that were approved at the Company's 2012 Annual Meeting of Stockholders (and reapproved at the Company's 2013 Annual Meeting of Stockholders), (iii) 10,000,000 shares that were approved at the Company's 2014 Annual Meeting of Stockholders, (iv) 18,800,000 shares that were approved at the Company's 2016 Annual Meeting of Stockholders, (v) 23,000,000 shares that were approved at the Company's 2018 Annual Meeting of Stockholders, and (vi) 14,800,000 shares that were approved at the Company's 2020 Annual Meeting of Stockholders. For clarity, the 2007 Plan Reserve in this Section 3(a) is a limitation on the number of shares of Common Stock that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a). Shares may be issued in connection with a merger or acquisition as permitted by Nasdaq Listing Rule 5635(c) or, if applicable, NYSE Listed Company Manual Section 303A.08, AMEX Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Plan.

**(b) Reversion of Shares to the Share Reserve.**

(i) **Shares Available For Subsequent Issuance.** If any (x) Stock Award shall for any reason expire or otherwise terminate, in whole or in part, without having been exercised in full, (y) shares of Common Stock issued to a Participant pursuant to a Stock Award are forfeited to or repurchased by the Company at their original exercise or purchase price pursuant to the Company's reacquisition or repurchase rights under the Plan, including any forfeiture or repurchase caused by the failure to meet a contingency or condition required for the vesting of such shares, or (z) Stock Award is settled in cash, then the shares of Common Stock not issued under such Stock Award, or forfeited to or repurchased by the Company, shall revert to and again become available for issuance under the Plan.

(ii) **Shares Not Available for Subsequent Issuance.** If any shares subject to a Stock Award are not delivered to a Participant because such shares are withheld by the Company to satisfy the exercise or purchase price of a Stock Award (including any shares subject to a Stock Award that are not delivered to a Participant because the Stock Award is exercised through a reduction of shares subject to the Stock Award (*i.e.*, "net exercised")) or an appreciation distribution in respect of a Stock Appreciation Right is paid in shares of Common Stock, the number of shares subject to the Stock Award that are not delivered to the Participant shall not remain available for subsequent issuance under the Plan. If any shares subject to a Stock Award are not delivered to a Participant because such shares are withheld by the Company in satisfaction of the withholding of taxes incurred in connection with a Stock Award, the number of shares that are not delivered to the Participant shall not remain available for subsequent issuance under the Plan. If the exercise or purchase price of any Stock Award, or the withholding of taxes incurred in connection with a Stock Award, is satisfied by tendering shares of Common Stock held by the Participant (either by actual delivery or attestation), then the number of shares so tendered shall not remain available for subsequent issuance under the Plan. If any shares of Common Stock are repurchased by the Company on the open market with the proceeds of the exercise or purchase price of a Stock Award, then the number of shares so repurchased shall not remain available for subsequent issuance under the Plan.

(c) **Incentive Stock Option Limit.** Subject to the 2007 Plan Reserve and the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options under the Plan (including Incentive Stock Options granted under the Prior Plans) will be 250,000,000 shares of Common Stock.

(d) **Individual Award Limitations.** Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, no Participant will be eligible to be granted during any fiscal year:

- (i) Options, Stock Appreciation Rights and Other Stock Awards whose value is determined by reference to an increase over an exercise or strike price of at least one hundred percent (100%) of the Fair Market Value on the date the Stock Award is granted covering more than 2,000,000 shares of Common Stock;
- (ii) Performance Stock Awards covering more than 2,000,000 shares of Common Stock; and
- (iii) Performance Cash Awards with a value of more than \$6,000,000.

If a Performance Stock Award is in the form of an Option, it will count only against the Performance Stock Award limit. If a Performance Stock Award could be paid out in cash, it will count only against the Performance Stock Award limit.

(e) **Source of Shares.** The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

**4. Eligibility.**

(a) **Eligibility for Specific Stock Awards.** Incentive Stock Options may be granted only to employees of the Company or a "parent corporation" or "subsidiary corporation" thereof (as such terms are defined in Sections 424(e) and 424(f) of the

Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants; *provided, however*, that Stock Awards may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any “parent” of the Company, as such term is defined in Rule 405 of the Securities Act, unless (i) the stock underlying such Stock Awards is treated as “service recipient stock” under Section 409A of the Code (for example, because the Stock Awards are granted pursuant to a corporate transaction such as a spin off transaction), (ii) the Company, in connection with its legal counsel, has determined that such Stock Awards are otherwise exempt from Section 409A of the Code, or (iii) the Company, in connection with its legal counsel, has determined that such Stock Awards comply with the distribution requirements of Section 409A of the Code.

(b) **Ten Percent Stockholders.** A Ten Percent Stockholder will not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

(c) **Consultants.** A Consultant will be eligible for the grant of an Award only if, at the time of grant, a Form S-8 Registration Statement under the Securities Act or a successor or similar form under the Securities Act (“**Form S-8**”) is available to register either the offer or the sale of the Company’s securities to such Consultant because of the nature of the services that the Consultant is providing to the Company, because the Consultant is a natural person, or because of any other rule governing the use of Form S-8.

## 5. Provisions Relating to Options and Stock Appreciation Rights.

Each Option or SAR will be in such form and will contain such terms and conditions as the Board will deem appropriate. All Options will be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided, however*, that each Award Agreement will include (through incorporation of provisions hereof by reference in the Award Agreement or otherwise) the substance of each of the following provisions:

(a) **Term.** Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR will be exercisable after the expiration of ten (10) years from the date of its grant or such shorter period specified in the Award Agreement (the “**Expiration Date**”).

(b) **Exercise Price.** Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, and notwithstanding anything in the Award Agreement to the contrary, the exercise or strike price of each Option or SAR will not be less than the Fair Market Value subject to the Option or SAR on the date the Award is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than the Fair Market Value subject to the Award if such Award is granted pursuant to an assumption or substitution for another option or stock appreciation right in a manner consistent with the provisions of Section 409A and, if applicable, Section 424(a) of the Code. Each SAR will be denominated in shares of Common Stock equivalents.

(c) **Consideration.** The purchase price of Common Stock acquired pursuant to the exercise of an Option will be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board will have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The methods of payment permitted by this Section 5(c) are:

- (i) by cash, check, bank draft, money order or electronic funds transfer payable to the Company;
- (ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;
- (iii) if an option is a Nonstatutory Stock Option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company will accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; *provided, further*, that shares of Common Stock will no longer be outstanding under an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are reduced to pay the exercise price pursuant to the “net exercise,” (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(iv) in any other form of legal consideration that may be acceptable to the Board and specified in the applicable Award Agreement.

(d) **Exercise and Payment of a SAR.** To exercise any outstanding SAR, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Stock Appreciation Right Agreement evidencing such SAR. The appreciation distribution payable on the exercise of a SAR will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the SAR) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such SAR, and with respect to which the Participant is exercising the SAR on such date, over (B) the strike price. The appreciation distribution may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Award Agreement evidencing such SAR.

(e) **Transferability of Options and SARs.** The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board will determine. If the Board determines that an Option or SAR will be transferable, the Option or SAR will contain such additional terms and conditions as the Board deems appropriate. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs will apply:

(i) **Restrictions on Transfer.** An Option or SAR will not be transferable except by will or by the laws of descent and distribution (or pursuant to subsections (ii) and (iii) below) and will be exercisable during the lifetime of the Participant only by the Participant; *provided, however*, that the Board may, in its sole discretion, permit transfer of the Option or SAR in a manner consistent with applicable tax and securities laws upon the Participant's request. Except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration.

(ii) **Domestic Relations Orders.** Notwithstanding the foregoing, subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to a domestic relations order or official marital settlement agreement; *provided, however*, that an Incentive Stock Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) **Beneficiary Designation.** Notwithstanding the foregoing, subject to the approval of the Board or a duly authorized Officer, a Participant may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company (or the designated broker), designate a third party who, in the event of the death of the Participant, will thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, the executor or administrator of the Participant's estate (or other party legally entitled to the Option or SAR proceeds) will be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. However, the Company may prohibit designation of a beneficiary at any time, including due to any conclusion by the Company that such designation would be inconsistent with the provisions of applicable laws or difficult to administer.

(f) **Vesting Generally.** The total number of shares of Common Stock subject to an Option or SAR may vest and therefore become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of Performance Goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary; *provided, however*, that in all cases, in the event that a Participant's Continuous Service terminates as a result of his or her death, then the Option or SAR will become fully vested and exercisable as of the date of termination of Continuous Service. The provisions of this Section 5(f) are subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

(g) **Termination of Continuous Service.** Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, in the event that a Participant's Continuous Service terminates (other than for Cause or upon the Participant's death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Award as of the date of termination of Continuous Service) but only within such period of time ending on the earlier of (i) the date 90 days following the termination of the Participant's Continuous Service, or (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Award Agreement (as applicable), the Option or SAR will terminate.

(h) **Extension of Termination Date.** If the exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause or upon the Participant's death or Disability) would either (i) be prohibited solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, or (ii) subject the Participant to short-swing liability under Section 16(b) of the Exchange Act due to a transaction engaged in by the Participant prior to his or her termination of Continuous Service, then the Option or SAR will terminate on the earlier

of (A) the expiration of a period of 90 days after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of such registration requirements and would not subject the Participant to short-swing liability under Section 16(b) of the Exchange Act, or (B) the expiration of the term of the Option or SAR as set forth in the Award Agreement. All determinations under this Section 5(h) will be made in the sole discretion of the Board.

(i) **Disability of Participant.** Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, in the event that a Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date 12 months following such termination of Continuous Service, or (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the time specified herein or in the Award Agreement (as applicable), the Option or SAR will terminate.

(j) **Death of Participant.** Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, in the event that (i) a Participant's Continuous Service terminates as a result of the Participant's death (which termination event will give rise to acceleration of vesting as described in Section 5(f) above), or (ii) the Participant dies within the period (if any) specified in the Award Agreement after the termination of the Participant's Continuous Service for a reason other than death (which event will not give rise to acceleration of vesting as described in Section 5(f) above), then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant's estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant's death, but only within the period ending on the earlier of (A) the date 18 months following the date of death, or (B) the expiration of the term of such Option or SAR as set forth in the Award Agreement. If, after the Participant's death, the Option or SAR is not exercised within the time specified herein or in the Award Agreement (as applicable), the Option or SAR will terminate.

(k) **Termination for Cause.** Except as explicitly provided otherwise in a Participant's Award Agreement, or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant's Continuous Service is terminated for Cause, the Option or SAR will terminate immediately upon such Participant's termination of Continuous Service, and the Participant will be prohibited from exercising his or her Option or SAR from and after the time of such termination of Continuous Service.

(l) **Non-Exempt Employees.** No Option or SAR granted to an Employee that is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, will be first exercisable for any shares of Common Stock until at least six (6) months following the date of grant of the Option or SAR (although the Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt Employee dies or suffers a Disability, (ii) upon a Corporate Transaction in which such Option or SAR is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant's retirement (as such term may be defined in the Participant's Award Agreement or in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options and SARs may be exercised earlier than six (6) months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay. To the extent permitted and/or required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee in connection with the exercise, vesting or issuance of any shares under any other Stock Award will be exempt from the employee's regular rate of pay, the provisions of this Section 5(k) will apply to all Stock Awards and are hereby incorporated by reference into such Stock Award Agreements.

## 6. Provisions of Stock Awards other than Options and SARs.

(a) **Restricted Stock Awards.** Each Restricted Stock Award Agreement will be in such form and will contain such terms and conditions as the Board will deem appropriate. To the extent consistent with the Company's Bylaws, at the Board's election, shares of Common Stock may be (x) held in book entry form subject to the Company's instructions until any restrictions relating to the Restricted Stock Award lapse; or (y) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical, *provided, however*, that each Restricted Stock Award Agreement will include (through incorporation of the provisions hereof by reference in the Award Agreement or otherwise) the substance of each of the following provisions:

(i) **Consideration.** A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft, money order or electronic funds transfer payable to the Company, (B) past services rendered to the Company or an Affiliate, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) **Vesting.** Shares of Common Stock awarded under a Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board; *provided, however*, that in all cases, in the event a Participant's Continuous Service terminates as a result of his or her death, then the Restricted Stock Award will become fully vested as of the date of termination of Continuous Service.

(iii) **Termination of Participant's Continuous Service.** In the event a Participant's Continuous Service terminates, the Company may receive via a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant which have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) **Transferability.** Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement will be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board will determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(b) **Restricted Stock Unit Awards.** Each Restricted Stock Unit Award Agreement will be in such form and will contain such terms and conditions as the Board will deem appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical, *provided, however*, that each Restricted Stock Unit Award Agreement will include (through incorporation of the provisions hereof by reference in the Award Agreement or otherwise) the substance of each of the following provisions:

(i) **Consideration.** At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board in its sole discretion and permissible under applicable law.

(ii) **Vesting.** At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate; *provided, however*, that in all cases, in the event a Participant's Continuous Service terminates as a result of his or her death, then the Restricted Stock Unit Award will become fully vested as of the date of termination of Continuous Service.

(iii) **Payment.** A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) **Additional Restrictions.** At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) **Termination of Participant's Continuous Service.** Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(c) **Performance Awards.**

(i) **Performance Stock Awards.** A Performance Stock Award is a Stock Award that is payable (including that may be granted, vest or exercised) contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Stock Award may require the completion of a specified period of Continuous Service. In the event a Participant's Continuous Service terminates as a result of his or her death, then the Performance Stock Award will be deemed to have been earned at 100% of the target level of performance, will be fully vested, as of the date of death, and shares thereunder will be issued promptly following the date of death. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained will be conclusively determined by the Committee (or, to the extent that an Award is not intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Board), in its sole discretion. In addition, to the extent permitted by applicable law and the applicable Award Agreement, the Board or the Committee, as applicable, may determine that cash may be used in payment of Performance Stock Awards.

(ii) **Performance Cash Awards.** A Performance Cash Award is a cash award that is payable contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Cash Award may also require the completion of a specified period of Continuous Service. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained will be conclusively determined by the Committee (or, to the extent that an Award is not intended to

qualify as “performance-based compensation” under Section 162(m) of the Code, the Board), in its sole discretion. The Board or the Committee, as applicable, may provide for or, subject to such terms and conditions as the Board or the Committee, as applicable, may specify, may permit a Participant to elect for, the payment of any Performance Cash Award to be deferred to a specified date or event. The Board or the Committee, as applicable, may specify the form of payment of Performance Cash Awards, which may be cash or other property, or may provide for a Participant to have the option for his or her Performance Cash Award, or such portion thereof as the Board or the Committee, as applicable, may specify, to be paid in whole or in part in cash or other property. In addition, to the extent permitted by applicable law and the applicable Award Agreement, the Board or the Committee, as applicable, may determine that Common Stock authorized under this Plan may be used in payment of Performance Cash Awards, including additional shares in excess of the Performance Cash Award as an inducement to hold shares of Common Stock.

(iii) **Section 162(m) Compliance.** Unless otherwise permitted in compliance with the requirements of Section 162(m) of the Code with respect to any Award intended to qualify as “performance-based compensation” thereunder, the Committee will establish the Performance Goals applicable to, and the formula for calculating the amount payable under, the Award no later than the earlier of (a) the date 90 days after the commencement of the applicable Performance Period, and (b) the date on which 25% of the Performance Period has elapsed, and in any event at a time when the achievement of the applicable Performance Goals remains substantially uncertain. Prior to the payment of any compensation under an Award intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Committee will certify the extent to which any Performance Goals and any other material terms under such Award have been satisfied (other than in cases where such relate solely to the increase in the value of the Common Stock). With respect to any Award intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Committee may reduce or eliminate the compensation or economic benefit due upon the attainment of the applicable Performance Goals on the basis of any such further considerations as the Committee, in its sole discretion, may determine.

(d) **Other Stock Awards.** Other forms of Stock Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof may be granted either alone or in addition to Stock Awards provided for under Section 5 and the preceding provisions of this Section 6. Subject to the provisions of the Plan (including, but not limited to, Section 2(g)), the Board will have sole and complete authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards; *provided, however*, that in all cases, in the event a Participant’s Continuous Service terminates as a result of his or her death, then any Other Stock Awards held by such Participant will become fully vested as of the date of termination of Continuous Service.

## 7. Covenants of the Company.

(a) **Availability of Shares.** During the terms of the Stock Awards, the Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy such Stock Awards.

(b) **Securities Law Compliance.** The Company will seek to obtain from each regulatory commission or agency having jurisdiction over the Plan, or any offerings made under the Plan, such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise of the Stock Awards; *provided, however*, that this undertaking will not require the Company to register under the Securities Act the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award nor seek to obtain such approval if the cost or efforts to obtain the approval is unreasonable in relation to the value of the benefits to be provided under the Plan, as determined by the Company in its sole discretion. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained. A Participant will not be eligible for the grant of an Award or the subsequent issuance of cash or Common Stock pursuant to the Award if such grant or issuance would be in violation of any applicable securities laws.

(c) **No Obligation to Notify or Minimize Taxes.** The Company will have no duty or obligation to any Participant to advise such Participant as to the time or manner of exercising such Stock Award. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. Neither the Company nor any of its Affiliates has any duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

## 8. Miscellaneous.

(a) **Use of Proceeds.** Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(b) **Corporate Action Constituting Grant of Stock Awards.** Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement as a result of a clerical error in the papering of the Award Agreement, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement.

(c) **Stockholder Rights.** No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to an Award unless and until (i) such Participant has satisfied all requirements for exercise of, or the issuance of shares under, the Award pursuant to its terms and (ii) the issuance of the Common Stock subject to such Award has been entered into the books and records of the Company.

(d) **No Employment or Other Service Rights.** Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant to the Plan will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause (provided in compliance with applicable local laws and the Employee's employment contract, if any), (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(e) **Change in Time Commitment.** In the event a Participant's regular level of time commitment in the performance of his or her services for the Company or any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee) after the date of grant of any Award to the Participant, the Board has the right in its sole discretion (provided in compliance with applicable local laws) to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced.

(f) **Incentive Stock Option Limitation.** To the extent that the aggregate Fair Market Value (determined at the time of grant) with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds \$100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with the rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s) or any Board or Committee resolutions related thereto.

(g) **Investment Assurances.** The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, will be inoperative if (A) the issuance of the shares upon the exercise or acquisition of Common Stock under the Award has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(h) **Withholding Obligations.** Unless prohibited by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any federal, state, foreign or local tax withholding obligation relating to an Award (including but not limited to income tax, social insurance contributions, payment on account or any other taxes) by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Participant by the Company or an Affiliate) or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award;

*provided, however*, that no shares of Common Stock are withheld with a value exceeding the maximum amount of tax required to be withheld by law (or such other amount as may be necessary to avoid classification of the Stock Award as a liability for financial accounting purposes); (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; or (v) by such other method as may be set forth in the Award Agreement.

(i) **Electronic Delivery.** Any reference herein to a “written” agreement or document will include any agreement or document delivered electronically, filed publicly at [www.sec.gov](http://www.sec.gov) (or any successor website thereto) or posted on the Company’s intranet.

(j) **Deferrals.** To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company or an Affiliate. The Board is authorized to make deferrals of Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant’s termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(k) **Compliance with Section 409A.** Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A of the Code, and, to the extent not so exempt, in compliance with Section 409A of the Code. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A of the Code, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Code is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six (6) month period elapses, with the balance paid thereafter on the original schedule.

(l) **Clawback/Recovery.** All Awards granted under the Plan will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company’s securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of Cause.

## 9. Adjustments upon Changes in Common Stock; Other Corporate Events.

(a) **Capitalization Adjustments.** In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a); (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c); (iii) the class(es) and maximum number of securities that may be awarded to any person pursuant to Section 3(d); and (iv) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board will make such adjustments, and its determination will be final, binding and conclusive.

(b) **Dissolution or Liquidation.** Except as otherwise provided in the Stock Award Agreement, in the event of a dissolution or liquidation of the Company, and upon ten (10) days prior written notice, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to the Company’s right of repurchase or a forfeiture condition) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company’s repurchase rights or a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service, *provided, however*, that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/ or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.



(c) **Corporate Transaction.**

(i) **Stock Awards May Be Assumed.** Except as otherwise stated in the Stock Award Agreement, in the event of a Corporate Transaction, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Stock Awards outstanding under the Plan or may substitute similar stock awards for Stock Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction), and any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to Stock Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), in connection with such Corporate Transaction. A surviving corporation or acquiring corporation (or its parent) may choose to assume or continue only a portion of a Stock Award or substitute a similar stock award for only a portion of a Stock Award.

(ii) **Stock Awards Not Assumed Held by Current Participants.** Except as otherwise stated in the Stock Award Agreement (including an option and stock award agreement subject to the terms of the Prior Plans, which terms remain applicable as to outstanding options and stock awards thereunder), in the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue any or all outstanding Stock Awards or substitute similar stock awards for such outstanding Stock Awards, then with respect to Stock Awards that have not been assumed, continued or substituted and that are held by Participants whose Continuous Service has not terminated prior to the effective time of the Corporate Transaction (referred to as the "**Current Participants**"), the vesting of such Stock Awards (and, if applicable, the time at which such Stock Awards may be exercised) will (contingent upon the effectiveness of the Corporate Transaction) be accelerated in full to a date prior to the effective time of such Corporate Transaction as the Board will determine (or, if the Board will not determine such a date, to the date that is five business (5) days prior to the effective time of the Corporate Transaction), and such Stock Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction, and any reacquisition or repurchase rights held by the Company with respect to such Stock Awards will lapse (contingent upon the effectiveness of the Corporate Transaction).

(iii) **Stock Awards Not Assumed Held by Persons other than Current Participants.** Except as otherwise stated in the Stock Award Agreement (including an option and stock award agreement subject to the terms of the Prior Plans, which terms remain applicable as to outstanding options and stock awards thereunder), in the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue any or all outstanding Stock Awards or substitute similar stock awards for such outstanding Stock Awards, then with respect to Stock Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, the vesting of such Stock Awards (and, if applicable, the time at which such Stock Award may be exercised) will not be accelerated and such Stock Awards (other than a Stock Award consisting of vested and outstanding shares of Common Stock not subject to the Company's right of repurchase), upon advance written notice by the Company of at least five (5) business days to the holders of such Stock Awards, will terminate if not exercised (if applicable) prior to the effective time of the Corporate Transaction; *provided, however*, that any reacquisition or repurchase rights held by the Company with respect to such Stock Awards will not terminate and may continue to be exercised notwithstanding the Corporate Transaction.

(d) **Change in Control.**

(i) **Stock Awards May Be Assumed.** Except as otherwise stated in the Stock Award Agreement, in the event of a Change in Control, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Stock Awards outstanding under the Plan or may substitute similar stock awards for Stock Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Change in Control), and any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to Stock Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), in connection with such Change in Control. A surviving corporation or acquiring corporation (or its parent) may choose to assume or continue only a portion of a Stock Award or substitute a similar stock award for only a portion of a Stock Award.

(ii) **Stock Awards Not Assumed Held by Current Participants.** Except as otherwise stated in the Stock Award Agreement (including an option and stock award agreement subject to the terms of the Prior Plans, which terms remain applicable as to outstanding options and stock awards thereunder), in the event of a Change in Control in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue any or all outstanding Stock Awards or substitute similar stock awards for such outstanding Stock Awards, then with respect to Stock Awards that have not been assumed, continued or substituted and that are held by Current Participants, the vesting of such Stock Awards (and, if applicable, the time at which such Stock Awards may be exercised) will (contingent upon the effectiveness of the Change in Control) be accelerated in full to a date prior to the effective time of such Change in Control as the Board will

determine (or, if the Board will not determine such a date, to the date that is five business (5) days prior to the effective time of the Change in Control), and such Stock Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Change in Control, and any reacquisition or repurchase rights held by the Company with respect to such Stock Awards will lapse (contingent upon the effectiveness of the Change in Control).

(iii) **Stock Awards Not Assumed Held by Persons other than Current Participants.** Except as otherwise stated in the Stock Award Agreement (including an option and stock award agreement subject to the terms of the Prior Plans, which terms remain applicable as to outstanding options and stock awards thereunder), in the event of a Change in Control in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue any or all outstanding Stock Awards or substitute similar stock awards for such outstanding Stock Awards, then with respect to Stock Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, the vesting of such Stock Awards (and, if applicable, the time at which such Stock Award may be exercised) will not be accelerated and such Stock Awards (other than a Stock Award consisting of vested and outstanding shares of Common Stock not subject to the Company's right of repurchase), upon advance written notice by the Company of at least five (5) business days to the holders of such Stock Awards, will terminate if not exercised (if applicable) prior to the effective time of the Change in Control; *provided, however*, that any reacquisition or repurchase rights held by the Company with respect to such Stock Awards will not terminate and may continue to be exercised notwithstanding the Change in Control.

(iv) **Additional Provisions.** A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant. A Stock Award may vest as to all or any portion of the shares subject to the Stock Award (i) immediately upon the occurrence of a Change in Control, whether or not such Stock Award is assumed, continued, or substituted by a surviving or acquiring entity in the Change in Control, and/or (ii) in the event a Participant's Continuous Service is terminated, actually or constructively, within a designated period following the occurrence of a Change in Control, but in the absence of such provision, no such acceleration will occur.

#### 10. Termination or Suspension of the Plan.

(a) **Plan Term.** Unless sooner terminated by the Board pursuant to Section 2, the Plan will automatically terminate on the day before the tenth (10th) anniversary of the earlier of (i) the date the Plan is adopted by the Board or a duly authorized Committee, or (ii) the date the Plan is approved by the stockholders of the Company. The Board may suspend the Plan at any time. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

#### 11. Effective Date of Plan.

This Plan will become effective on the Effective Date.

#### 12. Choice of Law.

The law of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state's conflict of laws rules.

#### 13. Definitions.

As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) **"Affiliate"** means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Securities Act. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(b) **"Award"** means a Stock Award or a Performance Cash Award.

(c) **"Award Agreement"** means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award.

(d) **"Board"** means the Board of Directors of the Company.

(e) **"Capitalization Adjustment"** means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(f) **"Cause"** means (i) if a Participant is party to an agreement with the Company or an Affiliate that relates to equity awards and contains a definition of "Cause," the definition of "Cause" in the applicable agreement, or (ii) if a Participant is not party to any such agreement, such Participant's termination because of (A) any willful, material violation by the Participant of any law or regulation applicable to the business of the Company or an Affiliate, the Participant's conviction for, or guilty plea to, a felony or a crime involving moral turpitude, or any willful perpetration by the Participant of a common law fraud, (B) the Participant's commission of an act of personal dishonesty that involves personal profit in connection with the Company or any other entity having a business relationship with the Company, (C) any material breach by the Participant of any provision of any agreement or understanding between the Company or an Affiliate and the Participant regarding the terms of the Participant's service as an Employee, Officer, Director or Consultant to the Company or an Affiliate, including without limitation, the willful and continued failure or refusal of the Participant to perform the material duties required of such Participant as an Employee, Officer, Director or Consultant of the Company or an Affiliate, other than as a result of having a Disability, or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between the Company or an Affiliate and the Participant, (D) the Participant's disregard of the policies of the Company or an Affiliate so as to cause loss, damage or injury to the property, reputation or employees of the Company or an Affiliate, or (E) any other misconduct by the Participant that is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or an Affiliate.

(g) **"Change in Control"** means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control will not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (B) solely because the level of Ownership held by any Exchange Act Person (the **"Subject Person"**) exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control will be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(iv) individuals who, on the date this Plan is adopted by the Board, are members of the Board (the **"Incumbent Board"**) cease for any reason to constitute at least a majority of the members of the Board; *provided, however*, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board.

For purposes of determining voting power under the term Change in Control, voting power will be calculated by assuming the conversion of all equity securities convertible (immediately or at some future time) into shares entitled to vote, but not assuming the exercise of any warrant or right to subscribe to or purchase those shares. In addition, (A) the term Change in Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant will supersede the foregoing definition with respect to Awards

subject to such agreement; *provided, however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition will apply; *provided, further*, that no Change in Control will be deemed to occur upon announcement or commencement of a tender offer or upon a potential takeover or upon stockholder approval of a merger or other transaction, in each case without a requirement that the Change in Control actually occur.

If required for compliance with Section 409A of the Code, in no event will a Change in Control be deemed to have occurred if such transaction is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). The Board may, in its sole discretion and without a Participant's consent, amend the definition of "Change in Control" to conform to the definition of "Change in Control" under Section 409A of the Code and the regulations thereunder.

(h) "**Code**" means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(i) "**Committee**" means a committee of one (1) or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(j) "**Common Stock**" means the common stock of the Company.

(k) "**Company**" means NVIDIA Corporation, a Delaware corporation.

(l) "**Consultant**" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a "Consultant" for purposes of the Plan.

(m) "**Continuous Service**" means that the Participant's service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service with the Company or an Affiliate, will not terminate a Participant's Continuous Service; *provided, however*, that if the Entity for which a Participant is rendering services ceases to qualify as an "Affiliate" as determined by the Board in its sole discretion, such Participant's Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of: (i) any leave of absence approved by the Board or the chief executive officer of the Company, including sick leave, military leave or any other personal leave; or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, and except as otherwise required by applicable law or as otherwise determined by the Committee, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only on those days on which the Participant is using Company-paid vacation time and floating holidays and for the first 90 days of leave during which the Participant is not being paid through such vacation time and floating holidays. In addition, to the extent required for exemption from or compliance with Section 409A of the Code, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of "separation from service" as defined under Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

(n) "**Corporate Transaction**" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) the consummation of a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) the consummation of a sale or other disposition of at least 50% of the outstanding securities of the Company, in the case of Awards granted on or after the date of the Annual Meeting of Stockholders in 2012, and at least 90% of the outstanding securities of the Company, in the case of Awards granted prior to the date of the Annual Meeting of Stockholders in 2012;

(iii) the consummation of a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) the consummation of a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or

similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

To the extent required for compliance with Section 409A of the Code, in no event will an event be deemed a Corporate Transaction if such transaction is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(o) "**Covered Employee**" will have the meaning provided in Section 162(m)(3) of the Code and the regulations promulgated thereunder.

(p) "**Director**" means a member of the Board.

(q) "**Directors' Plan**" means the Company's 1998 Non-Employee Directors' Stock Option Plan.

(r) "**Disability**" means, with respect to a Participant, the inability of such Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, as provided in Section 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(s) "**Effective Date**" means June 21, 2007, which was the date of the 2007 Annual Meeting of Stockholders of the Company at which this Plan was approved by the Company's stockholders.

(t) "**Employee**" means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(u) "**Entity**" means a corporation, partnership, limited liability company or other entity.

(v) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(w) "**Exchange Act Person**" means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date as set forth in Section 11, is the Owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities.

(x) "**Fair Market Value**" means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be, unless otherwise determined by the Board, the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(y) "**Full Value Award**" means a Stock Award that is not an Option with respect to which the exercise or strike price is at least 100% of the Fair Market Value on the date of grant or a Stock Appreciation Right with respect to which the exercise or strike price is at least 100% of the Fair Market Value on the date of grant.

(z) "**Incentive Stock Option**" means an option that is intended to be, and qualifies as, an "incentive stock option" within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(aa) "**Non-Employee Director**" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("**Regulation S-K**")), does not

possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(bb) "**Nonstatutory Stock Option**" means an option granted pursuant to Section 5 of the Plan that does not qualify as an Incentive Stock Option.

(cc) "**Officer**" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(dd) "**Option**" means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(ee) "**Option Agreement**" means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement will be subject to the terms and conditions of the Plan.

(ff) "**Optionholder**" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(gg) "**Other Stock Award**" means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 6(d).

(hh) "**Other Stock Award Agreement**" means a written agreement between the Company and a holder of an Other Stock Award evidencing the terms and conditions of an Other Stock Award grant. Each Other Stock Award Agreement will be subject to the terms and conditions of the Plan.

(ii) "**Outside Director**" means a Director who either (i) is not a current employee of the Company or an "affiliated corporation" (within the meaning of Treasury Regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an "affiliated corporation" who receives compensation for prior services (other than benefits under a tax-qualified retirement plan) during the taxable year, has not been an officer of the Company or an "affiliated corporation," and does not receive remuneration from the Company or an "affiliated corporation," either directly or indirectly, in any capacity other than as a Director, or (ii) is otherwise considered an "outside director" for purposes of Section 162(m) of the Code.

(jj) "**Own,**" "**Owned,**" "**Owner,**" "**Ownership**" means a person or Entity will be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(kk) "**Participant**" means a person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(ll) "**Performance Cash Award**" means an award of cash granted pursuant to the terms and conditions of Section 6(c) (ii).

(mm) "**Performance Criteria**" means the one or more criteria that the Committee (or, to the extent that an Award is not intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Board) will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any one of, or combination of, the following: (1) earnings, including any of the following: gross profit, operating income, income before income tax, net income, and earnings per share, in each case with any one of or combination of the following exclusions or inclusions: (a) interest income, (b) interest expense, (c) other income that is categorized as non-operating income, (d) other expense that is categorized as non-operating expense, (e) income tax, (f) depreciation, and (g) amortization; (2) total stockholder return; (3) return on equity or average stockholder's equity; (4) return on assets, investment, or capital employed; (5) stock price; (6) gross profit margin; (7) operating income margin; (8) cash flow from operating activities (including cash flow from operating activities per share); (9) free cash flow (including free cash flow per share); (10) change in cash and cash equivalents (or cash flow) (including change in cash and cash equivalents per share (or cash flow per share)); (11) sales or revenue targets; (12) increases in revenue or product revenue; (13) expenses and cost reduction goals; (14) improvement in or attainment of expense levels; (15) improvement in or attainment of working capital levels; (16) economic value added (or an equivalent metric); (17) market share; (18) share price performance; (19) debt reduction; (20) implementation or completion of projects or processes; (21) customer satisfaction; (22) stockholders' equity; (23) capital expenditures; (24) debt levels; (25) workforce diversity; (26) growth of net income or operating income; (27) employee retention; (28) quality measures; and (29) to the extent that an Award is not intended to qualify as "performance-based compensation" under Section 162(m) of the Code, other measures of performance selected by the Board. Partial achievement of the specified criteria may result in the payment or vesting

corresponding to the degree of achievement as specified in the Stock Award Agreement or the written terms of a Performance Cash Award. The Committee (or, to the extent that an Award is not intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Board) will, in its sole discretion, define the manner of calculating the Performance Criteria it selects to use for such Performance Period.

(nn) “**Performance Goals**” means, for a Performance Period, the one or more goals established by the Committee (or, to the extent that an Award is not intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Board) for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. The Committee (or, to the extent that an Award is not intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Board) will be authorized to appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows, provided that any such adjustments must be objectively determinable to the extent that the Award is intended to qualify as “performance-based compensation” under Section 162(m) of the Code: (1) to exclude the effects of stock-based compensation (including any modification charges); (2) to exclude the portion of any legal settlement assigned as past infringement (*i.e.* the fair value associated with the portion of settlement that is non-recurring); (3) to exclude restructuring charges (including any costs associated with a reduction in force and/or shutting down of business operations, such as severance compensation and benefits and the cost to shut down operating sites/offices); (4) to exclude amortization expenses associated with intangible assets obtained through a business combination (acquisition or asset purchase); (5) to exclude other costs incurred in connection with acquisitions or divestitures (including potential acquisitions or divestitures) that are required to be expensed under generally accepted accounting principles (including any direct acquisition costs that are not associated with providing ongoing future benefit to the combined company and certain compensation costs associated with an acquisition, such as one-time compensation charges, longer-term retention incentives, and associated payroll tax charges); (6) to exclude any exchange rate effects; (7) to exclude the effects of changes to generally accepted accounting principles; (8) to exclude the effects of any statutory adjustments to corporate tax rates or changes in tax legislation; (9) to exclude the portion of any tax related settlements; (10) to exclude the effects of any items of an unusual nature or of infrequency of occurrence; (11) to exclude the dilutive effects of acquisitions or joint ventures; (12) to exclude the effect of any change in the outstanding shares of Common Stock by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (13) to exclude the effects of the award of bonuses under the Company’s bonus plans; (14) to exclude any impairment of long-lived assets including goodwill, investments in non-affiliated entities and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles; (15) to exclude other events that are significant but not related to ongoing business operations, such as large charitable donations; (16) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (17) to include non-operational credits (*i.e.*, situations when directly related amounts have not been previously charged to the Company’s results of operations); and (18) to the extent that an Award is not intended to qualify as “performance-based compensation” under Section 162(m) of the Code, to appropriately make any other adjustments selected by the Board.

(oo) “**Performance Period**” means the period of time selected by the Committee (or, to the extent that an Award is not intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Board) over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant’s right to and the payment of a Stock Award or a Performance Cash Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Committee (or, to the extent that an Award is not intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Board).

(pp) “**Performance Stock Award**” means a Stock Award granted under the terms and conditions of Section 6(c)(i).

(qq) “**Plan**” means this NVIDIA Corporation Amended and Restated 2007 Equity Incentive Plan.

(rr) “**Prior Plans**” means the NVIDIA Corporation 1998 Equity Incentive Plan, the NVIDIA Corporation 1998 Non-Employee Directors’ Stock Option Plan, the NVIDIA Corporation 2000 Nonstatutory Equity Incentive Plan, and the PortalPlayer, Inc. 2004 Stock Incentive Plan, each as in effect immediately prior to the Effective Date.

(ss) “**Restricted Stock Award**” means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(tt) “**Restricted Stock Award Agreement**” means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(uu) "**Restricted Stock Unit Award**" means a right to receive shares of Common Stock (or cash equivalent) which is granted pursuant to the terms and conditions of Section 6(b).

(vv) "**Restricted Stock Unit Award Agreement**" means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement will be subject to the terms and conditions of the Plan.

(ww) "**Rule 16b-3**" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(xx) "**Securities Act**" means the Securities Act of 1933, as amended.

(yy) "**Stock Appreciation Right**" or "**SAR**" means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(zz) "**Stock Appreciation Right Agreement**" means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement will be subject to the terms and conditions of the Plan.

(aaa) "**Stock Award**" means any right to receive Common Stock granted under the Plan, including an Option, a Restricted Stock Award, a Restricted Stock Unit Award, a Stock Appreciation Right, a Performance Stock Award, or any Other Stock Award.

(bbb) "**Stock Award Agreement**" means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement will be subject to the terms and conditions of the Plan.

(ccc) "**Subsidiary**" means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%).

(ddd) "**Ten Percent Stockholder**" means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate.



## APPENDIX B

### NVIDIA Corporation Amended and Restated 2012 Employee Stock Purchase Plan

Adopted by the Compensation Committee: March 22, 2012

Approved by the Stockholders: May 17, 2012

Amended and Restated by the Compensation Committee: April 9, 2014

Approved by the Stockholders: May 23, 2014

Amended and Restated by the Compensation Committee: April 5, 2016

Approved by the Stockholders: May 18, 2016

Amended and Restated by the Compensation Committee: December 11, 2017

Amended and Restated by the Compensation Committee: April 3, 2018

Approved by the Stockholders: May 16, 2018

Amended and Restated by the Compensation Committee: April 27, 2020

Approved by the Stockholders: [June 9, 2020]

#### 1. General; Purpose.

(a) The Plan is intended as the successor to and continuation of the NVIDIA Corporation 1998 Employee Stock Purchase Plan (the "**1998 Plan**"). From and after 12:01 a.m. Pacific Standard Time on the Effective Date, no additional rights to purchase shares of Common Stock will be granted under the 1998 Plan. All rights to purchase shares granted on or after 12:01 a.m. Pacific Standard Time on the Effective Date will be granted under this Plan. Any rights to purchase shares of Common Stock granted under the 1998 Plan will remain subject to the terms of the 1998 Plan and any offering document or other agreements or governing documents describing the terms and conditions of offerings made pursuant to the 1998 Plan.

(i) Any shares of Common Stock that would otherwise remain available for future offerings under the 1998 Plan as of 12:01 a.m. Pacific Standard Time on the Effective Date (the "**1998 Plan's Available Reserve**") will cease to be available under the 1998 Plan at such time. Instead, that number of shares of Common Stock equal to the 1998 Plan's Available Reserve will be added to the Share Reserve (as further described in Section 3(a) below) and be then immediately available for grants hereunder, up to the maximum number set forth in Section 3(a) below.

(ii) In addition, from and after 12:01 a.m. Pacific Standard Time on the Effective Date, with respect to the aggregate number of shares subject, at such time, to outstanding grants under the 1998 Plan that would, but for the operation of this sentence, subsequently return to the share reserve of the 1998 Plan (such shares, the "**Returning Shares**"), such shares of Common Stock will not return to the share reserve of the 1998 Plan, and instead that number of shares of Common Stock equal to the Returning Shares will immediately be added to the Share Reserve as and when such a share becomes a Returning Share, up to a maximum number set forth in Section 3(a) below.

(b) The Plan provides a means by which Eligible Employees of the Company and certain Designated Companies may be given an opportunity to purchase shares of Common Stock. The Plan permits the Company to grant a series of Purchase Rights to Eligible Employees.

(c) The Company, by means of the Plan, seeks to retain the services of such Employees, to secure and retain the services of new Employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations.

(d) This Plan includes two components: a 423 Component and a Non-423 Component. It is the intention of the Company to have the 423 Component qualify as an Employee Stock Purchase Plan. The provisions of the 423 Component, accordingly, will be construed in a manner that is consistent with the requirements of Section 423 of the Code. In addition, this Plan authorizes the grant of Purchase Rights under the Non-423 Component that does not meet the requirements of an Employee Stock Purchase Plan because of deviations necessary or advisable to permit or facilitate participation in the Plan by Employees who are foreign nationals or employed or located outside of the United States while complying with applicable foreign laws; such Purchase Rights will be granted pursuant to rules, procedures or subplans adopted by the Board designed to achieve these objectives for Eligible Employees and the Company and its Related Corporations. Except as otherwise provided herein or determined by the Board, the Non-423 Component will operate and be administered in the same manner as the 423 Component. In addition, under the 423 Component of the Plan, the Company may make separate Offerings which vary in terms (although not inconsistent with the provisions in the Plan and not inconsistent with the requirements of an Employee Stock Purchase Plan) and the Company will designate which Designated Company is participating in each separate Offering.

(e) If a Participant transfers employment from the Company or any Designated 423 Corporation participating in the 423 Component to a Designated Non-423 Corporation participating in the Non-423 Component, he or she will immediately

cease to participate in the 423 Component; however, any Contributions made for the Purchase Period in which such transfer occurs will be transferred to the Non-423 Component, and such Participant will immediately join the then current Offering under the Non-423 Component upon the same terms and conditions in effect for his or her participation in the Plan, except for such modifications as may be required by applicable law. A Participant who transfers employment from a Designated Non-423 Corporation participating in the Non-423 Component to the Company or any Designated 423 Corporation participating in the 423 Component will remain a Participant in the Non-423 Component until the earlier of (i) the end of the current Offering Period under the Non-423 Component, or (ii) the Offering Date of the first Offering in which he or she participates following such transfer.

## 2. Administration.

(a) The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine how and when Purchase Rights will be granted and the provisions of each Offering (which need not be identical), including which Designated 423 Corporations and Designated Non-423 Corporations will participate in the 423 Component or the Non-423 Component.

(ii) To designate from time to time which Related Corporations of the Company will be eligible to participate in the Plan as Designated 423 Corporations and Designated Non-423 Corporations and which Affiliates will be eligible to participate in the Plan as Designated Non-423 Corporations and also to designate which Designated Companies will participate in each separate Offering (to the extent the Company makes separate Offerings).

(iii) To construe and interpret the Plan and Purchase Rights, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it deems necessary or expedient to make the Plan fully effective.

(iv) To settle all controversies regarding the Plan and Purchase Rights granted under the Plan.

(v) To suspend or terminate the Plan at any time as provided in Section 12.

(vi) To amend the Plan at any time as provided in Section 12.

(vii) Generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and its Related Corporations and to carry out the intent that the 423 Component be treated as an Employee Stock Purchase Plan.

(viii) To adopt such procedures and sub-plans as are necessary or appropriate to permit or facilitate participation in the Plan by Employees who are foreign nationals or employed or located outside the United States. Without limiting the generality of, but consistent with, the foregoing, the Board specifically is authorized to adopt rules, procedures and subplans, which, for purposes of the Non-423 Component, may be outside the scope of Section 423 of the Code, regarding, without limitation, eligibility to participate in the Plan, handling and making of Contributions, establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of share issuances, which may vary according to local requirements.

(c) The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revert in the Board some or all of the powers previously delegated. Whether or not the Board has delegated administration of the Plan to a Committee, the Board will have the final power to determine all questions of policy and expediency that may arise in the administration of the Plan.

(d) All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

## 3. Shares of Common Stock Subject to the Plan.

(a) Subject to the provisions of Section 11(a) relating to Capitalization Adjustments, the maximum aggregate number of shares of Common Stock that may be issued under the Plan will not exceed 93,432,333 shares of Common Stock (the "**Share Reserve**"), which number is the sum of (i) 2,000,000 shares that were approved at the Company's 2020 Annual

Meeting of Stockholders, (ii) 13,500,000 shares that were approved at the Company's 2018 Annual Meeting of Stockholders, (iii) 10,000,000 shares that were approved at the Company's 2016 Annual Meeting of Stockholders, (iv) 12,500,000 shares that were approved at the Company's 2014 Annual Meeting of Stockholders, (v) 32,000,000 shares that were approved at the Company's 2012 Annual Meeting of Stockholders, (vi) the number of shares subject to the 1998 Plan's Available Reserve, in an amount not to exceed 8,432,333 shares, and (vii) the number of shares that are Returning Shares, as such shares become available from time to time, in an amount not to exceed 15,000,000 shares.

(b) If any Purchase Right granted under the Plan terminates without having been exercised in full, the shares of Common Stock not purchased under such Purchase Right will again become available for issuance under the Plan.

(c) The stock purchasable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market.

#### **4. Grant of Purchase Rights; Offering.**

(a) The Board may from time to time grant or provide for the grant of Purchase Rights to Eligible Employees under an Offering on Offering Dates selected by the Board. Each Offering will be in such form and will contain such terms and conditions as the Board will deem appropriate, and with respect to the 423 Component will comply with the requirement of Section 423(b)(5) of the Code that all Employees granted Purchase Rights will have the same rights and privileges. The provisions of separate Offerings need not be identical, but each Offering will include (through incorporation of the provisions of this Plan by reference in the document comprising the Offering or otherwise) the period during which the Offering will be effective, which period will not exceed 27 months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

(b) If a Participant has more than one Purchase Right outstanding under the Plan, unless he or she otherwise indicates in forms delivered to the Company: (i) each form will apply to all of his or her Purchase Rights under the Plan; and (ii) a Purchase Right with a lower exercise price (or an earlier-granted Purchase Right, if different Purchase Rights have identical exercise prices) will be exercised to the fullest possible extent before a Purchase Right with a higher exercise price (or a later-granted Purchase Right if different Purchase Rights have identical exercise prices) will be exercised.

(c) The Board will have the discretion to structure an Offering so that if the Fair Market Value of a share of Common Stock on the first Trading Day of a new Purchase Period within that Offering is less than or equal to a Participant's Offering Date Price, then with respect to such Participant, that Offering will terminate immediately as of that first Trading Day and such Participant will be automatically enrolled in a new Offering beginning on that first Trading Day.

#### **5. Eligibility.**

(a) Purchase Rights may be granted only to Employees of the Company or, as the Board may designate in accordance with Section 2(b), to Employees of a Related Corporation or an Affiliate. Except as provided in Section 5(b), an Employee will not be eligible to be granted Purchase Rights unless, on the Offering Date, the Employee has been in the employ of the Company, a Related Corporation or an Affiliate, as the case may be, for such continuous period preceding such Offering Date as the Board may require, but in no event will the required period of continuous employment be equal to or greater than two years. In addition, the Board may (unless prohibited by law) provide that no Employee will be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee's customary employment with the Company, the Related Corporation or the Affiliate is more than 20 hours per week and more than five months per calendar year or such other criteria as the Board may determine consistent with Section 423 of the Code.

(b) The Board may provide that each person who, during the course of an Offering (or any specified period within an Offering), first becomes an Eligible Employee will, on or after the day on which such person becomes an Eligible Employee, be granted a Purchase Right under that Offering, which Purchase Right will thereafter be deemed to be a part of that Offering. Such Purchase Right will have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

(i) the date on which such Purchase Right is granted will be the "Offering Date" of such Purchase Right for all purposes;

(ii) the period of the Offering with respect to such Purchase Right will begin on its Offering Date and end coincident with the end of the original Offering; and

(iii) the Board may provide that if such person first becomes an Eligible Employee within a specified period of time before the end of the Offering, he or she will not be granted any Purchase Right under that Offering.

(c) No Employee will be eligible for the grant of any Purchase Rights if, immediately after any such Purchase Rights are granted, such Employee owns stock possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation (unless otherwise required by law). For purposes of this

Section 5(c), the rules of Section 424(d) of the Code will apply in determining the stock ownership of any Employee, and stock which such Employee may purchase under all outstanding Purchase Rights and options will be treated as stock owned by such Employee.

(d) As specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee's rights to purchase stock of the Company or any Related Corporation to accrue at a rate which exceeds \$25,000 of Fair Market Value of such stock (determined at the time such rights are granted, and which, with respect to the Plan, will be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time.

(e) Officers of the Company and any Designated Company, if they are otherwise Eligible Employees, will be eligible to participate in Offerings under the Plan. Notwithstanding the foregoing, the Board may (unless prohibited by law) provide in an Offering that Employees who are highly compensated Employees within the meaning of Section 423(b)(4)(D) of the Code will not be eligible to participate.

#### **6. Purchase Rights; Purchase Price.**

(a) On each Offering Date, each Eligible Employee will be granted a Purchase Right under the applicable Offering to purchase up to that number of shares of Common Stock purchasable either with a percentage or with a maximum dollar amount, as designated by the Board but in either case not exceeding 15%, of such Employee's eligible earnings (as defined by the Board in each Offering) during the period that begins on the Offering Date (or such other date as the Board determines for a particular Offering) and ends on the date stated in the Offering, which date will be no later than the end of the Offering.

(b) The Board will establish one or more Purchase Dates during an Offering on which Purchase Rights granted for that Offering will be exercised and shares of Common Stock will be purchased in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Board may specify (i) a maximum number of shares of Common Stock that may be purchased by any Participant on any Purchase Date during such Offering, (ii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants pursuant to such Offering, and/or (iii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants on any Purchase Date under the Offering. If the aggregate purchase of shares of Common Stock issuable upon exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Board action otherwise, a pro rata (based on each Participant's accumulated Contributions) allocation of the shares of Common Stock available will be made in as nearly a uniform manner as will be practicable and equitable.

(d) The purchase price of each share of Common Stock acquired pursuant to a Participant's Purchase Right will be not less than the lesser of:

(i) an amount equal to 85% of such Participant's Offering Date Price; or

(ii) an amount equal to 85% of the Fair Market Value of a share of Common Stock on the applicable Purchase Date.

#### **7. Participation; Withdrawal; Termination.**

(a) An Eligible Employee may elect to authorize payroll deductions as the means of making Contributions by completing and delivering to the Company, within the time specified in the Offering, an enrollment form provided by the Company. The enrollment form will specify the amount of Contributions not to exceed the maximum amount specified by the Board. Each Participant's Contributions will be credited to a bookkeeping account for such Participant under the Plan and will be deposited with the general funds of the Company except where applicable law requires that Contributions be deposited with a third party or otherwise segregated. If permitted in the Offering, a Participant may reduce (including to zero) or increase his or her Contributions. If required under applicable law or if specifically provided in the Offering, in addition to or instead of making Contributions by payroll deductions, a Participant may make Contributions through the payment by cash or check or wire transfer prior to a Purchase Date, in the manner directed by the Company.

(b) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company a withdrawal form provided by the Company. The Company may impose a deadline before a Purchase Date for withdrawing. Upon such withdrawal, such Participant's Purchase Right in that Offering will immediately terminate and the Company will distribute to such Participant all of his or her accumulated but unused Contributions. A Participant's withdrawal from that Offering will have no effect upon his or her eligibility to participate in any other Offerings under the Plan, but the Participant will be required to deliver a new enrollment form to participate in future Offerings.

(c) Unless otherwise required by applicable law, Purchase Rights granted pursuant to any Offering under the Plan will terminate immediately if the Participant either (i) is no longer an Employee for any reason or for no reason or (ii) is otherwise

no longer eligible to participate. The Company will distribute to such individual all of his or her accumulated but unused Contributions.

(d) During a Participant's lifetime, Purchase Rights will be exercisable only by such Participant. Purchase Rights are not transferable by a Participant, except by will, by the laws of descent and distribution, or, if permitted by the Company, by a beneficiary designation as described in Section 10.

(e) The Company has no obligation to pay interest on Contributions, unless otherwise required by applicable law.

#### **8. Exercise of Purchase Rights.**

(a) On each Purchase Date, each Participant's accumulated Contributions will be applied to the purchase of shares of Common Stock, up to the maximum number of shares of Common Stock permitted by the Plan and the applicable Offering, at the purchase price specified in the Offering. No fractional shares will be issued unless specifically provided for in the Offering.

(b) If any amount of accumulated Contributions remains in a Participant's account after the purchase of shares of Common Stock on the final Purchase Date of an Offering and such remaining amount is less than the amount required to purchase one share of Common Stock, then such remaining amount will be held in such Participant's account for the purchase of shares of Common Stock under the next Offering under the Plan, unless such Participant withdraws from or is not eligible to participate in such Offering, in which case such amount will be distributed to such Participant after the final Purchase Date, without interest (unless otherwise required by applicable law). If the amount of Contributions remaining in a Participant's account after the purchase of shares of Common Stock on the final Purchase Date of an Offering is at least equal to the amount required to purchase one whole share of Common Stock, then such remaining amount will not roll over to the next Offering and will instead be distributed in full to such Participant after the final Purchase Date, without interest (unless otherwise required by applicable law).

(c) No Purchase Rights may be exercised to any extent unless the shares of Common Stock to be issued upon such exercise under the Plan are covered by an effective registration statement pursuant to the Securities Act and the Plan is in material compliance with all applicable laws. If on a Purchase Date the shares of Common Stock are not so registered or the Plan is not in such compliance, no Purchase Rights will be exercised on such Purchase Date, and the Purchase Date will be delayed until the shares of Common Stock are subject to such an effective registration statement and the Plan is in material compliance, except that the Purchase Date will in no event be more than 27 months from the Offering Date. If, on the Purchase Date, as delayed to the maximum extent permissible, the shares of Common Stock are not registered and the Plan is not in material compliance with all applicable laws, no Purchase Rights will be exercised and all accumulated but unused Contributions will be distributed to the Participants without interest (unless otherwise required under applicable local law).

#### **9. Covenants of the Company.**

The Company will seek to obtain from each federal, state, foreign or other regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Purchase Rights and issue and sell shares of Common Stock thereunder unless doing so would be an unreasonable cost to the Company compared to the potential benefit to Eligible Employees which the Company shall determine at its discretion. If, after commercially reasonable efforts, the Company is unable to obtain the authority that counsel for the Company deems necessary for the grant of Purchase Rights or the lawful issuance and sale of Common Stock under the Plan, and at a commercially reasonable cost, the Company will be relieved from any liability for failure to grant Purchase Rights and/or to issue and sell Common Stock upon exercise of such Purchase Rights.

#### **10. Designation of Beneficiary.**

(a) The Company may, but is not obligated to, permit a Participant to submit a form designating a beneficiary who will receive any shares of Common Stock and/or Contributions from the Participant's account under the Plan if the Participant dies before such shares and/or Contributions are delivered to the Participant. The Company may, but is not obligated to, permit the Participant to change such designation of beneficiary. Any such designation and/or change must be on a form approved by the Company.

(b) If a Participant dies, and in the absence of a valid beneficiary designation, the Company will deliver any shares of Common Stock and/or Contributions to the executor or administrator of the estate of the Participant. If no executor or administrator has been appointed (to the knowledge of the Company), the Company, in its sole discretion, may deliver such shares of Common Stock and/or Contributions to the Participant's spouse, dependents or relatives, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

#### **11. Adjustments upon Changes in Common Stock; Corporate Transactions.**

(a) On a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a); (ii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding Offerings and Purchase Rights; and (iii) the class(es) and number of securities that are the subject of the purchase limits under each ongoing Offering. The Board will make these adjustments, and its determination will be final, binding and conclusive.

(b) On a Corporate Transaction, then: (i) any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue outstanding Purchase Rights or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Corporate Transaction) for outstanding Purchase Rights; or (ii) if any surviving or acquiring corporation (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for such Purchase Rights, then the Participants' accumulated Contributions will be used to purchase shares of Common Stock within ten business days prior to the Corporate Transaction under the outstanding Purchase Rights, and the Purchase Rights will terminate immediately after such purchase.

## **12. Amendment, Termination or Suspension of the Plan.**

(a) The Board may amend the Plan at any time in any respect the Board deems necessary or advisable. However, except as provided in Section 11(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan for which stockholder approval is required by applicable law or listing requirements, including any amendment that either (i) materially increases the number of shares of Common Stock available for issuance under the Plan, (ii) materially expands the class of individuals eligible to become Participants and receive Purchase Rights, (iii) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be purchased under the Plan, (iv) materially extends the term of the Plan, or (v) expands the types of awards available for issuance under the Plan, but in each of (i) through (v) above only to the extent stockholder approval is required by applicable law or listing requirements.

(b) The Board may suspend or terminate the Plan at any time. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

(c) Any benefits, privileges, entitlements and obligations under any outstanding Purchase Rights granted before an amendment, suspension or termination of the Plan will not be materially impaired by any such amendment, suspension or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to comply with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the Effective Date, or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment. To be clear, the Board may amend outstanding Purchase Rights without a Participant's consent if such amendment is necessary to ensure that the Purchase Right and/or the Plan comply with the requirements of Section 423 of the Code.

## **13. Code Section 409A; Tax Qualification.**

(a) Purchase Rights granted under the 423 Component are intended to be exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(b)(5)(ii). Purchase Rights granted under the Non-423 Component to U.S. taxpayers are intended to be exempt from the application of Section 409A of the Code under the short-term deferral exception and any ambiguities will be construed and interpreted in accordance with such intent. Subject to Section 13(b) hereof, Purchase Rights granted to U.S. taxpayers under the Non-423 Component will be subject to such terms and conditions that will permit such Purchase Rights to satisfy the requirements of the short-term deferral exception available under Section 409A of the Code, including the requirement that the shares subject to a Purchase Right be delivered within the short-term deferral period. Subject to Section 13(b) hereof, in the case of a Participant who would otherwise be subject to Section 409A of the Code, to the extent the Board determines that a Purchase Right or the exercise, payment, settlement or deferral thereof is subject to Section 409A of the Code, the Purchase Right will be granted, exercised, paid, settled or deferred in a manner that will comply with Section 409A of the Code, including U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the adoption of the Plan. Notwithstanding the foregoing, the Company will have no liability to a Participant or any other party if the Purchase Right that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Board with respect thereto.

(b) Although the Company may endeavor to (i) qualify a Purchase Right for favorable tax treatment under the laws of the United States or jurisdictions outside of the United States or (ii) avoid adverse tax treatment (e.g., under Section 409A of the Code), the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan, including Section 13(a) hereof.

The Company will be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants under the Plan.

#### 14. **Effective Date of Plan.**

The Plan will become effective on the Effective Date. No Purchase Rights will be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval must be within 12 months before or after the date the Plan is adopted (or if required under Section 12(a) above, materially amended) by the Board.

#### 15. **Miscellaneous Provisions.**

(a) Proceeds from the sale of shares of Common Stock pursuant to Purchase Rights will constitute general funds of the Company.

(b) A Participant will not be deemed to be the holder of, or to have any of the rights of a holder with respect to, shares of Common Stock subject to Purchase Rights unless and until the Participant's shares of Common Stock acquired upon exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

(c) The Plan and Offering do not constitute an employment contract. Nothing in the Plan or in the Offering will in any way alter the at will nature of a Participant's employment, if applicable, or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Related Corporation or an Affiliate, or on the part of the Company or a Related Corporation or an Affiliate to continue the employment of a Participant.

(d) The provisions of the Plan will be governed by the laws of the State of California without resort to that state's conflicts of laws rules.

(e) If any particular provision of the Plan is found to be invalid or otherwise unenforceable, such provision will not affect the other provisions of the Plan, but the Plan will be construed in all respects as if such invalid provision were omitted.

#### 16. **Definitions.**

As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "**423 Component**" means the part of the Plan, which excludes the Non-423 Component, pursuant to which Purchase Rights that satisfy the requirements for Employee Stock Purchase Plans may be granted to Eligible Employees.

(b) "**Affiliate**" means any branch or representative office of a Related Corporation, as determined by the Board, whether now or hereafter existing.

(c) "**Board**" means the Board of Directors of the Company.

(d) "**Capitalization Adjustment**" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Purchase Right after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(e) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

(f) "**Committee**" means a committee of one or more members of the Board to whom authority has been delegated by the Board.

(g) "**Common Stock**" means the common stock of the Company.

(h) "**Company**" means NVIDIA Corporation, a Delaware corporation.

(i) "**Contributions**" means the payroll deductions and other additional payments specifically provided for in the Offering that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions.

(j) "**Corporate Transaction**" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

- (i) the consummation of a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

- (ii) the consummation of a sale or other disposition of at least 50% of the outstanding securities of the Company;
- (iii) the consummation of a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or
- (iv) the consummation of a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

To the extent required for compliance with Section 409A of the Code, in no event will an event be deemed a Corporate Transaction if such transaction is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the asset of" the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(k) "**Designated Non-423 Corporation**" means any Related Corporation or Affiliate selected by the Board as eligible to participate in the Non-423 Component.

(l) "**Designated Company**" means a Designated Non-423 Corporation or Designated 423 Corporation.

(m) "**Designated 423 Corporation**" means any Related Corporation selected by the Board as eligible to participate in the 423 Component.

(n) "**Director**" means a member of the Board.

(o) "**Effective Date**" means the effective date of this Plan document, which is the date of the 2012 Annual Meeting of Shareholders of the Company provided this Plan is approved by the Company's stockholders at such meeting.

(p) "**Eligible Employee**" means an Employee who meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan.

(q) "**Employee**" means any person, including an Officer or Director, who is treated as an employee in the records of the Company or a Related Corporation (including an Affiliate). However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(r) "**Employee Stock Purchase Plan**" means a plan that grants Purchase Rights intended to be options issued under an "employee stock purchase plan," as that term is defined in Section 423(b) of the Code.

(s) "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

(t) "**Fair Market Value**" means, as of any date, the value of the Common Stock determined as follows:

- (i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be the **closing sales price** for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) **on the date of determination**, as reported in such source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing sales price on the last preceding date for which such quotation exists.
- (ii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith in compliance with applicable laws.

(u) "**Non-423 Component**" means the part of the Plan, which excludes the 423 Component, pursuant to which Purchase Rights that are not intended to satisfy the requirements for Employee Stock Purchase Plans may be granted to Eligible Employees.

(v) "**Offering**" means the grant to Eligible Employees of Purchase Rights, with the exercise of those Purchase Rights automatically occurring at the end of one or more Purchase Periods. The terms and conditions of an Offering will generally be set forth in the "**Offering Document**" approved by the Board for that Offering.

(w) "**Offering Date**" means a date selected by the Board for an Offering to commence.

(x) "**Offering Date Price**" means, with respect to each Participant participating in an Offering, the Fair Market Value of a share of Common Stock on the Offering Date applicable to such Participant (*i.e.*, the date on which such Participant is granted a Purchase Right for such Offering).



(y) "**Officer**" means a person who is an officer of the Company or a Related Corporation within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(z) "**Participant**" means an Eligible Employee who holds an outstanding Purchase Right.

(aa) "**Plan**" means this NVIDIA Corporation Amended and Restated 2012 Employee Stock Purchase Plan, including both the 423 and Non-423 Components, as amended from time to time.

(bb) "**Purchase Date**" means one or more dates during an Offering selected by the Board on which Purchase Rights will be exercised and on which purchases of shares of Common Stock will be carried out in accordance with such Offering.

(cc) "**Purchase Period**" means a period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following a Purchase Date, and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.

(dd) "**Purchase Right**" means an option to purchase shares of Common Stock granted pursuant to the Plan.

(ee) "**Related Corporation**" means any "parent corporation" or "subsidiary corporation" of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and 424(f), respectively, of the Code.

(ff) "**Securities Act**" means the U.S. Securities Act of 1933, as amended.

(gg) "**Trading Day**" means any day on which the exchange(s) or market(s) on which shares of Common Stock are listed, including but not limited to the NYSE, Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or any successors thereto, is open for trading.

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

FORM 10-K

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

For the fiscal year ended January 26, 2020

OR

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

Commission file number: 0-23985



**NVIDIA CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
Incorporation or Organization)

94-3177549  
(I.R.S. Employer  
Identification No.)

2788 San Tomas Expressway  
Santa Clara, California 95051  
(408) 486-2000

(Address, including zip code, and telephone number, including area code, of principal executive offices)  
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 per share	NVDA	The Nasdaq Global Select Market

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

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Yes  No

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 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 Act). Yes  No

The aggregate market value of the voting stock held by non-affiliates of the registrant as of July 26, 2019 was approximately \$102.15 billion (based on the closing sales price of the registrant's common stock as reported by the Nasdaq Global Select Market on July 26, 2019). This calculation excludes 26 million shares held by directors and executive officers of the registrant. This calculation does not exclude shares held by such organizations whose ownership exceeds 5% of the registrant's outstanding common stock that have represented to the registrant that they are registered investment advisers or investment companies registered under section 8 of the Investment Company Act of 1940.

The number of shares of common stock outstanding as of February 14, 2020 was 612 million.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's Proxy Statement for its 2020 Annual Meeting of Shareholders to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K are incorporated by reference into Part III, Items 10-14 of this Annual Report on Form 10-K.

**NVIDIA CORPORATION  
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## WHERE YOU CAN FIND MORE INFORMATION

Investors and others should note that we announce material financial information to our investors using our investor relations website, press releases, SEC filings and public conference calls and webcasts. We also use the following social media channels as a means of disclosing information about the company, our products, our planned financial and other announcements and attendance at upcoming investor and industry conferences, and other matters and for complying with our disclosure obligations under Regulation FD:

NVIDIA Twitter Account (<https://twitter.com/nvidia>)

NVIDIA Company Blog (<http://blogs.nvidia.com>)

NVIDIA Facebook Page (<https://www.facebook.com/nvidia>)

NVIDIA LinkedIn Page (<http://www.linkedin.com/company/nvidia>)

NVIDIA Instagram Page (<https://www.instagram.com/nvidia>)

In addition, investors and others can view NVIDIA videos on YouTube.

The information we post through these social media channels may be deemed material. Accordingly, investors should monitor these accounts and the blog, in addition to following our press releases, SEC filings and public conference calls and webcasts. This list may be updated from time to time. The information we post through these channels is not a part of this Annual Report on Form 10-K. These channels may be updated from time to time on NVIDIA's investor relations website.

## Forward-Looking Statements

*This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are subject to the "safe harbor" created by those sections. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "could," "goal," "would," "expect," "plan," "anticipate," "believe," "estimate," "project," "predict," "potential" and similar expressions intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance, time frames or achievements to be materially different from any future results, performance, time frames or achievements expressed or implied by the forward-looking statements. We discuss many of these risks, uncertainties and other factors in this Annual Report on Form 10-K in greater detail under the heading "Risk Factors." Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of this filing. You should read this Annual Report on Form 10-K completely and with the understanding that our actual future results may be materially different from what we expect. We hereby qualify our forward-looking statements by these cautionary statements. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.*

All references to "NVIDIA," "we," "us," "our" or the "Company" mean NVIDIA Corporation and its subsidiaries.

*In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the filing date of this Annual Report on Form 10-K, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.*

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## PART I

### ITEM 1. BUSINESS

#### Our Company

NVIDIA pioneered accelerated computing to help solve the most challenging computational problems. Starting with a focus on PC graphics, we extended our focus in recent years to the revolutionary field of artificial intelligence, or AI. Fueled by the sustained demand for exceptional 3D graphics and the scale of the gaming market, NVIDIA leveraged its GPU architecture to create platforms for virtual reality, or VR, high performance computing, or HPC, and AI.

The GPU was initially used to simulate human imagination, enabling the virtual worlds of video games and films. Today, it also simulates human intelligence, enabling a deeper understanding of the physical world. Its parallel processing capabilities, supported by up to thousands of computing cores, are essential to running deep learning algorithms. This form of AI, in which software writes itself by learning from data, can serve as the brain of computers, robots and self-driving cars that can perceive and understand the world. GPU-powered deep learning continues to be adopted by thousands of enterprises to deliver services and features that would have been impossible with traditional coding.

NVIDIA has a platform strategy, bringing together hardware, system software, programmable algorithms, libraries, systems, and services to create unique value for the markets we serve. While the requirements of these end markets are diverse, we address them with a unified underlying architecture leveraging our GPUs and software stacks. The programmable nature of our architecture allows us to support several multi-billion-dollar end markets with the same underlying technology by using a variety of software stacks developed either internally or by third party developers and partners. The large and growing number of developers across our platforms strengthens our ecosystem and increases the value of our platform to our customers.

Innovation is at our core. We invested over \$20 billion in research and development since our inception, yielding inventions that are essential to modern computing. Our invention of the GPU in 1999 defined modern computer graphics and established NVIDIA as the leader in visual computing. With our introduction of the CUDA programming model in 2006, we opened the parallel processing capabilities of the GPU for general purpose computing. This approach significantly accelerates the performance of the most demanding applications in HPC in fields such as aerospace, bio-science research, mechanical and fluid simulations, and energy exploration. Today, our GPUs power many of the fastest supercomputers across the world. In addition, the massively parallel compute architecture of our GPUs and associated software are well suited for deep learning and machine learning, powering the era of AI. While traditional CPU-based approaches no longer deliver advances on the pace described by Moore's Law, we deliver GPU performance improvements on a pace ahead of Moore's Law, giving the industry a path forward.

Gamers choose NVIDIA GPUs to enjoy immersive, increasingly cinematic virtual worlds. GPUs also help underpin the world's fastest growing spectator sport, eSports, which attracts hundreds of millions of viewers to watch top-quality gaming. A rapidly growing genre of Battle Royale games, such as Fortnite, is also expanding the gaming market.

Researchers use our GPUs to accelerate a wide range of important applications, from simulating molecular dynamics to weather forecasting. With support for more than over 600 applications - including the top 15 HPC applications - NVIDIA GPUs enable some of the most promising areas of discovery, from weather prediction to materials science and from wind tunnel simulation to genomics. NVIDIA GPUs power the top two supercomputers in the world, located at Oak Ridge and Lawrence Livermore National Laboratories in the United States, as well as the top supercomputers in Europe and Japan. In all, NVIDIA powers 136 of the TOP500 supercomputers.

The world's leading cloud service providers use our GPUs to enable, accelerate or enrich the services they deliver to billions of end-users, including search, social networking, online shopping, live video, translation, AI assistants, navigation, and cloud computing.

A rapidly growing number of enterprises and startups use our GPUs for deep learning that meets, and in several cases surpasses, human perception, in fields ranging from radiology to precision agriculture. For example, the transportation industry is turning to our GPUs and AI to enable autonomous vehicles, or AVs, with several hundred companies and organizations working with NVIDIA's DRIVE platform.

Professional designers use our GPUs to create visual effects in movies and design products ranging from soft drink bottles to commercial aircraft.

Headquartered in Santa Clara, California, NVIDIA was incorporated in California in April 1993 and reincorporated in Delaware in April 1998.

## Our Businesses

Our two reportable segments - GPU and Tegra Processor - are based on a single underlying architecture. Our GPU product brands are aimed at specialized markets including GeForce for gamers; Quadro for designers; Tesla and DGX for AI data scientists and big data researchers; and GRID for cloud-based visual computing users. Our Tegra brand integrates an entire computer onto a single chip, and incorporates GPUs and multi-core CPUs to drive supercomputing for autonomous robots, drones, and cars, as well as for game consoles and mobile gaming and entertainment devices.

- GPU**
  - **GeForce** for PC gaming and mainstream PCs
  - **GeForce NOW** for cloud-based gaming
  - **Quadro** for design professionals working in computer-aided design, video editing, special effects, and other creative applications
  - **Tesla** for AI utilizing deep learning and accelerated computing, leveraging the parallel computing capabilities of GPUs for general purpose computing
  - **GRID** to provide the power of NVIDIA graphics through the cloud and data centers
  - **DGX** for AI scientists, researchers and developers
  - **EGX** for accelerated AI computing at the edge
  
- Tegra Processor**
  - **Tegra** processors are primarily designed to enable branded platforms - AGX and SHIELD
  - **SHIELD** devices and services designed to harness the power of mobile-cloud to revolutionize home entertainment, AI and gaming
  - **AGX** is a power-efficient AI computing platform for intelligent edge devices, including:
    - **DRIVE AGX** for self-driving vehicles
    - **Clara AGX** for medical instruments
    - **Jetson AGX** for robotics and other embedded use

## Our Markets

We specialize in markets in which GPU-based visual computing and accelerated computing platforms can provide tremendous throughput for applications. These platforms incorporate processors, systems software, programmable algorithms, systems, and services to deliver value that is unique in the marketplace. From our proprietary processors, we created platforms that address four large markets where our expertise is critical: Gaming, Professional Visualization, Data Center, and Automotive.

### Gaming

Computer gaming is the largest entertainment industry. Many factors propel computer gaming's growth, including new high production value games and franchises, the rise of competitive online gaming, eSports, and the rise of virtual and augmented reality.

Our GPUs enhance the gaming experience by improving the visual quality of graphics, increasing the frame rate for smoother gameplay and improving realism by incorporating the behavior of light and physical objects. These can be enjoyed independently or together to extend the gaming experience across platforms.

Our gaming platforms utilize sophisticated 3D software and algorithms, including our GameWorks libraries that provide special effects for games. We further enhance gaming with GeForce Experience, our gaming application that optimizes the PC user's settings for each title and enables players to record and share gameplay.

We developed NVIDIA RTX ray tracing technology to enable real-time, cinematic-quality rendering in the RTX line-up of our gaming platforms. Ray tracing, which has long been used for special effects in the movie industry, is a computationally intensive technique that simulates the physical behavior of light to achieve greater realism in computer-generated scenes.

To enable VR, we provide developers with a suite of software libraries called VRWorks. VRWorks allows developers to create fully immersive experiences by enabling physically realistic visuals, sound, touch interactions, and simulated environments. VR requires advanced high-performance GPUs as the engine to simulate complete immersion.

Our products for the gaming market include GeForce RTX and GeForce GTX GPUs for PC gaming, SHIELD devices for gaming and streaming, GeForce NOW for cloud-based gaming, as well as platforms and development services for specialized console gaming devices.

## **Professional Visualization**

We serve the Professional Visualization market by working closely with independent software vendors to optimize their offerings for NVIDIA GPUs. Our GPU computing solutions enhance productivity and introduce new capabilities for critical parts of the workflow for such major industries as automotive, media and entertainment, architectural engineering, oil and gas, and medical imaging.

Designers who build the products we use every day need the images that they view digitally to mirror reality. This requires simulating the physical behavior of light and materials, or physically-based rendering, an emerging trend in professional design. Our DesignWorks software delivers this to designers and enables an architect designing a building with a computer-aided design package to interact with the model in real time, view it in greater detail, and generate photorealistic renderings for the client. It also allows an automotive designer to create a highly realistic 3D image of a car, which can be viewed from all angles, reducing reliance on costly, time-consuming full-scale clay models.

During fiscal year 2019, we introduced the NVIDIA RTX platform, making it possible to render film-quality, photorealistic objects and environments with physically accurate shadows, reflections and refractions using ray tracing in real-time. Through fiscal year 2020, many leading 3D design and content creation applications developed by our ecosystem partners enabled support for RTX, allowing professionals to accelerate and transform their workflows with NVIDIA RTX GPUs.

Just as VR is becoming more important in gaming, it is also being incorporated in a growing number of enterprise applications, including within medicine, architecture, product design, and retail. Virtual car showrooms, surgical training, architectural walkthroughs, and bringing historical scenes to life all deploy this technology, powered by our GPUs.

Visual computing is vital to productivity in many environments, including design and manufacturing and digital content creation. Design and manufacturing includes computer-aided design, architectural design, consumer-products manufacturing, medical instrumentation, and aerospace. Digital content creation includes professional video editing and post production, special effects for films, and broadcast-television graphics.

Our brand for this market is Quadro for workstations. Quadro GPUs enhance the productivity of designers by improving performance and adding functionality, such as photorealistic rendering, high color fidelity, and advanced scalable display capabilities.

## **Data Center**

The NVIDIA accelerated computing platform addresses AI and HPC applications. The platform consists of our energy efficient GPUs, our CUDA programming language, specific libraries such as cuDNN and TensorRT, and innovations such as NVLink and NVSwitch interconnects, which enable application scalability across multiple GPUs.

In the field of AI, NVIDIA's platform accelerates both deep learning and machine learning workloads. Deep learning is a computer science approach where neural networks are trained to recognize patterns from massive amounts of data in the form of images, sounds and text - in some instances better than humans. Machine learning is a related approach that leverages algorithms as well as data to learn how to make determinations or predictions, often used in data science. HPC, also referred to as scientific computing, uses numerical computational approaches to solve large and complex problems. For both AI and HPC applications, the NVIDIA accelerated computing platform greatly increases the performance and power efficiency of high-performance computers and data centers, as GPUs excel at parallel workloads.

We are engaged with thousands of organizations working on AI in a multitude of industries, from automating tasks such as reading medical images, to enabling fraud detection in financial services, to optimizing oil exploration and drilling. These organizations include the world's leading cloud services companies such as Amazon, Baidu, and Facebook, which are infusing AI in applications that enable highly accurate voice recognition and real-time translation; enterprises that are increasingly turning to AI to improve products and services; and startups seeking to implement AI in transformative ways across multiple industries. We partnered with industry leaders such as IBM, Microsoft, Oracle, SAP, and VMware to bring AI to enterprise users. We also have partnerships in healthcare and manufacturing, among others, to accelerate the adoption of AI.

To enable deep learning and machine learning, we provide a family of GPUs designed to speed up training and inferencing of neural networks. They are available in industry standard servers from every major computer maker worldwide, including Cisco, Dell, HP, Inspur, and Lenovo; from every major cloud service provider such as Alicloud, Amazon Web Services, Baidu Cloud, Google Cloud, IBM Cloud, Microsoft Azure, and Oracle Cloud; as well as in our DGX AI supercomputer, a purpose-built system for deep learning and GPU accelerated applications. DGX delivers performance equal to hundreds of conventional servers, comes fully integrated with hardware, software, development tools, support for AI frameworks, and runs popular accelerated applications. We also offer the NVIDIA GPU Cloud, or NGC, a comprehensive catalog of easy-to-use, optimized

software stacks across a range of domains including scientific computing, deep learning, and machine learning. With NGC, AI developers, researchers and data scientists can get started with the development of AI and HPC applications and deploy them on DGX systems, NGC-ready workstations or servers from our systems partners, or with NVIDIA's cloud partners such as Amazon, Google Cloud, Microsoft Azure, or Oracle Cloud.

GPUs also increase the speed of applications used in such fields as aerospace, bio-science research, mechanical and fluid simulations, and energy exploration. GPUs have significantly impacted scientific discovery, including improving heart surgery, mapping human genome folds, seismic modeling, and weather simulations.

Accelerated computing is recognized as the path forward for computing amid the slowing of Moore's Law. The proportion of supercomputers utilizing accelerators has grown sharply over the past five years, now accounting for a significant proportion of both the total systems on the TOP500 list, which ranks the 500 most powerful commercially available computer systems, and the list's total floating-point operations per second. Tesla GPU accelerators power many of the world's fastest supercomputers, including the U.S. Department of Energy's Summit and Sierra supercomputers at Oak Ridge and Lawrence Livermore National Laboratories, Europe's fastest supercomputer - Piz Daint - in Switzerland, Japan's fastest supercomputer, ABCI; and the world's fastest industrial supercomputer by Italian energy company Eni.

We also serve the data center market with GRID for virtualized graphics and Virtual Compute Server for virtualized AI and data science. GRID makes it possible to run graphics-intensive applications remotely on a server in the data center. Applications include accelerating virtual desktop infrastructures and delivering graphics-intensive applications from the cloud for industries such as manufacturing, healthcare, and educational institutions, among others. Virtual Compute Server (vComputeServer) enables data centers to accelerate server virtualization with GPUs so that the most compute-intensive workloads, such as artificial intelligence, deep learning, and data science, can be run in a virtual machine.

## Automotive

NVIDIA's Automotive market is comprised of cockpit infotainment solutions, AV platforms, and associated development agreements. Leveraging our technology leadership in AI and building on our long-standing automotive relationships, we are delivering a full solution for the AV market under the DRIVE brand. NVIDIA has demonstrated multiple applications of AI within the car. AI can drive the car itself as a pilot, in either partial or fully autonomous mode. AI can also be a co-pilot, assisting the human driver in creating a safer driving experience.

NVIDIA is working with several hundred partners in the automotive ecosystem including automakers, truck makers, tier-one suppliers, sensor manufacturers, automotive research institutions, HD mapping companies, and startups to develop and deploy AI systems for self-driving vehicles. Our unified AI computing architecture starts with training deep neural networks using our GPUs, and then running them within the vehicle on the NVIDIA DRIVE computing platform. The platform consists of high-performance, energy efficient hardware - DRIVE AGX, and open, modular software - including DRIVE AV for autonomous driving and DRIVE IX for in-vehicle AI assistance. In addition, we offer a scalable simulation solution, NVIDIA DRIVE Constellation, for testing and validating a self-driving platform before commercial deployment. This end-to-end, software-defined approach allows cars to receive over-the-air updates to add new features and capabilities throughout the life of a vehicle.

NVIDIA DRIVE can perceive and understand in real-time what's happening around the vehicle, precisely locate itself on an HD map, and plan a safe path forward. This advanced self-driving car platform combines deep learning, sensor fusion, and surround vision to change the driving experience. Our DRIVE platform scales from a palm-sized, energy-efficient module for automated highway-driving capabilities to a configuration with multiple systems aimed at enabling driverless cars. Our Xavier SoC, which started shipping in 2018, enables vehicles to use deep neural networks to process data from multiple cameras and sensors. It powers the DRIVE AutoPilot, NVIDIA's Level 2+ automated driving solution, combining the DRIVE AV self-driving solution with the DRIVE IX cockpit software, including a visualization system for allowing the driver to see what the car sees and plans to do. In fiscal year 2020, we announced our next-generation SoC, Orin, targeting mass production in 2022.

## Business Strategies

NVIDIA's key strategies that shape our overall business approach include:

**Advancing the GPU computing platform.** The massive parallel processing capabilities of NVIDIA GPUs can solve complex problems in significantly less time and with lower power consumption than alternative computational approaches. Indeed, GPUs can help solve problems that were previously deemed unsolvable. We work to deliver continued GPU performance leaps that outpace Moore's Law by leveraging innovation across the architecture, chip design, system, and software layers. Our strategy is to target markets where GPUs deliver order-of-magnitude performance advantages relative to legacy approaches. Our market platforms so far include Gaming, Professional Visualization, Data Center, and Automotive. While



the requirements of these end markets are diverse, we address them with a unified underlying architecture leveraging our GPUs and CUDA as the fundamental building blocks. The programmable nature of our architecture allows us to make leveraged investments in R&D: we can support several multi-billion dollar end markets with the same underlying technology by using a variety of software stacks developed either internally or by third party developers and partners. We utilize this platform approach in each of our target markets.

**Extending our technology and platform leadership in AI.** We provide a complete, end-to-end GPU computing platform for deep learning and machine learning, addressing both training and inferencing. This includes GPUs, our CUDA programming language, algorithms, libraries, and system software. GPUs are uniquely suited to AI, and we will continue to add AI-specific features to our GPU architecture to further extend our leadership position. Our AI technology leadership is reinforced by our large and expanding ecosystem in a virtuous cycle. Our GPU platforms are available from virtually every major server maker and cloud service provider, as well as on our own AI supercomputer. There are over 1.6 million developers worldwide using CUDA and our other software tools to help deploy our technology in our target markets. We evangelize AI through partnerships with hundreds of universities and more than 3,600 startups through our Inception program. Additionally, our Deep Learning Institute provides instruction on the latest techniques on how to design, train, and deploy neural networks in applications using our accelerated computing platform.

**Extending our technology and platform leadership in visual computing.** We believe that visual computing is fundamental to the continued expansion and evolution of computing. We apply our research and development resources to extending our leadership in visual computing, enabling us to enhance the user experience for consumer entertainment and professional visualization applications. Our technologies are instrumental in driving gaming forward, as developers leverage our libraries and algorithms to create near-cinematic and VR experiences. Our close collaboration with game developers allows us to deliver an optimized gaming experience on our GeForce platform. Our GeForce Experience gaming application further enhances each gamer's experience by optimizing their PC's settings, as well as enabling the recording and sharing of gameplay. We also enable interactive graphics applications - such as games, movie and photo editing and design software - to be accessed by almost any device, almost anywhere, through our cloud platforms such as GRID for enterprise and GeForce NOW for gaming.

**Advancing the leading autonomous vehicle platform.** We believe the advent of AV will soon revolutionize the transportation industry. In our view, AI is the key technology enabler of this opportunity, as the algorithms required for autonomous driving - such as perception, localization, and planning - are too complex for legacy hand-coded approaches, and will run on multiple trained neural networks instead. Therefore, we provided a full functionally safe AI-based hardware and software solution for the AV market under the DRIVE brand, which we are bringing to market through our partnerships with automotive original equipment manufacturers, or OEMs, tier-1 suppliers, and start-ups. Our AV solution also includes the GPU-based hardware required to train the neural networks before their in-vehicle deployment, as well as to re-simulate their operation prior to any over-the-air software updates. We believe our comprehensive, top-to-bottom and end-to-end approach will enable the transportation industry to solve the complex problems arising from the shift to autonomous driving.

**Leveraging our intellectual property.** We believe our intellectual property is a valuable asset that can be accessed by our customers and partners through licenses and development agreements when they desire to build such capabilities directly into their own products, or have us do so through a custom development. Such license and development arrangements can further enhance the reach of our technology.

## Sales and Marketing

Our sales strategy involves working with end customers and various industry ecosystems through our partner network. Our worldwide sales and marketing strategy is key to achieving our objective of providing markets with our high-performance and efficient GPU and embedded system-on-a-chip, or SOC, platforms. Our sales and marketing teams, located across our global markets, work closely with end customers in each industry. Our partner network incorporates each industry's respective OEMs, original device manufacturers, or ODMs, system builders, add-in board manufacturers, or AIBs, retailers/distributors, internet and cloud service providers, automotive manufacturers and tier-1 automotive suppliers, mapping companies, start-ups, and other ecosystem participants.

Members of our sales team have technical expertise and product and industry knowledge. We also employ a team of application engineers to assist our partner network in designing, testing, and qualifying system designs that incorporate our platforms. We believe that the depth and quality of our design support are key to improving our partner network's time-to-market, maintaining a high level of customer satisfaction, and fostering relationships that encourage our end customers and partner network to use the next generation of our products within each platform.

To encourage the development of applications optimized for our GPUs, we seek to establish and maintain strong relationships in the software development community. Engineering and marketing personnel engage with key software developers to promote and discuss our platforms, as well as to ascertain individual product requirements and solve technical problems.

Our developer program makes our products available to developers prior to launch in order to encourage the development of AI frameworks, Software Development Kits, and Application Programming Interfaces, or APIs, for software applications and game titles that are optimized for our platforms. Our Deep Learning Institute provides in-person and online training for developers in industries and organizations around the world to build AI and accelerated computing applications that leverage our GPU and CUDA platforms. We now have over 1.6 million registered developers across our platforms, including accelerated computing, gaming, deep learning, autonomous machines, and others.

As NVIDIA's business has evolved from a focus primarily on gaming products to broader markets, and from chips to platforms and complete systems, so, too, have our avenues to market. Thus, in addition to sales to customers in our partner network, certain of our platforms are also sold through e-tail channels, or direct to cloud service providers and enterprise customers.

Sales to Dell Technologies Inc., or Dell, accounted for 11% of our total revenue for fiscal year 2020.

### **Backlog**

Our sales are primarily made pursuant to standard purchase orders. The quantity of products purchased by our customers as well as our shipment schedules are subject to revisions that reflect changes in both the customers' requirements and in manufacturing availability. Our industry is characterized by relatively short lead time orders and delivery schedules, thus, we believe that only a small portion of our backlog is non-cancelable and that the dollar amount associated with the non-cancelable portion is not significant.

### **Seasonality**

Our GPU and Tegra processor platforms serve many markets from consumer PC gaming to enterprise workstations to government and cloud service provider data centers, although a majority of our revenue stems from the consumer industry. Our consumer products typically see stronger revenue in the second half of our fiscal year. In addition, based on the production schedules of key customers, some of our products for notebooks or game consoles typically generate stronger revenue in the second and third quarters, and weaker revenue in the fourth and first quarters. However, there can be no assurance that this trend will continue.

### **Manufacturing**

We do not directly manufacture semiconductors used for our products. Instead, we utilize a fabless manufacturing strategy, whereby we employ world-class suppliers for all phases of the manufacturing process, including wafer fabrication, assembly, testing, and packaging. This strategy uses the expertise of industry-leading suppliers that are certified by the International Organization for Standardization in such areas as fabrication, assembly, quality control and assurance, reliability, and testing. Additionally, we can avoid many of the significant costs and risks associated with owning and operating manufacturing operations. While we may directly procure certain raw materials used in the production of our products, such as substrates and a variety of components, our suppliers are responsible for procurement of the majority of the raw materials used in the production of our products. As a result, we can focus our resources on product design, additional quality assurance, marketing, and customer support.

We utilize industry-leading suppliers, such as Taiwan Semiconductor Manufacturing Company Limited and Samsung Electronics Co. Ltd, to produce our semiconductor wafers. We then utilize independent subcontractors, such as Advanced Semiconductor Engineering, Inc., Amkor Technology, BYD Auto Co. Ltd., Hon Hai Precision Industry Co., Ltd., JSI Logistics Ltd., King Yuan Electronics Co., Ltd., and Siliconware Precision Industries Company Ltd. to perform assembly, testing, and packaging of most of our products and platforms. We purchase substrates from IbidenCo. Ltd., Kinsus Interconnect Technology Corporation, and Unimicron Technology Corporation, and memory from Micron Technology, Samsung Semiconductor, Inc., and SK Hynix.

We typically receive semiconductor products from our subcontractors, perform incoming quality assurance and configuration, and then ship the semiconductors to contract equipment manufacturers, or CEMs, distributors, motherboard and AIB customers from our third-party warehouse in Hong Kong. Generally, these manufacturers assemble and test the boards based on our design kit and test specifications, and then ship our products to retailers, system builders, or OEMs as motherboard and AIB solutions.

We also utilize industry-leading contract manufacturers, or CMs, such as BYD and Hon Hai Precision Industry Co., and ODMs such as Quanta Computer and Wistron Corporation, to manufacture some of our products for sale directly to end customers. In those cases, key elements such as the GPU, SoC and memory are often consigned by us to the CMs, who are responsible for the procurement of other components used in the production process.

## Working Capital

We focus considerable attention on managing our inventories and other working-capital-related items. We manage inventories by communicating with our customers and partners and then using our industry experience to forecast demand on a platform-by-platform basis. We then place manufacturing orders for our products that are based on forecasted demand. We generally maintain substantial inventories of our products. A substantial amount of our inventories is maintained as semi-finished products that can be leveraged across a wide range of our processors to balance our customer demands.

Our existing cash, cash equivalents and marketable securities balances increased by 47% to \$10.90 billion at the end of fiscal year 2020 compared with the end of fiscal year 2019.

## Competition

The market for our products is intensely competitive and is characterized by rapid technological change and evolving industry standards. We believe that the principal competitive factors in this market are performance, breadth of product offerings, access to customers and partners and distribution channels, software support, conformity to industry standard APIs, manufacturing capabilities, processor pricing, and total system costs. We believe that our ability to remain competitive will depend on how well we are able to anticipate the features and functions that customers and partners will demand and whether we are able to deliver consistent volumes of our products at acceptable levels of quality and at competitive prices. We expect competition to increase from both existing competitors and new market entrants with products that may be lower priced than ours, or may provide better performance or additional features not provided by our products. In addition, it is possible that new competitors or alliances among competitors could emerge and acquire significant market share.

A significant source of competition comes from companies that provide or intend to provide GPUs, embedded SOCs, and other accelerated and AI computing processor products. Some of our competitors may have greater marketing, financial, distribution and manufacturing resources than we do and may be more able to adapt to customer or technological changes.

Our current competitors include:

- suppliers and licensors designing discrete and integrated GPUs and other accelerated computing solutions, including chipsets that incorporate 3D graphics, or HPC, such as Advanced Micro Devices, or AMD, Intel Corporation, or Intel, and Xilinx, Inc.;
- large internet services companies with internal teams designing chips that incorporates HPC or accelerated computing functionality as part of their internal solutions or platforms, such as Alphabet Inc.; and
- suppliers of SoC products that are embedded into automobiles, autonomous machines, and gaming devices, such as Ambarella, Inc., AMD, Broadcom Inc., Intel, Qualcomm Incorporated, Renesas Electronics Corporation, Samsung, and Xilinx, Inc. or companies with internal teams designing SoC products for internal use, such as Tesla Motors.

## Patents and Proprietary Rights

We rely primarily on a combination of patents, trademarks, trade secrets, employee and third-party nondisclosure agreements, and licensing arrangements to protect our intellectual property in the United States and internationally. Our currently issued patents have expiration dates from March 2020 to October 2039. We have numerous patents issued, allowed, and pending in the United States and in foreign jurisdictions. Our patents and pending patent applications primarily relate to our products and the technology used in connection with our products. We also rely on international treaties, organizations, and foreign laws to protect our intellectual property. The laws of certain foreign countries in which our products are or may be manufactured or sold, including various countries in Asia, may not protect our products or intellectual property rights to the same extent as the laws of the United States. This decreased protection makes the possibility of piracy of our technology and products more likely. We continuously assess whether and where to seek formal protection for particular innovations and technologies based on such factors as:

- the location in which our products are manufactured;
- our strategic technology or product directions in different countries;
- the degree to which intellectual property laws exist and are meaningfully enforced in different jurisdictions; and
- the commercial significance of our operations and our competitors' operations in particular countries and regions.

We have also licensed technology from third parties and expect to continue to enter into such license agreements.

## Employees

As of January 26, 2020, we had 13,775 employees, 9,823 of whom were engaged in research and development and 3,952 of whom were engaged in sales, marketing, operations, and administrative positions.

## Environmental Regulatory Compliance

To date, we have not incurred significant expenses related to environmental regulatory compliance matters.

## Information About Our Executive Officers

The following sets forth certain information regarding our executive officers, their ages and positions as of February 14, 2020:

Name	Age	Position
Jen-Hsun Huang	56	President and Chief Executive Officer
Colette M. Kress	52	Executive Vice President and Chief Financial Officer
Ajay K. Puri	65	Executive Vice President, Worldwide Field Operations
Debora Shoquist	65	Executive Vice President, Operations
Timothy S. Teter	53	Executive Vice President and General Counsel

**Jen-Hsun Huang** co-founded NVIDIA in 1993 and has served as our President, Chief Executive Officer and a member of the Board of Directors since our inception. From 1985 to 1993, Mr. Huang was employed at LSI Logic Corporation, a computer chip manufacturer, where he held a variety of positions including as Director of Coreware, the business unit responsible for LSI's SOC. From 1983 to 1985, Mr. Huang was a microprocessor designer for Advanced Micro Devices, Inc., a semiconductor company. Mr. Huang holds a B.S.E.E. degree from Oregon State University and an M.S.E.E. degree from Stanford University.

**Colette M. Kress** joined NVIDIA in 2013 as Executive Vice President and Chief Financial Officer. Prior to NVIDIA, Ms. Kress most recently served as Senior Vice President and Chief Financial Officer of the Business Technology and Operations Finance organization at Cisco Systems, Inc., a networking equipment company, since 2010. At Cisco, Ms. Kress was responsible for financial strategy, planning, reporting and business development for all business segments, engineering and operations. From 1997 to 2010 Ms. Kress held a variety of positions at Microsoft Corporation, a software company, including, beginning in 2006, Chief Financial Officer of the Server and Tools division, where Ms. Kress was responsible for financial strategy, planning, reporting and business development for the division. Prior to joining Microsoft, Ms. Kress spent eight years at Texas Instruments Incorporated, a semiconductor company, where she held a variety of finance positions. Ms. Kress holds a B.S. degree in Finance from University of Arizona and an M.B.A. degree from Southern Methodist University.

**Ajay K. Puri** joined NVIDIA in 2005 as Senior Vice President, Worldwide Sales and became Executive Vice President, Worldwide Field Operations in 2009. Prior to NVIDIA, he held positions in sales, marketing, and general management over a 22-year career at Sun Microsystems, Inc., a computing systems company. Mr. Puri previously held marketing, management consulting, and product development positions at Hewlett-Packard Company, an information technology company, Booz Allen Hamilton Inc., a management and technology consulting company, and Texas Instruments Incorporated. Mr. Puri holds a B.S.E.E. degree from the University of Minnesota, an M.S.E.E. degree from the California Institute of Technology and an M.B.A. degree from Harvard Business School.

**Debora Shoquist** joined NVIDIA in 2007 as Senior Vice President of Operations and in 2009 became Executive Vice President of Operations. Her role has since expanded with responsibility added for Facilities in 2013, and for Information Technology in 2015. Prior to NVIDIA, Ms. Shoquist served from 2004 to 2007 as Executive Vice President of Operations at JDS Uniphase Corp., a provider of communications test and measurement solutions and optical products for the telecommunications industry. She served from 2002 to 2004 as Senior Vice President and General Manager of the Electro-Optics business at Coherent, Inc., a manufacturer of commercial and scientific laser equipment. Previously, she worked at Quantum Corp., a data protection company, as President of the Personal Computer Hard Disk Drive Division, and at Hewlett-Packard Corp. Ms. Shoquist holds a B.S. degree in Electrical Engineering from Kansas State University and a B.S. degree in Biology from Santa Clara University.

**Timothy S. Teter** joined NVIDIA in 2017 as Senior Vice President, General Counsel and Secretary and became Executive Vice President, General Counsel and Secretary in February 2018. Prior to NVIDIA, Mr. Teter spent more than two decades at the law firm of Cooley LLP. He was most recently a partner at Cooley, where he focused on litigating patent and technology related matters. Prior to attending law school, he worked as an engineer at Lockheed Missiles and Space Company. Mr. Teter holds a B.S. degree in Mechanical Engineering from the University of California at Davis and a J.D. degree from Stanford Law School.

## Available Information

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and, if applicable, amendments to those reports filed or furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934, as

amended, are available free of charge on or through our web site, <http://www.nvidia.com>, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission, or the SEC. The SEC's website, <http://www.sec.gov>, contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. Our web site and the information on it or connected to it are not a part of this Annual Report on Form 10-K.

## ITEM 1A. RISK FACTORS

*In evaluating NVIDIA and our business, the following factors should be considered in addition to the other information in this Annual Report on Form 10-K. Before you buy our common stock, you should know that making such an investment involves risks including, but not limited to, the risks described below. Any one of the following risks could harm our business, financial condition, results of operations or reputation, which could cause our stock price to decline, and you may lose all or a part of your investment. Additional risks, trends and uncertainties not presently known to us or that we currently believe are immaterial may also harm our business, financial condition, results of operations or reputation.*

### Risks Related to Our Business, Industry and Partners

**If we fail to meet the evolving needs of our markets, or identify new products, services or technologies, our revenue and financial results may be adversely impacted.**

We created GPU-based visual and accelerated computing platforms that address four large markets: Gaming, Professional Visualization, Data Center, and Automotive. These markets often experience rapid technological change, changes in customer requirements, new product introductions and enhancements, and evolving industry standards. Our success depends on our ability to identify emerging industry changes and to develop new (or enhance our existing) products, services and technologies that meet the evolving needs of these markets. Such activities may require considerable technical, financial, compliance, sales and marketing investments. We devote significant resources to the development of technologies and business offerings in markets where we have a limited operating history, such as the automotive and data center markets, which presents additional risks to our business. We must also continue to develop the infrastructure needed to scale our business in these areas, including customer service and support. We also must meet customer safety and compliance standards, which are subject to change. Additionally, we continue to make considerable investments in research and development, which may not produce significant revenue for several years, if at all. If our investments are unsuccessful and we fail to develop new products, services and technologies, or if we focus on technologies that do not become widely adopted, our business, revenue, financial condition and results of operations could be adversely affected. We cannot assure you that our strategic direction will result in innovative products and technologies that provide value to our customers, partners and ultimately, our shareholders. If we fail to anticipate the changing needs of our target markets and emerging technology trends, or if we do not appropriately adapt that strategy as market conditions evolve, in a timely manner to exploit potential market opportunities, our business will be harmed.

**Competition in our current and target markets could prevent us from growing our revenue.**

Our target markets remain extremely competitive, and we expect competition to intensify as current competitors expand their product and/or service offerings, industry standards continue to evolve, customer needs change and new competitors enter these markets. Our competitors' products, services and technologies may be less costly, or may offer superior functionality or better features, than ours, which may result, among other things, in lower than expected selling prices for our products. In addition, some of our competitors operate and maintain their own fabrication facilities, have longer operating histories, larger customer bases, more comprehensive intellectual property, or IP, portfolios and patent protections, and greater financial, sales, marketing and distribution resources than we do. These competitors may be able to more effectively identify and capitalize upon opportunities in new markets and end user customer trends, quickly transition their products, including semiconductor products, to increasingly smaller line width geometries, and obtain sufficient foundry capacity and packaging materials, which could harm our business. If we are unable to successfully compete in our target markets, respond to changes in our target markets or introduce new offerings to meet the needs of this competitive environment, including in significant international markets such as China, demand for our products, services and technologies could decrease, which would cause our revenue to decline and cause our results of operations to suffer. In addition, the competitive landscape in our target markets has changed and may continue to evolve due to a trend toward consolidation, which could lead to fewer customers, partners, or suppliers, any of which could negatively affect our financial results.

**System security and data protection breaches, as well as cyber-attacks, could disrupt our operations, reduce our expected revenue and increase our expenses, which could adversely affect our stock price and damage our reputation.**

Security breaches, computer malware, phishing, and cyber-attacks have become more prevalent and sophisticated in recent years. These threats are constantly evolving, making it increasingly difficult to successfully defend against them or

implement adequate preventative measures. These attacks have occurred on our systems in the past and are expected to occur in the future. Experienced computer programmers, hackers and employees may penetrate our security controls and misappropriate or compromise our confidential information, or that of our employees or third parties. These attacks may create system disruptions or cause shutdowns. These hackers may also develop and deploy viruses, worms and other malicious software programs that attack or otherwise exploit security vulnerabilities in our products, including consumer and automotive products, where we utilize over-the-air updates to improve functionality over time. For portions of our IT infrastructure, including business management and communication software products, we rely on products and services provided by third parties. These providers may also experience breaches and attacks to their products which may impact our systems. Data security breaches may also result from non-technical means, such as actions by an employee with access to our systems. To defend against security threats, both to our internal systems and those of our customers, we must continuously engineer more secure products and enhance security and reliability features, which may result in increased expenses.

Actual or perceived breaches of our security measures or the accidental loss, inadvertent disclosure or unapproved dissemination of proprietary information or sensitive or confidential data about us, our partners, our customers or third parties could expose us and the parties affected to a risk of loss or misuse of this information, resulting in litigation and potential liability, paying damages, regulatory inquiries or actions, damage to our brand and reputation or other harm to our business. Our efforts to prevent and overcome these challenges could increase our expenses and may not be successful. We may experience interruptions, delays, cessation of service and loss of existing or potential customers. Such disruptions could adversely impact our ability to fulfill orders and interrupt other critical functions. Delayed sales, lower margins or lost customers as a result of these disruptions could adversely affect our financial results, stock price and reputation.

**We depend on third parties and their technology to manufacture, assemble, test and/or package our products, which reduces our control over product quantity and quality, manufacturing yields, development, enhancement and product delivery schedule and could harm our business.**

We do not manufacture the silicon wafers used for our GPUs and Tegra processors and do not own or operate a wafer fabrication facility. Instead, we are dependent on industry-leading foundries, such as Taiwan Semiconductor Manufacturing Company Limited and Samsung Electronics Co. Ltd., to manufacture our semiconductor wafers using their fabrication equipment and techniques. Similarly, we do not directly assemble, test or package our products, but instead rely on independent subcontractors. We do not have long-term commitment contracts with these foundries or subcontractors. As a result, we face several significant risks which could have an adverse effect on our ability to meet customer demand and/or negatively impact our business operations, gross margin, revenue and/or financial results, including:

- a lack of guaranteed supply of wafers and other components and potential higher wafer and component prices due to supply constraints;
- a failure by our foundries to procure raw materials or to provide or allocate adequate or any manufacturing or test capacity for our products;
- a failure to develop, obtain or successfully implement high quality, leading-edge process technologies, including transitions to smaller geometry process technologies such as advanced process node technologies and memory designs needed to manufacture our products profitably or on a timely basis;
- a limited number of suppliers, including foundries, assembly and test providers, and memory manufacturers;
- loss of a supplier and additional expense and/or production delays as a result of qualifying a new foundry or subcontractor and commencing volume production or testing in the event of a loss of or a decision to add or change a supplier;
- a lack of direct control over delivery schedules or product quantity and quality; and
- delays in product shipments, shortages, a decrease in product quality and/or higher expenses in the event our subcontractors or foundries prioritize our competitors' orders over our orders or otherwise.

In addition, low manufacturing yields could have an adverse effect on our ability to meet customer demand, increase manufacturing costs, harm customer or partner relationships, and/or negatively impact our business operations, gross margin, revenue and/or financial results. Manufacturing yields for our products are a function of product design, which is developed largely by us, and process technology, which typically is proprietary to the foundry. Low yields may result from either product design or process technology failure. We do not know whether a yield problem will exist until our design is actually manufactured by the foundry. As a result, yield problems may not be identified until well into the manufacturing process and require us and the foundry to cooperate to resolve the problem.

We also rely on third-party software development tools to assist us in the design, simulation and verification of new products or product enhancements, and to bring such new products and enhancements to market in a timely manner. In the past, we have experienced delays in the introduction of products and enhancements as a result of the inability of then available

software development tools to fully simulate the complex features and functionalities of our products. The design requirements necessary to meet consumer demands for more features and greater functionality from our products may exceed the capabilities of available software development tools. If we miss design cycles or lose design wins due to the unavailability of such software development tools, we could lose market share and our revenues could decline. If we fail to achieve design wins for our products, our business will be harmed.

For our products that we do not sell directly to consumers, achieving design wins is an important success factor. Achieving design wins may involve a lengthy process in pursuit of a customer opportunity and depend on our ability to anticipate features and functionality that customers and consumers will demand. Failure to obtain a particular design win may prevent us from obtaining design wins in subsequent generations of a particular product. This could result in lost revenue and could weaken our position in future competitive bid selection processes.

Unanticipated changes in industry standards could render our products incompatible with products developed by major hardware manufacturers and software developers. Further, if our products are not in compliance with prevailing industry standards, including safety standards, our customers may not incorporate our products into their design strategies. Winning a product design does not guarantee sales to a customer or that we will realize as much revenue as anticipated, if any.

**If our products contain significant defects, we could incur significant expenses to remediate such defects, our reputation could be damaged, and we could lose market share.**

Our products are complex and may contain defects or security vulnerabilities, or experience failures or unsatisfactory performance due to any number of issues in design, fabrication, packaging, materials and/or use within a system. These risks may increase as our products are introduced into new devices, markets, technologies and applications, including into the automotive market, or as new versions are released. Some errors in our products or services may only be discovered after a product or service has been shipped or used by customers or the end users of such product. Undiscovered vulnerabilities in our products or services could expose our customers or end users to hackers or other unscrupulous third parties who develop and deploy viruses, worms and other malicious software programs that could attack our products or services. Failure of our products to perform to specifications, or other product defects, could lead to substantial damage to the products we sell directly to customers, the end product in which our device has been integrated by OEMs, ODMs, AIBs and Tier 1 automotive suppliers, and to the user of such end product. Any such defect may cause us to incur significant warranty, support and repair or replacement costs, write off the value of related inventory, cause us to lose market share, and divert the attention of our engineering personnel from our product development efforts to find and correct the issue. In addition, an error or defect in new products or releases or related software drivers after commencement of commercial shipments could result in failure to achieve market acceptance or loss of design wins, harm our relationships with customers and partners and harm consumers' perceptions of our brand. Also, we may be required to reimburse our customers, partners or consumers, including costs to repair or replace products in the field. A product recall, including automotive recalls or a recall due to a bug in our products, or a significant number of product returns could be expensive, damage our reputation, harm our ability to attract new customers, result in the shifting of business to our competitors and result in litigation against us, such as product liability suits. If a product liability claim is brought against us, the cost of defending the claim could be significant and would divert the efforts of our technical and management personnel, and harm our business. Further, our business liability insurance may be inadequate or future coverage may be unavailable on acceptable terms, which could adversely impact our financial results.

**Business disruptions could harm our business, lead to a decline in revenues and increase our costs.**

Our worldwide operations could be disrupted by earthquakes, telecommunications failures, power or water shortages, outages at cloud service providers, tsunamis, floods, hurricanes, typhoons, fires, extreme weather conditions, cyber-attacks, terrorist attacks, medical epidemics or pandemics and other natural or man-made disasters, catastrophic events or climate change. The occurrence of any of these disruptions could harm our business and result in significant losses, a decline in revenue and an increase in our costs and expenses. Any of these business disruptions could require substantial expenditures and recovery time in order to fully resume operations. Our corporate headquarters, and a portion of our research and development activities, are located in California, and other critical business operations, finished goods inventory, and some of our suppliers are located in Asia, near major earthquake faults known for seismic activity. In addition, a large portion of our current data center capacity is located in California, making our operations vulnerable to natural disasters or other business disruptions occurring in these geographical areas. The manufacture of product components, the final assembly of our products and other critical operations are concentrated in certain geographic locations, including Taiwan, China, Hong Kong, and Korea. Additionally, a significant portion of our finished goods product distribution occurs through Hong Kong. Geopolitical change or changes in government regulations and policies in the United States or abroad may result in changing regulatory requirements, trade policies, import duties and economic disruptions that could impact our operating strategies, product demand, access to global markets, hiring, and profitability. In particular, revisions to laws or regulations

or their interpretation and enforcement could result in increased taxation, trade sanctions, the imposition of import duties or tariffs, restrictions and controls on imports or exports, or other retaliatory actions, which could have an adverse effect on our business plans. For example, regulations to implement the Export Control Reform Act of 2018 could have an adverse effect on our business plans. Catastrophic events can also have an impact on third-party vendors who provide us critical infrastructure services for IT and research and development systems and personnel. Our operations could be harmed if manufacturing, logistics or other operations in these locations are disrupted for any reason, including natural disasters, high heat events or water shortages, information technology system failures, military actions or economic, business, labor, environmental, public health, regulatory or political issues. The ultimate impact on us, our third-party foundries and other suppliers and our general infrastructure of being located near major earthquake faults and being consolidated in certain geographical areas is unknown. In the event a major earthquake or other disaster or catastrophic event affects us or the third-party systems on which we rely, our business could be harmed as a result of declines in revenue, increases in expenses, substantial expenditures and time spent to fully resume operations.

In January 2020, a novel strain of coronavirus was identified in China, resulting in shutdowns of manufacturing and commerce, as well as global travel restrictions to contain the virus. The impact has extended to other regions. We have operations and employees in China, and the region represents an important end market for our products. Our customers and suppliers within China and neighboring countries are also affected by the coronavirus related restrictions and closures. The coronavirus is expected to have a negative effect on our financial results, though the full extent and duration is uncertain and could have a material negative impact on our business.

**If we fail to estimate customer demand properly, our financial results could be harmed.**

We manufacture our GPUs and Tegra processors based on estimates of customer demand and requirements. We sell many of our products through a channel model, and our channel customers sell to retailers, distributors, and/or end customers. As a result, the decisions made by our channel partners, retailers, and distributors in response to changing market conditions and the changing demand for our products could impact our financial results. In order to have shorter shipment lead times and quicker delivery schedules for our customers, we may build inventories for anticipated periods of growth which do not occur, may build inventory anticipating demand that does not materialize, or may build inventory to serve what we believe is pent-up demand. Such decisions may and have resulted in prolonged channel sell-through, as we experienced with our mid-range gaming GPUs in fiscal year 2019. In estimating demand, we make multiple assumptions, any of which may prove to be incorrect. Situations that may result in excess or obsolete inventory include:

- changes in business and economic conditions, including downturns in our target markets and/or overall economy;
- changes in consumer confidence caused by changes in market conditions, including changes in the credit market;
- a sudden and significant decrease in demand for our products;
- a higher incidence of inventory obsolescence because of rapidly changing technology or customer requirements;
- our introduction of new products resulting in lower demand for older products;
- less demand than expected for newly-introduced products; or
- increased competition, including competitive pricing actions.

The cancellation or deferral of customer purchase orders could result in our holding excess inventory, which could adversely affect our gross margins. In addition, because we often sell a substantial portion of our products in the last month of each quarter, we may not be able to reduce our inventory purchase commitments in a timely manner in response to customer cancellations or deferrals. We could be required to write-down our inventory to the lower of cost or market or write-off excess inventory, and we could experience a reduction in average selling prices if we incorrectly forecast product demand, any of which could harm our financial results.

Conversely, if we underestimate our customers' demand for our products, our foundry partners may not have adequate lead-time or capacity to increase production and we may not be able to obtain sufficient inventory to fill customers' orders on a timely basis. We may also face supply constraints caused by natural disasters or other events. In such cases, even if we are able to increase production levels to meet customer demand, we may not be able to do so in a cost-effective or timely manner. If we fail to fulfill our customers' orders on a timely basis, or at all, our customer relationships could be damaged, we could lose revenue and market share and our reputation could be damaged.

**We receive a significant amount of our revenue from a limited number of customers within our partner network and our revenue could be adversely affected if we lose or are prevented from selling to any of these customers.**

We receive a significant amount of our revenue from a limited number of customers within our distribution and partner network. With several of these distributors and partners, we are selling multiple target market platforms through their channels. For fiscal year 2020, 11% of our total revenue was from one customer, Dell. Our operating results in the foreseeable



future will continue to depend on sales within our partner network, as well as the ability of these partners to sell products that incorporate our GPUs and Tegra processors. In the future, these partners may decide to purchase fewer products than they did in the past, not to incorporate our products into their ecosystem, or to alter their purchasing patterns in some other way, particularly because:

- most of our sales are made on a purchase order basis, which permits our customers to cancel, change or delay product purchase commitments with little or no notice to us and without penalty;
- our partners may develop their own solutions;
- our customers may purchase products from our competitors; or
- our partners may discontinue sales or lose market share in the markets for which they purchase our products.

We could also be restricted from selling our products or providing our technology and services due to U.S. trade restrictions. The loss of any of our large customers, a significant reduction in purchases by them, or our inability to sell to a customer due to U.S. trade restrictions would likely harm our financial condition and results of operations, and any difficulties in collecting accounts receivable could harm our operating results and financial condition.

We maintain an allowance for doubtful accounts for estimated losses resulting from the inability of certain of our customers to make required payments and obtain credit insurance over the purchasing credit extended to these customers. In the future, we may have to record additional provisions or write-offs and/or defer revenue on certain sales transactions, which could negatively impact our financial results, and we may not be able to acquire credit insurance on the credit we extend to these customers or in amounts that we deem sufficient.

**We are subject to risks and uncertainties associated with international operations, which may harm our business.**

We conduct our business worldwide and we have offices in various countries outside of the United States. Our semiconductor wafers are manufactured, assembled, tested and packaged by third parties located outside of the United States. We also generate a significant portion of our revenue from sales outside the United States. We allocate revenue to individual countries based on the location to which the products are initially billed even if our customers' revenue is attributable to end customers that are located in a different location. Revenue from sales outside of the United States accounted for 92% of total revenue for fiscal year 2020, and 87% for each of fiscal years 2019 and 2018. Revenue from billings to China, including Hong Kong, was 25% of our revenue for fiscal year 2020, even if our customers' revenue is attributable to end customers that are located in a different location. Additionally, as of January 26, 2020, approximately 46% of our employees were located outside of the United States. The global nature of our business subjects us to a number of risks and uncertainties, which could have a material adverse effect on our business, financial condition and results of operations, including:

- international economic and political conditions, including as a result of the United Kingdom's vote to withdraw from the European Union, and other political tensions between countries in which we do business;
- unexpected changes in, or impositions of, legislative or regulatory requirements, including changes in tax laws;
- differing legal standards with respect to protection of intellectual property and employment practices;
- local business and cultural factors that differ from our normal standards and practices, including business practices that we are prohibited from engaging in by the Foreign Corrupt Practices Act and other anticorruption laws and regulations;
- exporting or importing issues related to export or import restrictions, including deemed export restrictions, tariffs, quotas and other trade barriers and restrictions;
- disruptions of capital and trading markets and currency fluctuations; and
- increased costs due to imposition of climate change regulations, such as carbon taxes, fuel or energy taxes, and pollution limits.

If our sales outside of the United States are delayed or cancelled because of any of the above factors, our revenue may be negatively impacted.

**If we are unable to attract, retain and motivate our executives and key employees, we may not be able to execute our business strategy effectively.**

To be competitive and execute our business strategy successfully, we must attract, retain and motivate our executives and key employees. The market for highly skilled workers and leaders in our industry is extremely competitive. In particular, hiring qualified executives, scientists, engineers, technical staff and research and development personnel is critical to our business. Additionally, changes in immigration and work permit laws and regulations or the administration or interpretation of such laws or regulations could impair our ability to attract and retain highly qualified employees. If we are less successful

in our recruiting efforts, or if we cannot retain key employees, our ability to develop and deliver successful products and services may be adversely affected. Additionally, competition for personnel results in increased costs in the form of cash and stock-based compensation. The interpretation and application of employment related laws to our workforce practices may result in increased operating costs and less flexibility in how we meet our workforce needs. Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving key employees could hinder our strategic planning and execution.

**We may not be able to realize the potential financial or strategic benefits of business acquisitions or strategic investments, including the Mellanox acquisition, and we may not be able to successfully integrate acquisition targets, which could hurt our ability to grow our business, develop new products or sell our products.**

We have in the past acquired and invested in, and may continue to acquire and invest in, other businesses that offer products, services and technologies that we believe will help expand or enhance our existing products, strategic objectives and business. In March 2019, we announced our agreement to acquire Mellanox for approximately \$6.9 billion. The Mellanox acquisition and other past or future acquisitions or investments involve significant challenges and risks, and could impair our ability to grow our business, develop new products or sell our products, and ultimately could have a negative impact on our growth or our financial results. Given that our resources are limited, our decision to pursue a transaction has opportunity costs; accordingly, if we pursue a particular transaction, we may need to forgo the prospect of entering into other transactions that could help us achieve our strategic objectives. Additional risks related to the Mellanox acquisition, and other acquisitions or strategic investments include, but are not limited to:

- difficulty in combining the technology, products, operations or workforce of the acquired business with our business;
- diversion of capital and other resources, including management's attention;
- assumption of liabilities and incurring amortization expenses, impairment charges to goodwill or write-downs of acquired assets;
- integrating financial forecasting and controls, procedures and reporting cycles;
- coordinating and integrating operations in countries in which we have not previously operated;
- difficulty in realizing a satisfactory return, if at all;
- difficulty in obtaining regulatory, other approvals or financing;
- failure and costs associated with the failure to consummate a proposed acquisition or other strategic investment;
- legal proceedings initiated as a result of an acquisition or investment;
- uncertainties and time needed to realize the benefits of an acquisition or strategic investment, if at all;
- negative changes in general economic conditions in the regions or the industries in which we or our target operate;
- the need to later divest acquired assets if an acquisition does not meet our expectations;
- potential failure of our due diligence processes to identify significant issues with the acquired assets or company; and
- impairment of relationships with, or loss of our or our target's, employees, vendors and customers, as a result of our acquisition or investment.

### **Risks Related to Regulatory, Legal, Our Common Stock and Other Matters**

**Actions to adequately protect our IP rights could result in substantial costs to us and our ability to compete could be harmed if we are unsuccessful in doing so or if we are prohibited from making or selling our products.**

We have in the past, currently are, and may in the future become involved in lawsuits or other legal proceedings alleging patent infringement or other intellectual property rights violations by us, our employees or parties that we have agreed to indemnify for certain claims of infringement. An unfavorable ruling in any such intellectual property related litigation could include significant damages, invalidation of a patent or family of patents, indemnification of customers, payment of lost profits, or, when it has been sought, injunctive relief. Claims that our products or processes infringe the IP rights of others, regardless of their merit, could cause us to incur significant costs to respond to, defend, and resolve such claims, and they may also divert the efforts and attention of management and technical personnel.

We may commence litigation or other legal proceedings in order to protect our intellectual property rights. Such proceedings may increase our operating expenses, which could negatively impact our operating results. Further, we could be subject to countersuits as a result of our initiation of litigation. If infringement claims are made against us or our products are found to infringe a third party's patent or intellectual property, we or one of our indemnitees may have to seek a license to the third party's patent or other intellectual property rights. However, we may not be able to obtain licenses at all or on terms acceptable to us particularly from our competitors. If we or one of our indemnitees is unable to obtain a license from

a third party for technology that we use or that is used in one of our products, we could be subject to substantial liabilities or have to suspend or discontinue the manufacture and sale of one or more of our products. We may also have to make royalty or other payments, or cross license our technology. If these arrangements are not concluded on commercially reasonable terms, our business could be negatively impacted. Furthermore, the indemnification of a customer or other indemnitee may increase our operating expenses which could negatively impact our operating results.

Our success depends in part on protecting our intellectual property. To accomplish this, we rely primarily on a combination of patents, trademarks, trade secrets, employee and third-party nondisclosure agreements, licensing arrangements, and the laws of the countries in which we operate to protect our intellectual property in the United States and internationally. We may be required to spend significant resources to monitor and protect our intellectual property rights, and even with significant expenditures we may not be able to protect our intellectual property rights that are valuable to our business. The laws of certain foreign countries may not protect our products or intellectual property rights to the same extent as the laws of the United States. This makes the possibility of piracy of our technology and products more likely. In addition, the theft or unauthorized use or publication of our trade secrets and other confidential business information could harm our competitive position and reduce acceptance of our products; as a result, the value of our investment in research and development, product development, and marketing could be reduced. We continuously assess whether and where to seek formal protection for existing and new innovations and technologies, but cannot be certain whether our applications for such protections will be approved, and, if approved, whether we will be able to enforce such protections.

**Our operating results have in the past fluctuated and may in the future fluctuate, and if our operating results are below the expectations of securities analysts or investors, our stock price could decline.**

Our operating results have in the past fluctuated and may in the future continue to fluctuate due to numerous factors. Therefore, investors should not rely on quarterly comparisons of our results of operations as an indication of our future performance.

Factors, other than those described elsewhere in these risk factors, that could affect our results of operations in the future include, but are not limited to:

- our ability to achieve volume production of our next-generation products;
- our inability to adjust spending to offset revenue shortfalls due to the multi-year development cycle for some of our products and services;
- fluctuations in the demand for our products related to cryptocurrencies;
- changes in the timing of product orders due to unexpected delays in the introduction of our partners' products;
- our ability to cover the manufacturing and design costs of our products through competitive pricing;
- our ability to comply and continue to comply with our customers' contractual obligations;
- product rates of return in excess of that forecasted or expected due to quality issues;
- our ability to secure appropriate safety certifications and meet industry safety standards;
- supply constraints for and changes in the cost of the other components incorporated into our products
- inventory write-downs;
- our ability to continue generating revenue from our partner network, including by generating sales within our partner network and ensuring our products are incorporated into our partners product ecosystems, and our partner network's ability to sell products that incorporate our GPUs and Tegra processors;
- the inability of certain of our customers to make required payments to us, and our ability to obtain credit insurance over the purchasing credit extended to these customers;
- customer bad debt write-offs;
- any unanticipated costs associated with environmental liabilities;
- unexpected costs related to our ownership of real property;
- changes in financial accounting standards or interpretations of existing standards; and
- general macroeconomic or industry events and factors affecting the overall market and our target markets.

Any one or more of the factors discussed above could prevent us from achieving our expected future financial results. Any such failure to meet our expectations or the expectations of our investors or security analysts could cause our stock price to decline or experience substantial price volatility.

**Privacy concerns relating to our products and services could damage our reputation, deter current and potential users from using our products and services, result in liability, or result in legal or regulatory proceedings.**

Our products and services may provide us with access to sensitive, confidential or personal data or information that is subject to privacy and security laws and regulations. Concerns about our practices with regard to the collection, use, retention, security or disclosure of personal information or other privacy-related matters, even if unfounded, could damage our reputation and adversely affect our operating results. The theft, loss, or misuse of personal data collected, used, stored, or transferred by us to run our business or by one of our partners could result in significantly increased security costs, damage to our reputation, regulatory proceedings, disruption of our business activities or increased costs related to defending legal claims.

Worldwide regulatory authorities are considering and have approved various legislative proposals concerning data protection, which continue to evolve and apply to our business. For example, the European Union adopted the General Data Protection Regulation, or GDPR, which requires companies to meet new requirements effective as of May 2018 regarding the handling of personal data, including its use, protection and the ability of persons whose data is stored to correct or delete such data about themselves. Failure to meet GDPR requirements could result in penalties of up to 4% of worldwide revenue. In addition, the interpretation and application of consumer and data protection laws in the United States, Europe and elsewhere are often uncertain and fluid, and may be interpreted and applied in a manner that is inconsistent with our data practices. If so, we may be ordered to change our data practices and/or be fined. Complying with these changing laws has caused, and could continue to cause, us to incur substantial costs, which could have an adverse effect on our business and results of operations. Further, failure to comply with existing or new rules may result in significant penalties or orders to stop the alleged noncompliant activity.

**We may have exposure to additional tax liabilities and our operating results may be adversely impacted by higher than expected tax rates.**

As a multinational corporation, we are subject to income taxes as well as non-income based taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in both the United States and various foreign jurisdictions. Our domestic and international tax liabilities are subject to the allocation of revenue and expenses in different jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes and other tax liabilities. Further, changes in United States federal, and state or international tax laws applicable to multinational corporations or other fundamental law changes may materially impact our tax expense and cash flows, as we experienced in fiscal year 2018 with the passage of the Tax Cuts and Jobs Act, or TCJA.

Our future effective tax rate may be affected by such factors as changes in tax laws, changes in our business or statutory rates, changes in jurisdictions in which our profits are determined to be earned and taxed, changes in available tax credits, the resolution of issues arising from tax audits, changes in United States generally accepted accounting principles, adjustments to income taxes upon finalization of tax returns, increases in expenses not deductible for tax purposes, changes in the valuation of our deferred tax assets and liabilities and in deferred tax valuation allowances, changing interpretation of existing laws or regulations, the impact of accounting for stock-based compensation and the recognition of excess tax benefits and tax deficiencies within the income tax provision in the period in which they occur, the impact of accounting for business combinations, shifts in the amount of earnings in the United States compared with other regions in the world and overall levels of income before tax, changes in our international organization, as well as the expiration of statute of limitations and settlements of audits. Any changes in our effective tax rate may reduce our net income.

**Our business is exposed to the risks associated with litigation, investigations and regulatory proceedings.**

We currently and may in the future face legal, administrative and regulatory proceedings, claims, demands and/or investigations involving shareholder, consumer, competition and/or other issues relating to our business on a global basis. For example, multiple securities litigation claims have recently been filed against us and certain of our officers based on the dissemination of allegedly false and misleading statements related to channel inventory and the impact of cryptocurrency mining on GPU demand. In addition, a stockholder, purporting to act on behalf of the Company, filed a derivative lawsuit seeking to assert claims on behalf of the Company against the members of our board of directors and certain officers based on the dissemination of allegedly false and misleading statements related to channel inventory and the impact of cryptocurrency mining on GPU demand.

Litigation and regulatory proceedings are inherently uncertain, and adverse rulings could occur, including monetary damages, or an injunction stopping us from manufacturing or selling certain products, engaging in certain business practices, or requiring other remedies, such as compulsory licensing of patents. An unfavorable outcome or settlement may result in a material adverse impact on our business, results of operations, financial position, and overall trends. In addition, regardless of the outcome, litigation can be costly, time-consuming, and disruptive to our operations.

In addition, the laws and regulations our business is subject to are complex and change frequently. We may be required to incur significant expense to comply with changes in, or remedy violations of, these laws and regulations.

**Delaware law and provisions in our certificate of incorporation, our bylaws and our agreement with Microsoft Corporation could delay or prevent a change in control.**

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay, or prevent a change in control by prohibiting us from engaging in a business combination with an interested shareholder for a period of three years after the person becomes an interested shareholder, even if a change of control would be beneficial to our existing shareholders. In addition, our certificate of incorporation and bylaws contain provisions that could make it more difficult for a third party to acquire a majority of our outstanding voting stock. These provisions include the following:

- the ability of our Board of Directors to create and issue preferred stock without prior shareholder approval;
- the prohibition of shareholder action by written consent;
- advance notice requirements for director nominations and shareholder proposals;
- the ability of our Board of Directors to increase or decrease the number of directors without shareholder approval;
- a super-majority voting requirement to amend some provisions in our certificate of incorporation and bylaws;
- the inability of our shareholders to call special meetings of shareholders; and
- the ability of our Board of Directors to make, amend or repeal our bylaws.

On March 5, 2000, we entered into an agreement with Microsoft in which we agreed to develop and sell graphics chips and to license certain technology to Microsoft and its licensees for use in the Xbox. Under the agreement, if an individual or corporation makes an offer to purchase shares equal to or greater than 30% of the outstanding shares of our common stock, Microsoft may have first and last rights of refusal to purchase the stock. The Microsoft provision and the other factors listed above could also delay or prevent a change in control of NVIDIA. These provisions could also discourage proxy contests and make it more difficult for shareholders to elect directors of their choosing and to cause us to take other corporate actions they desire.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not applicable.

**ITEM 2. PROPERTIES**

Our headquarters complex is located in Santa Clara, California. It includes twelve leased commercial buildings totaling 1,093,529 square feet, and real property that we own totaling 720,046 square feet. Our owned property consists of two commercial buildings and a building under construction. The construction is targeted for completion in fiscal year 2022. In addition, we also lease data center space in Santa Clara, California.

Outside of Santa Clara, California, we lease facilities in a number of regional facilities in other U.S. locations that are used as research and development centers and/or sales and administrative offices. Outside of the United States, we own a building in Hyderabad, India, that is being used primarily as a research and development center. We also lease facilities in various international locations that are used as research and development centers and/or sales and administrative offices. These leased facilities are located primarily in Asia and Europe. In addition, we also lease data center space in various locations around the world.

We believe that we currently have sufficient facilities to conduct our operations for the next twelve months. For additional information regarding obligations under leases, refer to Note 3 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K, which information is hereby incorporated by reference.

**ITEM 3. LEGAL PROCEEDINGS**

Please see Note 13 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for a discussion of our legal proceedings.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the Nasdaq Global Select Market under the symbol NVDA. Public trading of our common stock began on January 22, 1999. Prior to that, there was no public market for our common stock. As of February 14, 2020, we had approximately 301 registered shareholders, not including those shares held in street or nominee name.

#### Issuer Purchases of Equity Securities

Beginning August 2004, our Board of Directors authorized us to repurchase our stock.

Since the inception of our share repurchase program, we have repurchased an aggregate of 260 million shares for a total cost of \$7.08 billion through January 26, 2020. All shares delivered from these repurchases have been placed into treasury stock.

As of January 26, 2020, we are authorized, subject to certain specifications, to repurchase shares of our common stock up to \$7.24 billion through December 2022.

The repurchases can be made in the open market, in privately negotiated transactions, or in structured share repurchase programs, and can be made in one or more larger repurchases, in compliance with Rule 10b-18 of the Securities Exchange Act of 1934, as amended, subject to market conditions, applicable legal requirements, and other factors. The program does not obligate NVIDIA to acquire any particular amount of common stock and the program may be suspended at any time at our discretion.

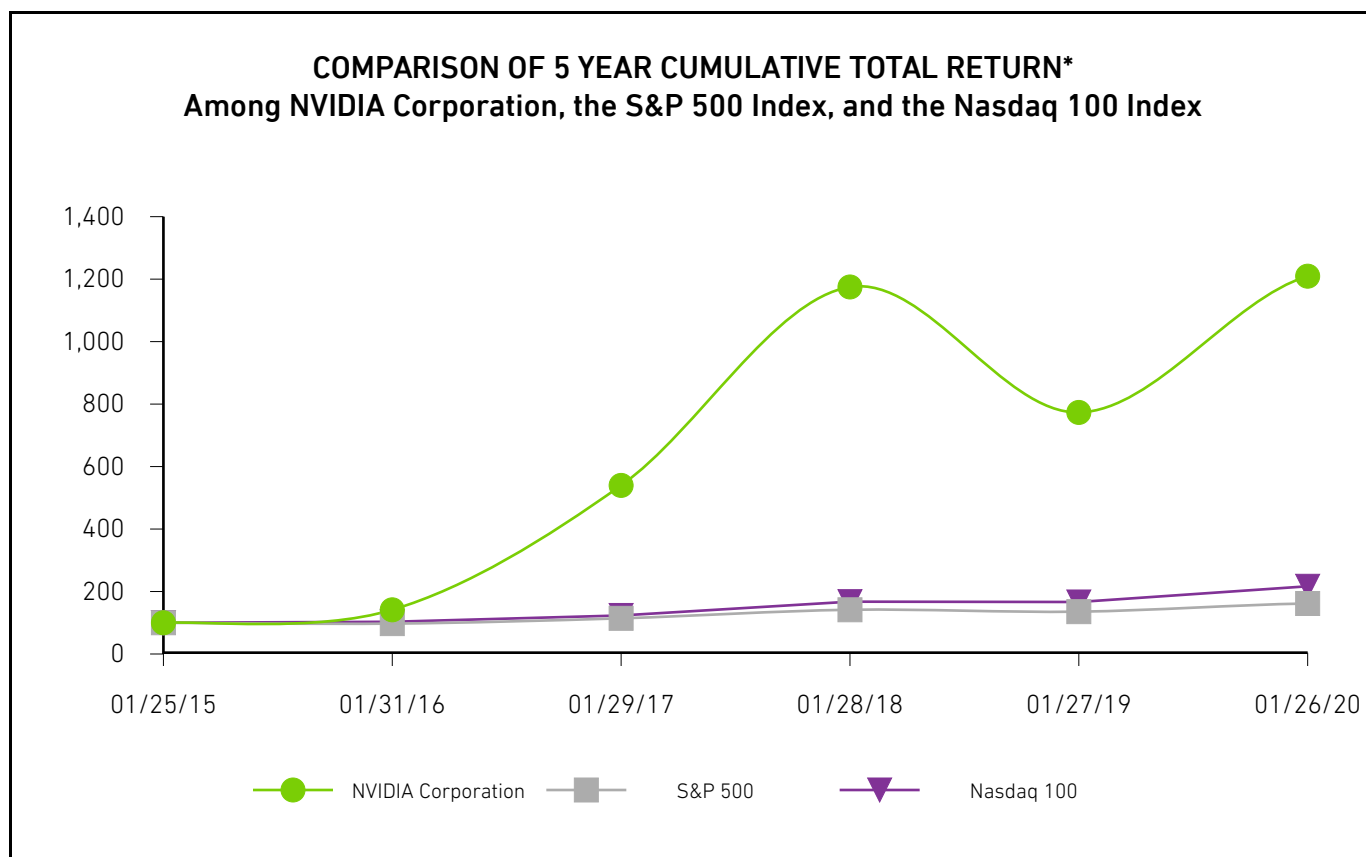
In November 2018, we communicated our intent to return \$3.00 billion to shareholders by the end of fiscal year 2020, including \$700 million in share repurchases made during the fourth quarter of fiscal year 2019. In fiscal year 2020, we returned \$390 million in quarterly cash dividends. We did not repurchase any shares during fiscal year 2020. We intend to return to repurchasing shares after closing the acquisition of Mellanox.

#### Restricted Stock Unit Share Withholding

We also withhold common stock shares associated with net share settlements to cover tax withholding obligations upon the vesting of restricted stock unit awards under our employee equity incentive program. During fiscal year 2020, we withheld approximately 3 million shares at a total cost of \$551 million through net share settlements. Refer to Note 4 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for further discussion regarding our equity incentive plans.

## Stock Performance Graphs

The following graph compares the cumulative total shareholder return for our common stock, the S&P 500 Index, and the Nasdaq 100 Index for the five years ended January 26, 2020. The graph assumes that \$100 was invested on January 25, 2015 in our common stock and in each of the S&P 500 Index and the Nasdaq 100 Index. Our common stock is a component of each of the presented indices. Total return assumes reinvestment of dividends in each of the indices indicated. Total return is based on historical results and is not intended to indicate future performance.



\*\$100 invested on 1/25/15 in stock and in indices, including reinvestment of dividends.

The S&P 500 index is proprietary to and are calculated, distributed and marketed by S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC), its affiliates and/or its licensors and has been licensed for use. S&P® and S&P 500®, among other famous marks, are registered trademarks of Standard & Poor's Financial Services LLC, and Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC. © 2016 S&P Dow Jones Indices LLC, its affiliates and/or its licensors. All rights reserved.

	1/25/2015	1/31/2016	1/29/2017	1/28/2018	1/27/2019	1/26/2020
NVIDIA Corporation .....	\$ 100.00	\$ 141.43	\$ 539.69	\$ 1,174.93	\$ 773.30	\$ 1,209.46
S&P 500 .....	\$ 100.00	\$ 97.26	\$ 114.23	\$ 141.55	\$ 135.54	\$ 161.68
Nasdaq 100 .....	\$ 100.00	\$ 103.15	\$ 123.34	\$ 167.53	\$ 166.49	\$ 216.74

## ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data should be read in conjunction with our financial statements and the notes thereto, and with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations." The Consolidated Statements of Income data for fiscal years 2020, 2019, and 2018 and the Consolidated Balance Sheets data as of January 26, 2020 and January 27, 2019 have been derived from and should be read in conjunction with our audited consolidated financial statements and the notes thereto included in Part IV, Item 15 in this Annual Report on Form 10-K. We operate on a 52- or 53-week year, ending on the last Sunday in January. Fiscal years 2020, 2019, 2018, and 2017 were 52-week years and fiscal year 2016 was a 53-week year.

	Year Ended				
	January 26, 2020	January 27, 2019	January 28, 2018	January 29, 2017	January 31, 2016 (A)
Consolidated Statements of Income Data:					
	<i>(In millions, except per share data)</i>				
Revenue.....	\$ 10,918	\$ 11,716	\$ 9,714	\$ 6,910	\$ 5,010
Income from operations.....	\$ 2,846	\$ 3,804	\$ 3,210	\$ 1,934	\$ 747
Net income.....	\$ 2,796	\$ 4,141	\$ 3,047	\$ 1,666	\$ 614
Net income per share:					
Basic.....	\$ 4.59	\$ 6.81	\$ 5.09	\$ 3.08	\$ 1.13
Diluted.....	\$ 4.52	\$ 6.63	\$ 4.82	\$ 2.57	\$ 1.08
Weighted average shares used in per share computation:					
Basic.....	609	608	599	541	543
Diluted.....	618	625	632	649	569

	Year Ended				
	January 26, 2020 (C)	January 27, 2019 (B,C)	January 28, 2018 (B,C)	January 29, 2017 (B,C)	January 31, 2016 (B)
Consolidated Balance Sheets Data:					
	<i>(In millions, except per share data)</i>				
Cash, cash equivalents and marketable securities....	\$ 10,897	\$ 7,422	\$ 7,108	\$ 6,798	\$ 5,037
Total assets (D).....	\$ 17,315	\$ 13,292	\$ 11,241	\$ 9,841	\$ 7,370
Debt obligations.....	\$ 1,991	\$ 1,988	\$ 2,000	\$ 2,779	\$ 1,413
Convertible debt conversion obligation.....	\$ —	\$ —	\$ —	\$ 31	\$ 87
Total shareholders' equity.....	\$ 12,204	\$ 9,342	\$ 7,471	\$ 5,762	\$ 4,469
Cash dividends declared and paid per common share (E).....	\$ 0.640	\$ 0.610	\$ 0.570	\$ 0.485	\$ 0.395

- (A) In fiscal year 2016, we began the wind down of our Icera modem operations. As a result, our income from operations for fiscal year 2016 included \$131 million of restructuring and other charges.
- (B) In fiscal year 2014, we issued Convertible Notes in the aggregate principal amount of \$1.50 billion. The Convertible Notes first became convertible as of February 1, 2016 and matured on December 1, 2018.
- (C) In fiscal year 2017, we issued \$1.00 billion of the Notes Due 2021, and \$1.00 billion of the Notes Due 2026. Interest on the Notes is payable on March 16 and September 16 of each year, beginning on March 16, 2017. Refer to Note 12 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.
- (D) In fiscal year 2020, we adopted the accounting standards update regarding the accounting for leases under which lease assets and liabilities are recognized on the balance sheet. Refer to Note 3 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.
- (E) In May 2015, we increased the quarterly cash dividend from \$0.085 per share, or \$0.34 per share on an annual basis, to \$0.0975 per share, or \$0.39 per share on an annual basis. In November 2015, we increased the quarterly cash dividend to \$0.115 per share, or \$0.46 per share on an annual basis. In November 2016, we increased the quarterly cash dividend to \$0.14 per share, or \$0.56 per share on an annual basis. In November 2017, we increased the quarterly cash dividend to \$0.15 per share, or \$0.60 per share on an annual basis. In November 2018, we increased the quarterly cash dividend to \$0.16 per share, or \$0.64 per share on an annual basis.



## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with "Item 1A. Risk Factors", "Item 6. Selected Financial Data", our Consolidated Financial Statements and related Notes thereto, as well as other cautionary statements and risks described elsewhere in this Annual Report on Form 10-K, before deciding to purchase, hold or sell shares of our common stock.

### Overview

#### Our Company and Our Businesses

NVIDIA pioneered accelerated computing to help solve the most challenging computational problems. Starting with a focus on PC graphics, we extended our focus in recent years to the revolutionary field of AI. Fueled by the sustained demand for exceptional 3D graphics and the scale of the gaming market, NVIDIA leveraged its GPU architecture to create platforms for VR, HPC, and AI.

Our two reportable segments - GPU and Tegra Processor - are based on a single underlying graphics architecture. From our proprietary processors, we have created platforms that address four large markets where our expertise is critical: Gaming, Professional Visualization, Data Center, and Automotive.

Our GPU product brands are aimed at specialized markets including GeForce for gamers; Quadro for designers; Tesla and DGX for AI data scientists and big data researchers; and GRID for cloud-based visual computing users. Our Tegra brand incorporates GPUs and multi-core CPUs to drive supercomputing for autonomous robots, drones, and cars, as well as for game consoles and mobile gaming and entertainment devices.

Headquartered in Santa Clara, California, NVIDIA was incorporated in California in April 1993 and reincorporated in Delaware in April 1998.

### Recent Developments, Future Objectives and Challenges

#### Fiscal Year 2020 Summary

	Year Ended		
	January 26, 2020	January 27, 2019	Change
	<i>(\$ in millions, except per share data)</i>		
Revenue .....	\$ 10,918	\$ 11,716	Down 7%
Gross margin .....	62.0%	61.2%	Up 80 bps
Operating expenses .....	\$ 3,922	\$ 3,367	Up 16%
Income from operations .....	\$ 2,846	\$ 3,804	Down 25%
Net income .....	\$ 2,796	\$ 4,141	Down 32%
Net income per diluted share .....	\$ 4.52	\$ 6.63	Down 32%

Revenue for fiscal year 2020 was \$10.92 billion, down 7% from a year earlier. GPU business revenue was \$9.47 billion, down 7% from a year earlier. Tegra Processor business revenue - which includes Automotive, SoCs for gaming platforms, and embedded edge AI platforms - was \$1.45 billion, down 6% from a year earlier.

From a market platform perspective, Gaming revenue was \$5.52 billion, down 12% from a year ago, reflecting lower sales of GeForce desktop GPUs and SoCs for gaming platforms, partially offset by growth in GeForce notebook GPUs.

Professional Visualization revenue was \$1.21 billion, up 7% from a year ago, reflecting strength in desktop and notebook workstations.

Data Center revenue was \$2.98 billion, up 2% from a year ago, driven by vertical industry growth partially offset by lower hyperscale sales.

Automotive revenue was \$700 million, up 9% from a year ago, reflecting growth in AI cockpit solutions and development services agreements.

OEM and Other revenue was \$505 million, down 34% from a year ago, primarily due to the absence of cryptocurrency-specific product sales.

Gross margin for fiscal year 2020 was 62.0%, up 80 basis points from a year ago, primarily driven by reduced inventory provisions and the sale of previously written-off components.

Operating expenses for fiscal year 2020 were \$3.92 billion, up 16% from a year ago, reflecting primarily employee additions and increases in employee compensation and other related costs, including stock-based compensation and infrastructure costs.

Income from operations for fiscal year 2020 was \$2.85 billion, down 25% from a year earlier. Net income and net income per diluted share for fiscal year 2020 were \$2.80 billion and \$4.52, respectively, both down 32% from a year earlier reflecting lower revenue and higher operating expenses.

On March 10, 2019, we entered into an Agreement and Plan of Merger, or the Merger Agreement, with Mellanox Technologies Ltd., or Mellanox, pursuant to which we will acquire all of the issued and outstanding common shares of Mellanox for \$125 per share in cash, representing a total enterprise value of approximately \$6.9 billion as of the date of the Merger Agreement. The Merger Agreement contains customary representations, warranties and covenants. The consummation of the merger is conditioned on the receipt of the approval of Mellanox shareholders, as well as the satisfaction of other customary closing conditions, including domestic and foreign regulatory approvals and performance in all material respects by each party of its obligations under the Merger Agreement. In June 2019, Mellanox shareholders approved the consummation of the merger and we received regulatory approvals for the deal from Mexico in July 2019 and from the European Commission in December 2019. In addition, the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, in connection with the proposed acquisition expired in May 2019. Discussions with China's regulatory agency, the State Administration for Market Regulation, are progressing and we believe the acquisition will likely close in the early part of calendar 2020. If the Merger Agreement is terminated under certain circumstances involving the failure to obtain the required regulatory approvals, we could be obligated to pay Mellanox a termination fee of \$350 million.

In November 2018, we communicated our intent to return \$3.00 billion to shareholders by the end of fiscal year 2020, including \$700 million in share repurchases made during the fourth quarter of fiscal year 2019. In fiscal year 2020, we returned \$390 million in quarterly cash dividends. We did not repurchase any shares during fiscal year 2020. We intend to return to repurchasing shares after closing the acquisition of Mellanox.

Cash, cash equivalents and marketable securities were \$10.90 billion as of January 26, 2020, compared with \$7.42 billion as of January 27, 2019. The increase primarily reflects growth in operating cash flow.

In January 2020, a novel strain of coronavirus was identified in China, resulting in shutdowns of manufacturing and commerce, as well as global travel restrictions to contain the virus. The impact has extended to other regions. We have operations and employees in China, and the region represents an important end market for our products. Our customers and suppliers within China and neighboring countries are also affected by the coronavirus related restrictions and closures. The coronavirus is expected to have a negative effect on our financial results, though the full extent and duration is uncertain and could have a material negative impact on our business.

## **GPU Business**

In Gaming, we extended NVIDIA's family of Turing-based GPUs with the GeForce GTX 1660 Ti, GTX 1660 and GTX 1650, as well as with our new SUPER line, including the GeForce RTX 2080 SUPER, RTX 2070 SUPER, RTX 2060 SUPER, GTX 1660 SUPER, and GTX 1650 SUPER; and accelerated momentum of ray-tracing games by supporting a growing list of titles; introduced new RTX Studio laptops powered by GeForce RTX and Quadro RTX GPUs for online and studio-based creatives and prosumer customers; unveiled two new models of the SHIELD TV streaming media player; and introduced two new service offerings for GeForce NOW cloud gaming service.

In Professional Visualization, we expanded adoption of NVIDIA RTX ray-tracing technology by 3D application providers; rolled out a full range of Turing-based Quadro GPUs for mobile workstations, incorporating ray tracing for product design, architecture, effects and scientific visualization; and unveiled the NVIDIA Omniverse open-collaboration platform to simplify creative workflows for content creation.

In Data Center, we introduced the NVIDIA CUDA-X AI platform for accelerating data science; announced availability of NVIDIA T4 Tensor Core GPUs from leading OEMs and cloud service providers; unveiled the DGX SuperPOD; and announced support for Arm CPUs, providing a new path to build AI-enabled exascale supercomputers, as well as a collaboration with Arm and others on a reference design for GPU accelerated Arm-based servers. We launched the NVIDIA EGX Intelligent Edge Computing Platform, bringing accelerated AI to vertical industries; and announced a collaboration to integrate Microsoft

Azure with EGX, as well as plans for a scalable GPU-accelerated supercomputer in the Microsoft Azure cloud. Additionally, we entered the 5G telecom market, enabling telcos to build efficient, virtualized 5G RANs; announced a collaboration to deliver software-defined 5G RAN; and announced that Alibaba and Baidu's recommendation engines run on NVIDIA AI.

### **Tegra Processor Business**

In our Automotive platform, we announced a partnership with Toyota Research Institute-Advanced Development to develop, train and validate self-driving vehicles; unveiled the NVIDIA DRIVE AP2X automated driving solution, encompassing DRIVE AutoPilot software, DRIVE AGX and DRIVE validation tools; introduced the NVIDIA DRIVE AV Safety Force Field to enable safe, comfortable driving experiences; and announced availability of the NVIDIA DRIVE Constellation autonomous vehicle simulation platform.

### **Critical Accounting Policies and Estimates**

Management's discussion and analysis of financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue, cost of revenue, expenses and related disclosure of contingencies. On an on-going basis, we evaluate our estimates, including those related to inventories, revenue recognition, income taxes, and goodwill. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities.

We believe the following critical accounting policies affect our significant judgments and estimates used in the preparation of our consolidated financial statements. Our management has discussed the development and selection of these critical accounting policies and estimates with the Audit Committee of our Board of Directors. The Audit Committee has reviewed our disclosures relating to our critical accounting policies and estimates in this Annual Report on Form 10-K.

#### **Inventories**

Inventory cost is computed on an adjusted standard basis, which approximates actual cost on an average or first-in, first-out basis. We charge cost of sales for inventory provisions to write down our inventory to the lower of cost or net realizable value or to completely write off obsolete or excess inventory. Most of our inventory provisions relate to the write-off of excess quantities of products or components, based on our inventory levels and future product purchase commitments compared to assumptions about future demand and market conditions.

Situations that may result in excess or obsolete inventory include changes in business and economic conditions, changes in market conditions, sudden and significant decreases in demand for our products, inventory obsolescence because of changing technology and customer requirements, failure to estimate customer demand properly, or unexpected competitive pricing actions by our competition. In addition, cancellation or deferral of customer purchase orders could result in our holding excess inventory.

The overall net effect on our gross margin from inventory provisions and sales of items previously written down was insignificant in fiscal year 2020 and an unfavorable impact of 2.0% in fiscal year 2019. The charges we took to cost of sales for inventory provisions during fiscal year 2019 were primarily related to excess DRAM, other components, and prior architecture components and chips. As a fabless semiconductor company, we must make commitments to purchase inventory based on forecasts of future customer demand. In doing so, we must account for our third-party manufacturers' lead times and constraints. We also adjust to other market factors, such as product offerings and pricing actions by our competitors, new product transitions, and macroeconomic conditions - all of which may impact demand for our products.

Refer to the Gross Profit and Gross Margin discussion below in this Management's Discussion and Analysis for further discussion.

#### **Revenue Recognition**

We derive our revenue from product sales, including hardware and systems, license and development arrangements, and software licensing. We determine revenue recognition through the following steps: (1) identification of the contract with a customer; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when, or as, we satisfy a performance obligation.

## Product Sales Revenue

Revenue from product sales is recognized upon transfer of control of promised products to customers in an amount that reflects the consideration we expect to receive in exchange for those products. Revenue is recognized net of allowances for returns, customer programs and any taxes collected from customers.

For products sold with a right of return, we record a reduction to revenue by establishing a sales return allowance for estimated product returns at the time revenue is recognized, based primarily on historical return rates. However, if product returns for a fiscal period are anticipated to exceed historical return rates, we may determine that additional sales return allowances are required to properly reflect our estimated exposure for product returns.

Our customer programs involve rebates, which are designed to serve as sales incentives to resellers of our products in various target markets, and marketing development funds, or MDFs, which represent monies paid to our partners that are earmarked for market segment development and are designed to support our partners' activities while also promoting NVIDIA products. We account for customer programs as a reduction to revenue and accrue for potential rebates and MDFs based on the amount we expect to be claimed by customers.

## License and Development Arrangements

Our license and development arrangements with customers typically require significant customization of our intellectual property components. As a result, we recognize the revenue from the license and the revenue from the development services as a single performance obligation over the period in which the development services are performed. We measure progress to completion based on actual cost incurred to date as a percentage of the estimated total cost required to complete each project. If a loss on an arrangement becomes probable during a period, we record a provision for such loss in that period.

Refer to Note 1 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

## Income Taxes

We recognize federal, state and foreign current tax liabilities or assets based on our estimate of taxes payable or refundable in the current fiscal year by tax jurisdiction. We recognize federal, state and foreign deferred tax assets or liabilities, as appropriate, for our estimate of future tax effects attributable to temporary differences and carryforwards; and we record a valuation allowance to reduce any deferred tax assets by the amount of any tax benefits that, based on available evidence and judgment, are not expected to be realized.

Our calculation of deferred tax assets and liabilities is based on certain estimates and judgments and involves dealing with uncertainties in the application of complex tax laws. Our estimates of deferred tax assets and liabilities may change based, in part, on added certainty or finality to an anticipated outcome, changes in accounting standards or tax laws in the United States, or foreign jurisdictions where we operate, or changes in other facts or circumstances. In addition, we recognize liabilities for potential United States and foreign income tax contingencies based on our estimate of whether, and the extent to which, additional taxes may be due. If we determine that payment of these amounts is unnecessary or if the recorded tax liability is less than our current assessment, we may be required to recognize an income tax benefit or additional income tax expense in our financial statements accordingly.

As of January 26, 2020, we had a valuation allowance of \$621 million related to state and certain foreign deferred tax assets that management determined are not likely to be realized due to jurisdictional projections of future taxable income and potential utilization limitations of tax attributes acquired as a result of stock ownership changes. To the extent realization of the deferred tax assets becomes more-likely-than-not, we would recognize such deferred tax asset as an income tax benefit during the period.

We recognize the benefit from a tax position only if it is more-likely-than-not that the position would be sustained upon audit based solely on the technical merits of the tax position. Our policy is to include interest and penalties related to unrecognized tax benefits as a component of income tax expense.

Refer to Note 14 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

## Goodwill

Goodwill is subject to our annual impairment test during the fourth quarter of our fiscal year, or earlier, if indicators of potential impairment exist, using either a qualitative or a quantitative assessment. Our impairment review process compares the fair value of the reporting unit in which the goodwill resides to its carrying value. We have identified two reporting units,

GPU and Tegra Processor, for the purposes of completing our goodwill analysis. Goodwill assigned to the GPU and Tegra Processor reporting units as of January 26, 2020 was \$210 million and \$408 million, respectively. Determining the fair value of a reporting unit requires us to make judgments and involves the use of significant estimates and assumptions. We also make judgments and assumptions in allocating assets and liabilities to each of our reporting units. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain.

We performed our annual goodwill assessment during the fourth quarter of fiscal year 2020 using a qualitative assessment and concluded there was no goodwill impairment.

Refer to Note 6 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

## Results of Operations

A discussion regarding our financial condition and results of operations for fiscal year 2020 compared to fiscal year 2019 is presented below. A discussion regarding our financial condition and results of operations for fiscal year 2019 compared to fiscal year 2018 can be found under Item 7 in our Annual Report on Form 10-K for the fiscal year ended January 27, 2019, filed with the SEC on February 21, 2019, which is available free of charge on the SEC's website at <http://www.sec.gov> and at our investor relations website, <http://investor.nvidia.com>.

The following table sets forth, for the periods indicated, certain items in our Consolidated Statements of Income expressed as a percentage of revenue.

	Year Ended	
	January 26, 2020	January 27, 2019
Revenue	100.0%	100.0%
Cost of revenue	38.0	38.8
Gross profit	62.0	61.2
Operating expenses:		
Research and development	25.9	20.3
Sales, general and administrative	10.0	8.5
Total operating expenses	35.9	28.7
Income from operations	26.1	32.5
Interest income	1.6	1.2
Interest expense	(0.5)	(0.5)
Other, net	—	0.1
Total other income	1.1	0.8
Income before income tax expense	27.2	33.3
Income tax expense (benefit)	1.6	(2.1)
Net income	25.6%	35.3%

## Revenue

### Revenue by Reportable Segments

	Year Ended			
	January 26, 2020	January 27, 2019	\$ Change	% Change
	(\$ in millions)			
GPU	\$ 9,465	\$ 10,175	\$ (710)	(7)%
Tegra Processor	1,453	1,541	(88)	(6)%
Total	\$ 10,918	\$ 11,716	\$ (798)	(7)%

**GPU Business.** GPU business revenue decreased by 7% in fiscal year 2020 compared to fiscal year 2019, which reflects a decline in GPUs sold for gaming. GeForce GPU product sales for gaming decreased by 10%, reflecting lower sales of GeForce

desktop GPUs and SoCs for gaming platforms, partially offset by growth in GeForce notebook GPUs. Revenue from Quadro GPUs for professional visualization increased by 7%, reflecting strength in desktop and notebook workstations. Data Center revenue, which includes Tesla, GRID and DGX, increased by 2%, driven by vertical industry growth partially offset by lower hyperscale sales.

**Tegra Processor Business.** Tegra Processor business revenue decreased by 6% in fiscal year 2020 compared to fiscal year 2019. This was driven by a decline in revenue from SoCs for gaming platforms, which was partially offset by an increase of 9% in Automotive revenue, reflecting growth in AI cockpit solutions and development services agreements.

### Concentration of Revenue

Revenue from sales to customers outside of the United States accounted for 92% and 87% of total revenue for fiscal years 2020 and 2019, respectively. Revenue by geographic region is allocated to individual countries based on the location to which the products are initially billed even if the revenue is attributable to end customers in a different location.

Dell represented approximately 11% of our total revenue for fiscal year 2020 and was attributable to the GPU business. No customer represented 10% or more of total revenue for fiscal year 2019.

### Gross Profit and Gross Margin

Gross profit consists of total revenue, net of allowances, less cost of revenue. Cost of revenue consists primarily of the cost of semiconductors purchased from subcontractors, including wafer fabrication, assembly, testing and packaging, board and device costs, manufacturing support costs, including labor and overhead associated with such purchases, final test yield fallout, inventory and warranty provisions, memory and component costs, and shipping costs. Cost of revenue also includes development costs for license and service arrangements and stock-based compensation related to personnel associated with manufacturing.

Our overall gross margin was 62.0% and 61.2% for fiscal years 2020 and 2019, respectively. The increase in fiscal year 2020 was driven by reduced inventory provisions and the sale of previously written-off components.

Inventory provisions totaled \$161 million and \$270 million for fiscal years 2020 and 2019, respectively. Sales of inventory that was previously written-off or written-down totaled \$145 million and \$41 million for fiscal years 2020 and 2019, respectively. As a result, the overall net effect on our gross margin was insignificant in fiscal year 2020 and an unfavorable impact of 2.0% in fiscal year 2019.

A discussion of our gross margin results for each of our reportable segments is as follows:

**GPU Business.** The gross margin of our GPU business increased during fiscal year 2020 when compared to fiscal year 2019, primarily driven by reduced inventory provisions and the sale of previously written-off components.

**Tegra Processor Business.** The gross margin of our Tegra Processor business was relatively flat during fiscal year 2020 when compared to fiscal year 2019.

### Operating Expenses

	Year Ended			
	January 26, 2020	January 27, 2019	\$ Change	% Change
	<i>(\$ in millions)</i>			
Research and development expenses.....	\$ 2,829	\$ 2,376	\$ 453	19%
% of net revenue .....	25.9%	20.3%		
Sales, general and administrative expenses .....	1,093	991	102	10%
% of net revenue .....	10.0%	8.5%		
Total operating expenses .....	<u>\$ 3,922</u>	<u>\$ 3,367</u>	<u>\$ 555</u>	<u>16%</u>

### Research and Development

Research and development expenses increased by 19% in fiscal year 2020 compared to fiscal year 2019, driven primarily by employee additions and increases in employee compensation and other related costs, including infrastructure costs and stock-based compensation expense.

## Sales, General and Administrative

Sales, general and administrative expenses increased by 10% in fiscal year 2020 compared to fiscal year 2019, driven primarily by employee additions and increases in employee compensation and other related costs, including infrastructure costs and stock-based compensation expense.

## Total Other Income, Net

### Interest Income and Interest Expense

Interest income consists of interest earned on cash, cash equivalents and marketable securities. Interest income was \$178 million and \$136 million in fiscal years 2020 and 2019, respectively. The increase in interest income was primarily due to higher average invested balances.

Interest expense is primarily comprised of coupon interest and debt discount amortization related to the 2.20% Notes Due 2021 and 3.20% Notes Due 2026 issued in September 2016. Interest expense was \$52 million and \$58 million in fiscal years 2020 and 2019, respectively.

### Other, Net

Other, net, consists primarily of realized or unrealized gains and losses from non-affiliated investments and the impact of changes in foreign currency rates. Other, net, was not significant during fiscal year 2020 and was \$14 million of income during fiscal year 2019, consisting primarily of \$12 million unrealized gains from non-affiliated investments.

## Income Taxes

We recognized income tax expense of \$174 million for fiscal year 2020 and income tax benefit of \$245 million for fiscal year 2019. Our annual effective tax rate was 5.9% and (6.3)% for fiscal years 2020 and 2019, respectively. The increase in our effective tax rate in fiscal year 2020 as compared to fiscal year 2019 was primarily due to a decrease of tax benefits from stock-based compensation and an absence of tax benefits related to the enactment of the TCJA.

Our effective tax rate for fiscal years 2020 and 2019 was lower than the U.S. federal statutory rate of 21% due primarily to income earned in jurisdictions, including the British Virgin Islands and Hong Kong, where the tax rate was lower than the U.S. federal statutory tax rates, favorable recognition of U.S. federal research tax credits, excess tax benefits related to stock-based compensation, and the finalization of the enactment-date income tax effects of the TCJA in 2019.

Refer to Note 14 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

## Liquidity and Capital Resources

	January 26, 2020	January 27, 2019
	<i>(In millions)</i>	
Cash and cash equivalents .....	\$ 10,896	\$ 782
Marketable securities .....	1	6,640
Cash, cash equivalents, and marketable securities .....	<u>\$ 10,897</u>	<u>\$ 7,422</u>

	Year Ended	
	January 26, 2020	January 27, 2019
	<i>(In millions)</i>	
Net cash provided by operating activities .....	\$ 4,761	\$ 3,743
Net cash provided by (used in) investing activities .....	\$ 6,145	\$ (4,097)
Net cash used in financing activities .....	\$ (792)	\$ (2,866)

As of January 26, 2020, we had \$10.90 billion in cash, cash equivalents and marketable securities, an increase of \$3.48 billion from the end of fiscal year 2019. Our investment policy requires the purchase of highly rated fixed income securities, the diversification of investment types and credit exposures, and certain limits on our portfolio duration.

Cash provided by operating activities increased in fiscal year 2020 compared to fiscal year 2019, primarily due to changes in working capital driven by a reduction in inventory, partially offset by a decrease in operating income.

Cash used in investing activities decreased in fiscal year 2020 compared to fiscal year 2019, primarily due to lower purchases, higher sales, and lower maturities of marketable securities in preparation for the acquisition of Mellanox.

Cash used in financing activities decreased in fiscal year 2020 compared to fiscal year 2019, primarily due to no share repurchases in fiscal year 2020 and lower tax payments related to employee stock plans.

### **Liquidity**

Our primary sources of liquidity are our cash and cash equivalents, our marketable securities, and the cash generated by our operations. As of January 26, 2020, we had \$10.90 billion in cash, cash equivalents and marketable securities. We believe that we have sufficient liquidity to meet our operating requirements for at least the next twelve months, including our proposed acquisition of Mellanox. Refer to Note 2 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

Our marketable securities consist of debt securities issued by the United States government and its agencies, highly rated corporations and financial institutions, asset-backed issuers, and foreign government entities. These marketable securities are denominated in United States dollars. Refer to Note 8 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

During fiscal year 2021, we expect our capital investment to be approximately \$700 million to \$900 million to fund property and equipment including construction of a new building at our Santa Clara campus.

As a result of the TCJA, substantially all of our cash, cash equivalents and marketable securities held outside of the United States as of January 26, 2020 are available for use in the United States without incurring additional U.S. federal income taxes. Refer to Note 14 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

### **Capital Return to Shareholders**

In November 2018, we communicated our intent to return \$3.00 billion to shareholders by the end of fiscal year 2020, including \$700 million in share repurchases made during the fourth quarter of fiscal year 2019. In fiscal year 2020, we returned \$390 million in quarterly cash dividends. We did not repurchase any shares during fiscal year 2020. We intend to return to repurchasing shares after closing the acquisition of Mellanox. As of January 26, 2020, we are authorized, subject to certain specifications, to repurchase shares of our common stock up to \$7.24 billion through December 2022.

Our cash dividend program and the payment of future cash dividends under that program are subject to our Board's continuing determination that the dividend program and the declaration of dividends thereunder are in the best interests of our shareholders. Refer to Note 15 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for further discussion.

### **Outstanding Indebtedness and Credit Facilities**

We have outstanding \$1.00 billion of Notes due 2021 and \$1.00 billion of Notes due 2026, collectively, the Notes.

We have a Credit Agreement under which we may borrow up to \$575 million for general corporate purposes and can obtain revolving loan commitments up to \$425 million. As of January 26, 2020, we had not borrowed any amounts under this agreement.

We have a \$575 million commercial paper program to support general corporate purposes. As of January 26, 2020, we had not issued any commercial paper.

Refer to Note 12 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for further discussion.

### **Off-Balance Sheet Arrangements**

As of January 26, 2020, we had no material off-balance sheet arrangements as defined by applicable SEC regulations.



## Contractual Obligations

The following table summarizes our contractual obligations as of January 26, 2020:

Contractual Obligations	Payment Due By Period				
	Total	Less than 1 Year	1-3 Years	4-5 Years	More than 5 Years
	<i>(In millions)</i>				
Long-term debt (1)	\$ 2,248	\$ 54	\$ 1,078	\$ 64	\$ 1,052
Inventory purchase obligations	1,156	1,156	—	—	—
Transition tax payable (2)	351	33	67	146	105
Operating leases (3)	773	121	219	141	292
Capital purchase obligations	186	186	—	—	—
<b>Total contractual obligations</b>	<b>\$ 4,714</b>	<b>\$ 1,550</b>	<b>\$ 1,364</b>	<b>\$ 351</b>	<b>\$ 1,449</b>

- (1) Represents the aggregate principal amount of \$2.00 billion and anticipated interest payments of \$248 million for the Notes. Refer to Note 12 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K.
- (2) Represents our remaining tax payable of the one-time transition tax that resulted from enactment of the TCJA in fiscal year 2018. As of January 26, 2020, we have paid the first two installments totaling \$67 million. The remaining will be payable in six annual installments. The next installment of \$33 million is classified as a current income tax payable. The installment amounts are equal to 8% of the total liability, payable in fiscal years 2019 through 2023, 15% in fiscal year 2024, 20% in fiscal year 2025 and 25% in fiscal year 2026. Refer to Note 14 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K.
- (3) For further information, refer to Note 3 of the Notes to Consolidated Financial Statements included in Part IV, Item 15 of this Annual Report on Form 10-K.

Excluded from the table above are unrecognized tax benefits of \$211 million which consists of \$180 million and the related interest and penalties of \$31 million recorded in non-current income tax payable as of January 26, 2020. We are unable to reasonably estimate the timing of any potential tax liability or interest/penalty payments in individual years due to uncertainties in the underlying income tax positions and the timing of the effective settlement of such tax positions. Refer to Note 14 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K.

### Adoption of New and Recently Issued Accounting Pronouncements

Refer to Note 1 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for a discussion of adoption of new and recently issued accounting pronouncements.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

### Investment and Interest Rate Risk

We are exposed to interest rate risk related to our floating and fixed-rate investment portfolio and outstanding debt. The investment portfolio is managed consistent with our overall liquidity strategy in support of both working capital needs and strategic growth of our businesses.

As of January 26, 2020, we performed a sensitivity analysis on our floating and fixed rate financial investments. According to our analysis, parallel shifts in the yield curve of both plus or minus 0.5% would result in changes in fair values for these investments of \$1 million.

In fiscal year 2017, we issued \$1.00 billion of the Notes Due 2021 and \$1.00 billion of the Notes Due 2026. We carry the Notes at face value less unamortized discount on our Consolidated Balance Sheets. As the Notes bear interest at a fixed rate, we have no financial statement risk associated with changes in interest rates. Refer to Note 12 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

### Foreign Exchange Rate Risk

We consider our direct exposure to foreign exchange rate fluctuations to be minimal. Gains or losses from foreign currency remeasurement are included in other income or expense and to date have not been significant. The impact of foreign currency transaction gain or loss included in determining net income was not significant for fiscal years 2020 and 2019.

Sales and arrangements with third-party manufacturers provide for pricing and payment in United States dollars, and, therefore, are not subject to exchange rate fluctuations. Increases in the value of the United States' dollar relative to other currencies would make our products more expensive, which could negatively impact our ability to compete. Conversely, decreases in the value of the United States' dollar relative to other currencies could result in our suppliers raising their

prices in order to continue doing business with us. Additionally, we have international operations and incur expenditures in currencies other than U.S. dollars. Our operating expenses benefit from a stronger dollar and are adversely affected by a weaker dollar.

We use foreign currency forward contracts to mitigate the impact of foreign currency exchange rate movements on our operating expenses. We designate these contracts as cash flow hedges and assess the effectiveness of the hedge relationships on a spot to spot basis. Gains or losses on the contracts are recorded in accumulated other comprehensive income or loss, and then reclassified to operating expense when the related operating expenses are recognized in earnings or ineffectiveness should occur.

We also use foreign currency forward contracts to mitigate the impact of foreign currency movements on monetary assets and liabilities that are denominated in currencies other than U.S. dollar. These forward contracts were not designated for hedge accounting treatment. Therefore, the change in fair value of these contracts is recorded in other income or expense and offsets the change in fair value of the hedged foreign currency denominated monetary assets and liabilities, which is also recorded in other income or expense.

Refer to Note 11 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The information required by this Item is set forth in our Consolidated Financial Statements and Notes thereto included in this Annual Report on Form 10-K.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES**

### **Controls and Procedures**

#### **Disclosure Controls and Procedures**

Based on their evaluation as of January 26, 2020, our management, including our Chief Executive Officer and Chief Financial Officer, has concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act) were effective to provide reasonable assurance.

#### **Management's Annual Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of January 26, 2020 based on the criteria set forth in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the criteria set forth in *Internal Control - Integrated Framework*, our management concluded that our internal control over financial reporting was effective as of January 26, 2020.

The effectiveness of our internal control over financial reporting as of January 26, 2020 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in its report which is included herein.

#### **Changes in Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Inherent Limitations on Effectiveness of Controls**

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls, will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are

met. Further, 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. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within NVIDIA have been detected.

## **ITEM 9B. OTHER INFORMATION**

None.

## **PART III**

Certain information required by Part III is omitted from this report because we will file with the SEC a definitive proxy statement pursuant to Regulation 14A, or the 2020 Proxy Statement, no later than 120 days after the end of fiscal year 2020, and certain information included therein is incorporated herein by reference.

## **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

### **Identification of Directors**

Information regarding directors required by this item will be contained in our 2020 Proxy Statement under the caption "Proposal 1 - Election of Directors," and is hereby incorporated by reference.

### **Identification of Executive Officers**

Reference is made to the information regarding executive officers appearing under the heading "Executive Officers of the Registrant" in Part I of this Annual Report on Form 10-K, which information is hereby incorporated by reference.

### **Identification of Audit Committee and Financial Experts**

Information regarding our Audit Committee required by this item will be contained in our 2020 Proxy Statement under the captions "Report of the Audit Committee of the Board of Directors" and "Information About the Board of Directors and Corporate Governance," and is hereby incorporated by reference.

### **Material Changes to Procedures for Recommending Directors**

Information regarding procedures for recommending directors required by this item will be contained in our 2020 Proxy Statement under the caption "Information About the Board of Directors and Corporate Governance," and is hereby incorporated by reference.

### **Delinquent Section 16(a) Reports**

Information regarding compliance with Section 16(a) of the Exchange Act required by this item will be contained in our 2020 Proxy Statement under the caption "Delinquent 16(a) Reports," and is hereby incorporated by reference.

### **Code of Conduct**

Information regarding our Code of Conduct required by this item will be contained in our 2020 Proxy Statement under the caption "Information About the Board of Directors and Corporate Governance - Code of Conduct," and is hereby incorporated by reference. The full text of our Code of Conduct and Financial Team Code of Conduct are published on the Investor Relations portion of our website, under Governance, at [www.nvidia.com](http://www.nvidia.com). The contents of our website are not a part of this Annual Report on Form 10-K.

## **ITEM 11. EXECUTIVE COMPENSATION**

Information regarding our executive compensation required by this item will be contained in our 2020 Proxy Statement under the captions "Executive Compensation", "Compensation Committee Interlocks and Insider Participation", "Director Compensation" and "Compensation Committee Report," and is hereby incorporated by reference.

## **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

### **Ownership of NVIDIA Securities**

Information regarding ownership of NVIDIA securities required by this item will be contained in our 2020 Proxy Statement under the caption "Security Ownership of Certain Beneficial Owners and Management," and is hereby incorporated by reference.

### **Equity Compensation Plan Information**

Information regarding our equity compensation plans required by this item will be contained in our 2020 Proxy Statement under the caption "Equity Compensation Plan Information," and is hereby incorporated by reference.

## **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Information regarding related transactions and director independence required by this item will be contained in our 2020 Proxy Statement under the captions "Review of Transactions with Related Persons" and "Information About the Board of Directors and Corporate Governance - Independence of the Members of the Board of Directors," and is hereby incorporated by reference.

## **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

Information regarding accounting fees and services required by this item will be contained in our 2020 Proxy Statement under the caption "Fees Billed by the Independent Registered Public Accounting Firm," and is hereby incorporated by reference.

**PART IV**

**ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULE**

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<a href="#"><u>Report of Independent Registered Public Accounting Firm</u></a> .....	<a href="#"><u>37</u></a>
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## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of NVIDIA Corporation

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of NVIDIA Corporation and its subsidiaries (the "Company") as of January 26, 2020 and January 27, 2019, and the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended January 26, 2020, including the related notes and financial statement schedule listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of January 26, 2020, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 26, 2020 and January 27, 2019, and the results of its operations and its cash flows for each of the three years in the period ended January 26, 2020 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 26, 2020, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

### ***Change in Accounting Principle***

As discussed in Note 3 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in fiscal year 2020.

### ***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management

and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### ***Critical Audit Matters***

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### *Valuation of Inventories - Provisions for Excess or Obsolete Inventories*

As described in Note 1 to the consolidated financial statements, the Company charges cost of sales for inventory provisions to write down inventory to the lower of cost or net realizable value or to completely write off obsolete or excess inventory. Most of the Company's inventory provisions relate to the write-off of excess quantities of products, based on the Company's inventory levels and future product purchase commitments compared to assumptions about future demand and market conditions. Management applies significant judgment in the valuation of inventories, which involves estimating future demand and market conditions. As of January 26, 2020, the Company's consolidated inventories balance was \$979 million.

The principal considerations for our determination that performing procedures relating to the valuation of inventories, specifically the provisions for excess or obsolete inventories, is a critical audit matter are that there was significant judgment by management when developing their provisions for excess or obsolete inventories, including management's assumptions related to future demand and market conditions. This in turn led to significant auditor judgment, subjectivity, and effort in performing procedures over the provisions for excess or obsolete inventories, which included evaluating management's assumptions related to future demand and market conditions.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's provisions for excess or obsolete inventories, including controls over management's assumptions related to future demand and market conditions. These procedures also included, among others, testing management's process for developing the provisions for excess or obsolete inventories; evaluating the appropriateness of management's approach; testing the completeness, accuracy, and relevance of underlying data used in the approach; and evaluating the reasonableness of management's assumptions related to future demand and market conditions. Evaluating management's assumptions related to future demand and market conditions involved evaluating whether the assumptions used by management were reasonable considering (i) current and past results, including historical product life cycle, (ii) the consistency with external market and industry data, (iii) changes in technology, and (iv) comparing prior period estimates to actual results of the same period.

/s/ PricewaterhouseCoopers LLP

San Jose, California

February 20, 2020

We have served as the Company's auditor since 2004.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**

(In millions, except per share data)

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
Revenue .....	\$ 10,918	\$ 11,716	\$ 9,714
Cost of revenue .....	4,150	4,545	3,892
Gross profit .....	6,768	7,171	5,822
Operating expenses			
Research and development .....	2,829	2,376	1,797
Sales, general and administrative .....	1,093	991	815
Total operating expenses .....	3,922	3,367	2,612
Income from operations .....	2,846	3,804	3,210
Interest income .....	178	136	69
Interest expense .....	(52)	(58)	(61)
Other, net .....	(2)	14	(22)
Total other income (expense) .....	124	92	(14)
Income before income tax .....	2,970	3,896	3,196
Income tax expense (benefit) .....	174	(245)	149
Net income .....	<u>\$ 2,796</u>	<u>\$ 4,141</u>	<u>\$ 3,047</u>
Net income per share:			
Basic .....	<u>\$ 4.59</u>	<u>\$ 6.81</u>	<u>\$ 5.09</u>
Diluted .....	<u>\$ 4.52</u>	<u>\$ 6.63</u>	<u>\$ 4.82</u>
Weighted average shares used in per share computation:			
Basic .....	<u>609</u>	<u>608</u>	<u>599</u>
Diluted .....	<u>618</u>	<u>625</u>	<u>632</u>

See accompanying notes to the consolidated financial statements.



**NVIDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In millions)

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
Net income .....	\$ 2,796	\$ 4,141	\$ 3,047
Other comprehensive income (loss), net of tax .....			
Available-for-sale debt securities:			
Net unrealized gain (loss) .....	8	10	(5)
Reclassification adjustments for net realized gain included in net income .....	—	1	1
Net change in unrealized gain (loss) .....	8	11	(4)
Cash flow hedges:			
Net unrealized gain (loss) .....	10	6	(1)
Reclassification adjustments for net realized gain (loss) included in net income .....	(5)	(11)	3
Net change in unrealized gain (loss) .....	5	(5)	2
Other comprehensive income (loss), net of tax .....	13	6	(2)
Total comprehensive income .....	\$ 2,809	\$ 4,147	\$ 3,045

See accompanying notes to the consolidated financial statements.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(In millions, except par value)

	January 26, 2020	January 27, 2019
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents .....	\$ 10,896	\$ 782
Marketable securities .....	1	6,640
Accounts receivable, net .....	1,657	1,424
Inventories .....	979	1,575
Prepaid expenses and other current assets .....	157	136
Total current assets .....	13,690	10,557
Property and equipment, net .....	1,674	1,404
Operating lease assets .....	618	—
Goodwill .....	618	618
Intangible assets, net .....	49	45
Deferred income tax assets .....	548	560
Other assets .....	118	108
Total assets .....	<u>\$ 17,315</u>	<u>\$ 13,292</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable .....	\$ 687	\$ 511
Accrued and other current liabilities .....	1,097	818
Total current liabilities .....	1,784	1,329
Long-term debt .....	1,991	1,988
Long-term operating lease liabilities .....	561	—
Other long-term liabilities .....	775	633
Total liabilities .....	5,111	3,950
Commitments and contingencies - see Note 13 .....		
Shareholders' equity:		
Preferred stock, \$.001 par value; 2 shares authorized; none issued .....	—	—
Common stock, \$.001 par value; 2,000 shares authorized; 955 shares issued and 612 outstanding as of January 26, 2020; 945 shares issued and 606 outstanding as of January 27, 2019 .....	1	1
Additional paid-in capital .....	7,045	6,051
Treasury stock, at cost (342 shares in 2020 and 339 shares in 2019) .....	(9,814)	(9,263)
Accumulated other comprehensive income (loss) .....	1	(12)
Retained earnings .....	14,971	12,565
Total shareholders' equity .....	12,204	9,342
Total liabilities and shareholders' equity .....	<u>\$ 17,315</u>	<u>\$ 13,292</u>

See accompanying notes to the consolidated financial statements.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**

(In millions, except per share data)	Common Stock Outstanding		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Shareholders' Equity
	Shares	Amount					
Balances, January 29, 2017	585	\$ 1	\$ 4,708	\$ (5,039)	\$ (16)	\$ 6,108	\$ 5,762
Retained earnings adjustment due to adoption of an accounting standard related to stock-based compensation	—	—	—	—	—	(27)	(27)
Other comprehensive loss	—	—	—	—	(2)	—	(2)
Net income	—	—	—	—	—	3,047	3,047
Issuance of common stock in exchange for warrants	13	—	—	—	—	—	—
Convertible debt conversion	33	—	(7)	—	—	—	(7)
Issuance of common stock from stock plans	18	—	138	—	—	—	138
Tax withholding related to vesting of restricted stock units	(4)	—	—	(612)	—	—	(612)
Share repurchase	(6)	—	—	(909)	—	—	(909)
Exercise of convertible note hedges	(33)	—	90	(90)	—	—	—
Cash dividends declared and paid (\$0.570 per common share)	—	—	—	—	—	(341)	(341)
Stock-based compensation	—	—	391	—	—	—	391
Reclassification of convertible debt conversion obligation	—	—	31	—	—	—	31
Balances, January 28, 2018	606	1	5,351	(6,650)	(18)	8,787	7,471
Retained earnings adjustment due to adoption of an accounting standard related to income tax consequences of an intra-entity transfer of an asset	—	—	—	—	—	8	8
Other comprehensive income	—	—	—	—	6	—	6
Net income	—	—	—	—	—	4,141	4,141
Convertible debt conversion	1	—	—	—	—	—	—
Issuance of common stock from stock plans	13	—	137	—	—	—	137
Tax withholding related to vesting of restricted stock units	(4)	—	—	(1,032)	—	—	(1,032)
Share repurchase	(9)	—	—	(1,579)	—	—	(1,579)
Exercise of convertible note hedges	(1)	—	2	(2)	—	—	—
Cash dividends declared and paid (\$0.610 per common share)	—	—	—	—	—	(371)	(371)
Stock-based compensation	—	—	561	—	—	—	561
Balances, January 27, 2019	606	1	6,051	(9,263)	(12)	12,565	9,342
Other comprehensive income	—	—	—	—	13	—	13
Net income	—	—	—	—	—	2,796	2,796
Issuance of common stock from stock plans	9	—	149	—	—	—	149
Tax withholding related to vesting of restricted stock units	(3)	—	—	(551)	—	—	(551)
Cash dividends declared and paid (\$0.640 per common share)	—	—	—	—	—	(390)	(390)
Stock-based compensation	—	—	845	—	—	—	845
Balances, January 26, 2020	612	\$ 1	\$ 7,045	\$ (9,814)	\$ 1	\$ 14,971	\$ 12,204

See accompanying notes to the consolidated financial statements.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In millions)

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
Cash flows from operating activities:			
Net income .....	\$ 2,796	\$ 4,141	\$ 3,047
Adjustments to reconcile net income to net cash provided by operating activities:			
Stock-based compensation expense .....	844	557	391
Depreciation and amortization .....	381	262	199
Deferred income taxes .....	18	(315)	(359)
Loss on early debt conversions .....	—	—	19
Other .....	5	(45)	20
Changes in operating assets and liabilities:			
Accounts receivable .....	(233)	(149)	(440)
Inventories .....	597	(776)	—
Prepaid expenses and other assets .....	77	(55)	21
Accounts payable .....	194	(135)	90
Accrued and other current liabilities .....	54	256	33
Other long-term liabilities .....	28	2	481
Net cash provided by operating activities .....	<u>4,761</u>	<u>3,743</u>	<u>3,502</u>
Cash flows from investing activities:			
Proceeds from maturities of marketable securities .....	4,744	7,232	1,078
Proceeds from sales of marketable securities .....	3,365	428	863
Purchases of marketable securities .....	(1,461)	(11,148)	(36)
Purchases of property and equipment and intangible assets .....	(489)	(600)	(593)
Investments and other, net .....	(14)	(9)	(36)
Proceeds from sale of long-lived assets and investments .....	—	—	2
Net cash provided by (used in) investing activities .....	<u>6,145</u>	<u>(4,097)</u>	<u>1,278</u>
Cash flows from financing activities:			
Payments related to repurchases of common stock .....	—	(1,579)	(909)
Repayment of Convertible Notes .....	—	(16)	(812)
Dividends paid .....	(390)	(371)	(341)
Proceeds related to employee stock plans .....	149	137	139
Payments related to tax on restricted stock units .....	(551)	(1,032)	(612)
Other .....	—	(5)	(9)
Net cash used in financing activities .....	<u>(792)</u>	<u>(2,866)</u>	<u>(2,544)</u>
Change in cash and cash equivalents .....	10,114	(3,220)	2,236
Cash and cash equivalents at beginning of period .....	782	4,002	1,766
Cash and cash equivalents at end of period .....	<u>\$ 10,896</u>	<u>\$ 782</u>	<u>\$ 4,002</u>

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
<i>Supplemental disclosures of cash flow information:</i>			
Cash paid for income taxes, net.....	\$ 176	\$ 61	\$ 22
Cash paid for interest .....	\$ 54	\$ 55	\$ 55
<i>Non-cash investing and financing activity:</i>			
Assets acquired by assuming related liabilities .....	\$ 212	\$ 76	\$ 36

See accompanying notes to the consolidated financial statements.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

## **Note 1 - Organization and Summary of Significant Accounting Policies**

### **Our Company**

Headquartered in Santa Clara, California, NVIDIA was incorporated in California in April 1993 and reincorporated in Delaware in April 1998.

All references to "NVIDIA," "we," "us," "our" or the "Company" mean NVIDIA Corporation and its subsidiaries.

### **Fiscal Year**

We operate on a 52- or 53-week year, ending on the last Sunday in January. Fiscal years 2020, 2019 and 2018 were 52-week years. Fiscal year 2021 will be a 53-week year.

### **Reclassifications**

Certain prior fiscal year balances have been reclassified to conform to the current fiscal year presentation.

### **Principles of Consolidation**

Our consolidated financial statements include the accounts of NVIDIA Corporation and our wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

### **Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from our estimates. On an on-going basis, we evaluate our estimates, including those related to revenue recognition, cash equivalents and marketable securities, accounts receivable, inventories, income taxes, goodwill, stock-based compensation, litigation, investigation and settlement costs, restructuring and other charges, and other contingencies. These estimates are based on historical facts and various other assumptions that we believe are reasonable.

### **Revenue Recognition**

We derive our revenue from product sales, including hardware and systems, license and development arrangements, and software licensing. We determine revenue recognition through the following steps: (1) identification of the contract with a customer; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when, or as, we satisfy a performance obligation.

### **Product Sales Revenue**

Revenue from product sales is recognized upon transfer of control of promised products to customers in an amount that reflects the consideration we expect to receive in exchange for those products. Revenue is recognized net of allowances for returns, customer programs and any taxes collected from customers.

For products sold with a right of return, we record a reduction to revenue by establishing a sales return allowance for estimated product returns at the time revenue is recognized, based primarily on historical return rates. However, if product returns for a fiscal period are anticipated to exceed historical return rates, we may determine that additional sales return allowances are required to properly reflect our estimated exposure for product returns.

Our customer programs involve rebates, which are designed to serve as sales incentives to resellers of our products in various target markets, and marketing development funds, or MDFs, which represent monies paid to our partners that are earmarked for market segment development and are designed to support our partners' activities while also promoting NVIDIA products. We account for customer programs as a reduction to revenue and accrue for potential rebates and MDFs based on the amount we expect to be claimed by customers.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**(Continued)**

### **License and Development Arrangements**

Our license and development arrangements with customers typically require significant customization of our intellectual property components. As a result, we recognize the revenue from the license and the revenue from the development services as a single performance obligation over the period in which the development services are performed. We measure progress to completion based on actual cost incurred to date as a percentage of the estimated total cost required to complete each project. If a loss on an arrangement becomes probable during a period, we record a provision for such loss in that period.

### **Software Licensing**

Our software licenses provide our customers with a right to use the software when it is made available to the customer. Customers may purchase either perpetual licenses or subscriptions to licenses, which differ mainly in the duration over which the customer benefits from the software. Software licenses are frequently sold along with post-contract customer support, or PCS. For such arrangements, we allocate revenue to the software license and PCS on a relative standalone selling price basis by maximizing the use of observable inputs to determine the standalone selling price for each performance obligation. Revenue from software licenses is recognized up front when the software is made available to the customer. PCS revenue is recognized ratably over the service period, or as services are performed.

### **Advertising Expenses**

We expense advertising costs in the period in which they are incurred. Advertising expenses for fiscal years 2020, 2019, and 2018 were \$15 million, \$21 million, and \$25 million, respectively.

### **Product Warranties**

We generally offer a limited warranty to end-users that ranges from one to three years for products in order to repair or replace products for any manufacturing defects or hardware component failures. Cost of revenue includes the estimated cost of product warranties that are calculated at the point of revenue recognition. Under limited circumstances, we may offer an extended limited warranty to customers for certain products. We also accrue for known warranty and indemnification issues if a loss is probable and can be reasonably estimated.

### **Stock-based Compensation**

We use the closing trading price of our common stock on the date of grant, minus a dividend yield discount, as the fair value of awards of restricted stock units, or RSUs, and performance stock units that are based on our corporate financial performance targets, or PSUs. We use a Monte Carlo simulation on the date of grant to estimate the fair value of performance stock units that are based on market conditions, or market-based PSUs. The compensation expense for RSUs and market-based PSUs is recognized using a straight-line attribution method over the requisite employee service period while compensation expense for PSUs is recognized using an accelerated amortization model. We estimate the fair value of shares to be issued under our employee stock purchase plan, or ESPP, using the Black-Scholes model at the commencement of an offering period in March and September of each year. Stock-based compensation for our ESPP is expensed using an accelerated amortization model. Additionally, we estimate forfeitures annually based on historical experience and revise the estimates of forfeiture in subsequent periods if actual forfeitures differ from those estimates.

### **Litigation, Investigation and Settlement Costs**

From time to time, we are involved in legal actions and/or investigations by regulatory bodies. There are many uncertainties associated with any litigation or investigation, and we cannot be certain that these actions or other third-party claims against us will be resolved without litigation, fines and/or substantial settlement payments. If information becomes available that causes us to determine that a loss in any of our pending litigation, investigations or settlements is probable, and we can reasonably estimate the loss associated with such events, we will record the loss in accordance with U.S. GAAP. However, the actual liability in any such litigation or investigation may be materially different from our estimates, which could require us to record additional costs.

### **Foreign Currency Remeasurement**

We use the United States dollar as our functional currency for all of our subsidiaries. Foreign currency monetary assets and liabilities are remeasured into United States dollars at end-of-period exchange rates. Non-monetary assets and liabilities such as property and equipment, and equity are remeasured at historical exchange rates. Revenue and expenses are remeasured at average exchange rates in effect during each period, except for those expenses related to the previously noted balance sheet amounts, which are remeasured at historical exchange rates. Gains or losses from foreign currency

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remeasurement are included in other income or expense in our Consolidated Statements of Income and to date have not been significant.

### **Income Taxes**

We recognize federal, state and foreign current tax liabilities or assets based on our estimate of taxes payable or refundable in the current fiscal year by tax jurisdiction. We recognize federal, state and foreign deferred tax assets or liabilities, as appropriate, for our estimate of future tax effects attributable to temporary differences and carryforwards; and we record a valuation allowance to reduce any deferred tax assets by the amount of any tax benefits that, based on available evidence and judgment, are not expected to be realized.

Our calculation of deferred tax assets and liabilities is based on certain estimates and judgments and involves dealing with uncertainties in the application of complex tax laws. Our estimates of deferred tax assets and liabilities may change based, in part, on added certainty or finality to an anticipated outcome, changes in accounting standards or tax laws in the United States, or foreign jurisdictions where we operate, or changes in other facts or circumstances. In addition, we recognize liabilities for potential United States and foreign income tax contingencies based on our estimate of whether, and the extent to which, additional taxes may be due. If we determine that payment of these amounts is unnecessary or if the recorded tax liability is less than our current assessment, we may be required to recognize an income tax benefit or additional income tax expense in our financial statements accordingly.

As of January 26, 2020, we had a valuation allowance of \$621 million related to state and certain foreign deferred tax assets that management determined are not likely to be realized due to jurisdictional projections of future taxable income and potential utilization limitations of tax attributes acquired as a result of stock ownership changes. To the extent realization of the deferred tax assets becomes more-likely-than-not, we would recognize such deferred tax asset as an income tax benefit during the period.

We recognize the benefit from a tax position only if it is more-likely-than-not that the position would be sustained upon audit based solely on the technical merits of the tax position. Our policy is to include interest and penalties related to unrecognized tax benefits as a component of income tax expense.

### **Net Income Per Share**

Basic net income per share is computed using the weighted average number of common shares outstanding during the period. Diluted net income per share is computed using the weighted average number of common and potentially dilutive shares outstanding during the period, using the treasury stock method. Under the treasury stock method, the effect of equity awards outstanding is not included in the computation of diluted net income per share for periods when their effect is anti-dilutive.

### **Cash and Cash Equivalents**

We consider all highly liquid investments that are readily convertible into cash and have an original maturity of three months or less at the time of purchase to be cash equivalents.

### **Marketable Securities**

Marketable securities consist of highly liquid debt investments with maturities of greater than three months when purchased. We generally classify our marketable securities at the date of acquisition as available-for-sale. These debt securities are reported at fair value with the related unrealized gains and losses included in accumulated other comprehensive income or loss, a component of shareholders' equity, net of tax. The fair value of interest-bearing debt securities includes accrued interest. Any unrealized losses which are considered to be other-than-temporary impairments are recorded in the other income or expense, net, section of our Consolidated Statements of Income. Realized gains and losses on the sale of marketable securities are determined using the specific-identification method and recorded in the other income or expense, net, section of our Consolidated Statements of Income.

All of our available-for-sale debt investments are subject to a periodic impairment review. We record a charge to earnings when a decline in fair value is significantly below cost basis and judged to be other-than-temporary or have other indicators of impairments. If the fair value of an available-for-sale debt instrument is less than its amortized cost basis, an other-than-temporary impairment is triggered in circumstances where (1) we intend to sell the instrument, (2) it is more likely than not that we will be required to sell the instrument before recovery of its amortized cost basis, or (3) a credit loss exists where we do not expect to recover the entire amortized cost basis of the instrument. In these situations, we recognize an



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other-than-temporary impairment in earnings equal to the entire difference between the debt instruments' amortized cost basis and its fair value. For available-for-sale debt instruments that are considered other-than-temporarily impaired due to the existence of a credit loss, if we do not intend to sell and it is not likely that we will be required to sell the instrument before recovery of its remaining amortized cost basis (amortized cost basis less any current-period credit loss), we separate the amount of the impairment into the amount that is credit related and the amount due to all other factors. The credit loss component is recognized in earnings while loss related to all other factors is recorded in accumulated other comprehensive income or loss.

### **Fair Value of Financial Instruments**

The carrying value of cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate their fair values due to their relatively short maturities as of January 26, 2020 and January 27, 2019. Marketable securities are comprised of available-for-sale securities that are reported at fair value with the related unrealized gains or losses included in accumulated other comprehensive income or loss, a component of shareholders' equity, net of tax. Fair value of the marketable securities is determined based on quoted market prices. Derivative instruments are recognized as either assets or liabilities and are measured at fair value. The accounting for changes in the fair value of a derivative depends on the intended use of the derivative and the resulting designation. For derivative instruments designated as fair value hedges, the gains or losses are recognized in earnings in the periods of change together with the offsetting losses or gains on the hedged items attributed to the risk being hedged. For derivative instruments designated as cash-flow hedges, the effective portion of the gains or losses on the derivatives is initially reported as a component of other comprehensive income or loss and is subsequently recognized in earnings when the hedged exposure is recognized in earnings. For derivative instruments not designated for hedge accounting, changes in fair value are recognized in earnings.

### **Concentration of Credit Risk**

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash equivalents, marketable securities, and accounts receivable. Our investment policy requires the purchase of highly-rated fixed income securities, the diversification of investment type and credit exposures, and includes certain limits on our portfolio duration. Accounts receivable from significant customers, those representing 10% or more of total accounts receivable, was approximately 21% of our accounts receivable balance from one customer as of January 26, 2020 and 19% of our accounts receivable balance from one customer as of January 27, 2019. We perform ongoing credit evaluations of our customers' financial condition and maintain an allowance for potential credit losses. This allowance consists of an amount identified for specific customers and an amount based on overall estimated exposure. Our overall estimated exposure excludes amounts covered by credit insurance and letters of credit.

### **Accounts Receivable**

We maintain an allowance for doubtful accounts receivable for estimated losses resulting from the inability of our customers to make required payments. We determine this allowance by identifying amounts for specific customer issues as well as amounts based on overall estimated exposure. Factors impacting the allowance include the level of gross receivables, the financial condition of our customers and the extent to which balances are covered by credit insurance or letters of credit.

### **Inventories**

Inventory cost is computed on an adjusted standard basis, which approximates actual cost on an average or first-in, first-out basis. Inventory costs consist primarily of the cost of semiconductors purchased from subcontractors, including wafer fabrication, assembly, testing and packaging, manufacturing support costs, including labor and overhead associated with such purchases, final test yield fallout, and shipping costs, as well as the cost of purchased memory products and other component parts. We charge cost of sales for inventory provisions to write down our inventory to the lower of cost or net realizable value or to completely write off obsolete or excess inventory. Most of our inventory provisions relate to the write-off of excess quantities of products, based on our inventory levels and future product purchase commitments compared to assumptions about future demand and market conditions. Once inventory has been written-off or written-down, it creates a new cost basis for the inventory that is not subsequently written-up.

### **Property and Equipment**

Property and equipment are stated at cost. Depreciation of property and equipment is computed using the straight-line method based on the estimated useful lives of the assets, generally three to five years. Once an asset is identified for retirement or disposition, the related cost and accumulated depreciation or amortization are removed, and a gain or loss is recorded. The estimated useful lives of our buildings are up to thirty years. Depreciation expense includes the amortization

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of assets recorded under capital leases. Leasehold improvements and assets recorded under capital leases are amortized over the shorter of the expected lease term or the estimated useful life of the asset.

### **Leases**

We determine if an arrangement is or contains a lease at inception. Operating leases with lease terms of more than 12 months are included in operating lease assets, accrued and other current liabilities, and long-term operating lease liabilities on our consolidated balance sheet. Operating lease assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments over the lease term.

Operating lease assets and liabilities are recognized based on the present value of the remaining lease payments discounted using our incremental borrowing rate. Operating lease assets also include initial direct costs incurred and prepaid lease payments, minus any lease incentives. Our lease terms include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense is recognized on a straight-line basis over the lease term.

We combine the lease and non-lease components in determining the operating lease assets and liabilities.

Refer to Note 3 of these Notes to the Consolidated Financial Statements for additional information.

### **Goodwill**

Goodwill is subject to our annual impairment test during the fourth quarter of our fiscal year, or earlier if indicators of potential impairment exist. For the purposes of completing our impairment test, we perform either a qualitative or a quantitative analysis on a reporting unit basis.

Qualitative factors include industry and market considerations, overall financial performance, and other relevant events and factors affecting the reporting units.

Our quantitative impairment test considers both the income approach and the market approach to estimate a reporting unit's fair value. The income and market valuation approaches consider a number of factors that include, but are not limited to, prospective financial information, growth rates, residual values, discount rates and comparable multiples from publicly traded companies in our industry and require us to make certain assumptions and estimates regarding industry economic factors and the future profitability of our business. Refer to Note 6 of these Notes to the Consolidated Financial Statements for additional information.

### **Intangible Assets and Other Long-Lived Assets**

Intangible assets primarily represent rights acquired under technology licenses, patents, acquired intellectual property, trademarks and customer relationships. We currently amortize our intangible assets with definitive lives over periods ranging from three to ten years using a method that reflects the pattern in which the economic benefits of the intangible asset are consumed or otherwise used up or, if that pattern cannot be reliably determined, using a straight-line amortization method.

Long-lived assets, such as property and equipment and intangible assets subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to estimated undiscounted future cash flows expected to be generated by the asset, or asset group. If the carrying amount of an asset or asset group exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset or asset group exceeds the estimated fair value of the asset or asset group. Fair value is determined based on the estimated discounted future cash flows expected to be generated by the asset or asset group. Assets and liabilities to be disposed of would be separately presented in the Consolidated Balance Sheet and the assets would be reported at the lower of the carrying amount or fair value less costs to sell, and would no longer be depreciated.

### **Adoption of New and Recently Issued Accounting Pronouncements**

#### **Recently Adopted Accounting Pronouncements**

The Financial Accounting Standards Board, or FASB, issued an accounting standards update regarding the accounting for leases under which lease assets and liabilities are recognized on the balance sheet. We adopted this guidance on January

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28, 2019 using the optional transition method by recognizing a cumulative-effect adjustment to the consolidated balance sheet. Refer to Note 3 of these Notes to Condensed Consolidated Financial Statements for additional information.

**Recent Accounting Pronouncements Not Yet Adopted**

In June 2016, the FASB issued a new accounting standard to replace the incurred loss impairment methodology under current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. We will be required to use a forward-looking expected credit loss model for accounts receivable and other financial instruments, including available-for-sale debt securities. We plan to adopt the standard using the modified retrospective transition method beginning in the first quarter of fiscal year 2021. We do not currently believe it will have a material impact upon adoption.

**Note 2 - Acquisition of Mellanox Technologies, Ltd.**

On March 10, 2019, we entered into an Agreement and Plan of Merger, or the Merger Agreement, with Mellanox Technologies Ltd., or Mellanox, pursuant to which we will acquire all of the issued and outstanding common shares of Mellanox for \$125 per share in cash, representing a total enterprise value of approximately \$6.9 billion as of the date of the Merger Agreement. The Merger Agreement contains customary representations, warranties and covenants. The consummation of the merger is conditioned on the receipt of the approval of Mellanox shareholders, as well as the satisfaction of other customary closing conditions, including domestic and foreign regulatory approvals and performance in all material respects by each party of its obligations under the Merger Agreement. In June 2019, Mellanox shareholders approved the consummation of the merger and we received regulatory approvals for the deal from Mexico in July 2019 and from the European Commission in December 2019. In addition, the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, in connection with the proposed acquisition expired in May 2019. Discussions with China's regulatory agency, the State Administration for Market Regulation, are progressing and we believe the acquisition will likely close in the early part of calendar 2020. If the Merger Agreement is terminated under certain circumstances involving the failure to obtain the required regulatory approvals, we could be obligated to pay Mellanox a termination fee of \$350 million.

**Note 3 - New Lease Accounting Standard**

**Method and Impact of Adoption**

On January 28, 2019, we adopted the new lease accounting standard using the optional transition method by recognizing a cumulative-effect adjustment to the consolidated balance sheet and not adjusting comparative information for prior periods. In addition, we elected the package of practical expedients permitted under the transition guidance, which allowed us not to reassess (1) whether any expired or existing contracts are or contain leases, (2) lease classification for any expired or existing leases, and (3) initial direct costs for any existing leases.

The cumulative-effect adjustment upon adoption of the new lease accounting standard resulted in the recognition of \$470 million of operating lease assets and \$500 million of operating lease liabilities on our Consolidated Balance Sheet. The difference of \$30 million represents deferred rent for leases that existed as of the date of adoption, which was an offset to the opening balance of operating lease assets.

**Lease Obligations**

Our lease obligations consist of operating leases for our headquarters complex, domestic and international office facilities, and data center space, with lease periods expiring between fiscal years 2021 and 2035.

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Future minimum lease payments under our operating leases as of January 26, 2020, are as follows:

	<b>Operating Lease Obligations</b>
	<i>(In millions)</i>
<b>Fiscal Year:</b>	
2021	\$ 121
2022	117
2023	102
2024	79
2025	62
2026 and thereafter	292
Total	773
Less imputed interest	121
Present value of net future minimum lease payments	652
Less short-term operating lease liabilities	91
Long-term operating lease liabilities	\$ 561

Future minimum lease payments under our non-cancelable operating leases as of January 27, 2019, based on the previous lease accounting standard, are as follows:

	<b>Lease Obligations</b>
	<i>(In millions)</i>
<b>Fiscal Year:</b>	
2020	\$ 100
2021	97
2022	90
2023	77
2024	54
2025 and thereafter	265
Total	\$ 683

Operating lease expense for fiscal years 2020, 2019, and 2018 was \$114 million, \$80 million, \$54 million, respectively. Short-term and variable lease expenses for fiscal year 2020 were not significant.

Other information related to leases was as follows:

	<b>Year Ended</b>
	<b>January 26, 2020</b>
	<i>(In millions)</i>
<b>Supplemental cash flows information</b>	
Operating cash flows used for operating leases	\$ 103
Operating lease assets obtained in exchange for lease obligations	\$ 238

As of January 26, 2020, our operating leases had a weighted average remaining lease term of 8.3 years and a weighted average discount rate of 3.45%.

**Note 4 - Stock-Based Compensation**

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Our stock-based compensation expense is associated with restricted stock units, or RSUs, performance stock units that are based on our corporate financial performance targets, or PSUs, performance stock units that are based on market conditions, or market-based PSUs, and our ESPP.

Our Consolidated Statements of Income include stock-based compensation expense, net of amounts allocated to inventory, as follows:

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
	<i>(In millions)</i>		
Cost of revenue .....	\$ 39	\$ 27	\$ 21
Research and development .....	540	336	219
Sales, general and administrative .....	265	194	151
Total .....	<u>\$ 844</u>	<u>\$ 557</u>	<u>\$ 391</u>

Stock-based compensation capitalized in inventories was not significant during fiscal years 2020, 2019, and 2018.

The following is a summary of equity awards granted under our equity incentive plans:

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
	<i>(In millions, except per share data)</i>		

**RSUs, PSUs and Market-based PSUs**

Awards granted .....	7	4	6
Estimated total grant-date fair value .....	\$ 1,282	\$ 1,109	\$ 929
Weighted average grant-date fair value per share .....	\$ 184.47	\$ 258.26	\$ 145.91

**ESPP**

Shares purchased .....	1	1	5
Weighted average price per share .....	\$ 148.76	\$ 107.48	\$ 21.24
Weighted average grant-date fair value per share .....	\$ 64.87	\$ 38.51	\$ 7.12

	January 26, 2020	January 27, 2019
	<i>(In millions)</i>	
Aggregate unearned stock-based compensation expense, net of forfeitures .....	\$ 1,803	\$ 1,580

Estimated weighted average remaining amortization period .....	<i>(In years)</i>	
RSUs, PSUs and market-based PSUs .....	2.5	2.2
ESPP .....	0.9	0.8

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The fair value of shares issued under our ESPP have been estimated with the following assumptions:

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
	<i>(Using the Black-Scholes model)</i>		
<b>ESPP</b>			
Weighted average expected life (in years) .....	0.1-2.0	0.1-2.0	0.5-2.0
Risk-free interest rate .....	1.5%-2.6%	1.6%-2.8%	0.8%-1.4%
Volatility .....	30%-82%	24%-75%	40%-54%
Dividend yield .....	0.3%-0.4%	0.3%-0.4%	0.3%-0.5%

For ESPP shares, the expected term represents the average term from the first day of the offering period to the purchase date. The risk-free interest rate assumption used to value ESPP shares is based upon observed interest rates on Treasury bills appropriate for the expected term. Our expected stock price volatility assumption for ESPP is estimated using historical volatility. For awards granted, we use the dividend yield at grant date. Our RSU, PSU, and market-based PSU awards are not eligible for cash dividends prior to vesting; therefore, the fair values of RSUs, PSUs, and market-based PSUs are discounted for the dividend yield.

Additionally, for RSU, PSU, and market-based PSU awards, we estimate forfeitures annually and revise the estimates of forfeiture in subsequent periods if actual forfeitures differ from those estimates. Forfeitures are estimated based on historical experience.

### Equity Incentive Program

We grant or have granted stock options, RSUs, PSUs, market-based PSUs, and stock purchase rights under the following equity incentive plans.

#### Amended and Restated 2007 Equity Incentive Plan

In 2007, our shareholders approved the NVIDIA Corporation 2007 Equity Incentive Plan, as most recently amended and restated, the 2007 Plan.

The 2007 Plan authorizes the issuance of incentive stock options, non-statutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance stock awards, performance cash awards, and other stock-based awards to employees, directors and consultants. Only our employees may receive incentive stock options. Up to 230 million shares of our common stock may be issued pursuant to stock awards granted under the 2007 Plan. Currently, we grant RSUs, PSUs and market-based PSUs under the 2007 Plan, under which, as of January 26, 2020, there were 29 million shares available for future issuance.

Stock options previously granted to employees, subject to certain exceptions, vested over a four-year period, subject to continued service, with 25% vesting on the anniversary of the hire date in the case of new hires or the anniversary of the date of grant in the case of grants to existing employees and 6.25% vesting quarterly thereafter. These stock options generally expire ten years from the date of grant.

Subject to certain exceptions, RSUs and PSUs granted to employees vest over a four-year period, subject to continued service, with 25% vesting on a pre-determined date that is close to the anniversary of the date of grant and (i) for grants made prior to May 18, 2016, 12.5% vesting semi-annually thereafter, and (ii) for grants made on or after May 18, 2016, 6.25% vesting quarterly thereafter. Market-based PSUs vest 100% on approximately the three-year anniversary of the date of grant. However, the number of shares subject to both PSUs and market-based PSUs that are eligible to vest is generally determined by the Compensation Committee based on achievement of pre-determined criteria.

Unless terminated sooner, the 2007 Plan is scheduled to terminate on March 21, 2022. Our Board may suspend or terminate the 2007 Plan at any time. No awards may be granted under the 2007 Plan while the 2007 Plan is suspended or after it is terminated. The Board may also amend the 2007 Plan at any time. However, if legal, regulatory or listing requirements require shareholder approval, the amendment will not go into effect until the shareholders have approved the amendment.

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**Amended and Restated 2012 Employee Stock Purchase Plan**

In 2012, our shareholders approved the 2012 Employee Stock Purchase Plan, as most recently amended and restated, the 2012 Plan, as the successor to the 1998 Employee Stock Purchase Plan.

Up to 89 million shares of our common stock may be issued pursuant to purchases under the 2012 Plan. As of January 26, 2020, we had issued 30 million shares and reserved 59 million shares for future issuance under the 2012 Plan.

The 2012 Plan is intended to qualify as an “employee stock purchase plan” under Section 423 of the Internal Revenue Code. Under the current offerings adopted pursuant to the 2012 Plan, each offering period is approximately 24 months, which is generally divided into four purchase periods of six months.

Employees or those employed by an affiliate of ours are eligible to participate as designated by the Board. Employees who participate may have up to 10% of their earnings withheld to the purchase of shares of common stock. The Board may increase this percentage at its discretion, up to 15%. The price of common stock purchased under our 2012 Plan will be equal to 85% of the lower of the fair market value of the common stock on the commencement date of each offering period and the fair market value on each purchase date within the offering.

The following is a summary of our equity award transactions under our equity incentive plans:

	<b>RSUs, PSUs and Market-based PSUs Outstanding</b>	
	<b>Number of Shares</b>	<b>Weighted Average Grant-Date Fair Value</b>
	(In millions, except years and per share data)	
Balances, January 27, 2019.....	16	\$ 129.92
Granted (1)(2).....	7	\$ 184.47
Vested restricted stock.....	(8)	\$ 92.70
Canceled and forfeited.....	(1)	\$ 185.46
Balances, January 26, 2020.....	14	\$ 176.72
Vested and expected to vest after January 26, 2020	11	\$ 176.46

(1) Includes the number of PSUs that will be issued and eligible to vest based on the corporate financial performance level achieved for fiscal year 2020.

(2) Includes the number of market-based PSUs granted that will be issued and eligible to vest if the maximum goal for total shareholder return, or TSR, over the 3-year measurement period is achieved. Depending on the ranking of our TSR compared to those companies comprising the Standard & Poor's 500 Index during that period, the market-based PSUs issued could be up to 60 thousand shares.

As of January 26, 2020 and January 27, 2019, there were 29 million and 35 million shares, respectively, of common stock reserved for future issuance under our equity incentive plans.

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**Note 5 - Net Income Per Share**

The following is a reconciliation of the denominator of the basic and diluted net income per share computations for the periods presented:

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
<i>(In millions, except per share data)</i>			
<b>Numerator:</b>			
Net income .....	\$ 2,796	\$ 4,141	\$ 3,047
<b>Denominator:</b>			
Basic weighted average shares .....	609	608	599
<b>Dilutive impact of outstanding securities:</b>			
Equity awards .....	9	17	24
1.00% Convertible Senior Notes .....	—	—	5
Warrants issued with the 1.00% Convertible Senior Notes .....	—	—	4
Diluted weighted average shares .....	618	625	632
<b>Net income per share:</b>			
Basic (1) .....	\$ 4.59	\$ 6.81	\$ 5.09
Diluted (2) .....	\$ 4.52	\$ 6.63	\$ 4.82
Equity awards excluded from diluted net income per share because their effect would have been anti-dilutive .....	11	5	4

(1) Calculated as net income divided by basic weighted average shares.

(2) Calculated as net income divided by diluted weighted average shares.

**Note 6 - Goodwill**

The carrying amount of goodwill was \$618 million, and the amount of goodwill allocated to our GPU and Tegra Processor reporting units was \$210 million and \$408 million, respectively, as of both January 26, 2020 and January 27, 2019. There were no changes to the carrying amount of goodwill during fiscal years 2020 and 2019. During the fourth quarters of fiscal years 2020, 2019, and 2018, we completed our annual impairment tests and concluded that goodwill was not impaired in any of these years.

**Note 7 - Amortizable Intangible Assets**

The components of our amortizable intangible assets are as follows:

	January 26, 2020			January 27, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
<i>(In millions)</i>						
Acquisition-related intangible assets .....	\$ 195	\$ (192)	\$ 3	\$ 195	\$ (188)	\$ 7
Patents and licensed technology .....	520	(474)	46	491	(453)	38
Total intangible assets .....	\$ 715	\$ (666)	\$ 49	\$ 686	\$ (641)	\$ 45

The increase in gross carrying amount of intangible assets is due to purchases of licensed technology during fiscal year 2020. Amortization expense associated with intangible assets for fiscal years 2020, 2019, and 2018 was \$25 million, \$29 million, and \$55 million, respectively. Future amortization expense related to the net carrying amount of intangible assets as of



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January 26, 2020 is estimated to be \$19 million in fiscal year 2021, \$12 million in fiscal year 2022, \$9 million in fiscal year 2023, \$6 million in fiscal year 2024, and \$3 million in fiscal year 2025 and thereafter until fully amortized.

**Note 8 - Cash Equivalents and Marketable Securities**

Our cash equivalents and marketable securities are classified as “available-for-sale” debt securities.

The following is a summary of cash equivalents and marketable securities as of January 26, 2020 and January 27, 2019:

	<b>January 26, 2020</b>					
	<b>Amortized Cost</b>	<b>Unrealized Gain</b>	<b>Unrealized Loss</b>	<b>Estimated Fair Value</b>	<b>Reported as</b>	
					<b>Cash Equivalents</b>	<b>Marketable Securities</b>
	<i>(In millions)</i>					
Money market funds .....	\$ 7,507	\$ —	\$ —	\$ 7,507	\$ 7,507	\$ —
Debt securities issued by the United States Treasury .....	1,358	—	—	1,358	1,358	—
Debt securities issued by United States government agencies .....	1,096	—	—	1,096	1,096	—
Corporate debt securities .....	592	—	—	592	592	—
Foreign government bonds .....	200	—	—	200	200	—
Certificates of deposit .....	27	—	—	27	27	—
Asset-backed securities .....	1	—	—	1	—	1
<b>Total .....</b>	<b>\$ 10,781</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 10,781</b>	<b>\$ 10,780</b>	<b>\$ 1</b>

	<b>January 27, 2019</b>					
	<b>Amortized Cost</b>	<b>Unrealized Gain</b>	<b>Unrealized Loss</b>	<b>Estimated Fair Value</b>	<b>Reported as</b>	
					<b>Cash Equivalents</b>	<b>Marketable Securities</b>
	<i>(In millions)</i>					
Corporate debt securities .....	\$ 2,626	\$ —	\$ (6)	\$ 2,620	\$ 25	\$ 2,595
Debt securities issued by United States government agencies .....	2,284	—	(4)	2,280	—	2,280
Debt securities issued by the United States Treasury .....	1,493	—	(1)	1,492	176	1,316
Money market funds .....	483	—	—	483	483	—
Foreign government bonds .....	209	—	—	209	—	209
Asset-backed securities .....	152	—	(1)	151	—	151
Mortgage backed securities issued by United States government-sponsored enterprises .....	88	1	—	89	—	89
<b>Total .....</b>	<b>\$ 7,335</b>	<b>\$ 1</b>	<b>\$ (12)</b>	<b>\$ 7,324</b>	<b>\$ 684</b>	<b>\$ 6,640</b>

The unrealized losses as of January 26, 2020, aggregated by investment category and length of time that individual securities have been in a continuous loss position is not significant.

The gross unrealized losses are related to fixed income securities, temporary in nature, and driven primarily by changes in interest rates. We have the intent and ability to hold our investments until maturity. For fiscal years 2020, 2019, and 2018, there were no other-than-temporary impairment losses, and net realized gains/losses were not significant.

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The amortized cost and estimated fair value of cash equivalents and marketable securities as of January 26, 2020 and January 27, 2019 are shown below by contractual maturity.

	January 26, 2020		January 27, 2019	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
	<i>(In millions)</i>			
Less than one year .....	\$ 10,781	\$ 10,781	\$ 5,042	\$ 5,034
Due in 1 - 5 years .....	—	—	2,271	2,268
Mortgage-backed securities issued by United States government-sponsored enterprises not due at a single maturity date .....	—	—	22	22
Total .....	\$ 10,781	\$ 10,781	\$ 7,335	\$ 7,324

**Note 9 - Fair Value of Financial Assets and Liabilities**

The fair values of our financial assets and liabilities are determined using quoted market prices of identical assets or quoted market prices of similar assets from active markets. We review fair value hierarchy classification on a quarterly basis. There were no significant transfers between Levels 1 and 2 financial assets and liabilities for fiscal year 2020. Level 3 financial assets and liabilities are based on unobservable inputs to the valuation methodology and include our own data about assumptions market participants would use in pricing the asset or liability based on the best information available under the circumstances.

	Pricing Category	Fair Value at	
		January 26, 2020	January 27, 2019
		<i>(In millions)</i>	
<b>Assets</b>			
Cash equivalents and marketable securities:			
Money market funds .....	Level 1	\$ 7,507	\$ 483
Debt securities issued by the United States Treasury .....	Level 2	\$ 1,358	\$ 1,492
Debt securities issued by United States government agencies .....	Level 2	\$ 1,096	\$ 2,280
Corporate debt securities .....	Level 2	\$ 592	\$ 2,620
Foreign government bonds .....	Level 2	\$ 200	\$ 209
Certificates of Deposit .....	Level 2	\$ 27	\$ —
Asset-backed securities .....	Level 2	\$ 1	\$ 151
Mortgage-backed securities issued by United States government-sponsored enterprises .....	Level 2	\$ —	\$ 89
<b>Liabilities</b>			
Other noncurrent liabilities:			
3.20% Notes Due 2026 (1) .....	Level 2	\$ 1,065	\$ 961
2.20% Notes Due 2021 (1) .....	Level 2	\$ 1,006	\$ 978

(1) These liabilities are carried on our Consolidated Balance Sheets at their original issuance value, net of unamortized debt discount and issuance costs, and are not marked to fair value each period. Refer to Note 12 of these Notes to the Consolidated Financial Statements for additional information.

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**Note 10 - Balance Sheet Components**

Certain balance sheet components are as follows:

	January 26, 2020	January 27, 2019
<i>(In millions)</i>		
<b>Inventories:</b>		
Raw materials .....	\$ 249	\$ 613
Work in-process .....	265	238
Finished goods .....	465	724
Total inventories .....	<u>\$ 979</u>	<u>\$ 1,575</u>

	January 26, 2020	January 27, 2019	Estimated Useful Life
<i>(In millions)</i>			<i>(In years)</i>
<b>Property and Equipment:</b>			
Land .....	\$ 218	\$ 218	(A)
Building .....	340	339	25-30
Test equipment .....	532	516	3-5
Computer equipment .....	621	522	3-5
Leasehold improvements .....	293	291	(B)
Software and licenses .....	287	109	3-5
Office furniture and equipment .....	74	69	5
Construction in process .....	320	107	(C)
Total property and equipment, gross .....	<u>2,685</u>	<u>2,171</u>	
Accumulated depreciation and amortization .....	<u>(1,011)</u>	<u>(767)</u>	
Total property and equipment, net .....	<u>\$ 1,674</u>	<u>\$ 1,404</u>	

(A) Land is a non-depreciable asset.

(B) Leasehold improvements and capital leases are amortized based on the lesser of either the asset's estimated useful life or the expected lease term.

(C) Construction in process represents assets that are not available for their intended use as of the balance sheet date.

Depreciation expense for fiscal years 2020, 2019, and 2018 was \$355 million, \$233 million, and \$144 million, respectively.

Accumulated amortization of leasehold improvements and capital leases was \$216 million and \$189 million as of January 26, 2020 and January 27, 2019, respectively.

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	<b>January 26, 2020</b>	<b>January 27, 2019</b>
<i>(In millions)</i>		
<b>Accrued and Other Current Liabilities:</b>		
Customer program accruals .....	\$ 462	\$ 302
Accrued payroll and related expenses .....	185	186
Deferred revenue (1) .....	141	92
Operating lease liabilities .....	91	—
Taxes payable .....	61	91
Licenses payable .....	54	12
Professional service fees .....	18	14
Other .....	85	121
Total accrued and other current liabilities .....	\$ 1,097	\$ 818

(1) Deferred revenue primarily includes customer advances and deferrals related to license and development arrangements and PCS.

	<b>January 26, 2020</b>	<b>January 27, 2019</b>
<i>(In millions)</i>		
<b>Other Long-Term Liabilities:</b>		
Income tax payable (1) .....	\$ 528	\$ 513
Licenses payable .....	110	1
Deferred revenue (2) .....	60	46
Deferred income tax liability .....	29	19
Employee benefits liability .....	22	20
Deferred rent .....	—	21
Other .....	26	13
Total other long-term liabilities .....	\$ 775	\$ 633

(1) As of January 26, 2020, income tax payable represents the long-term portion of the one-time transition tax payable of \$317 million, as well as unrecognized tax benefits of \$180 million and related interest and penalties of \$31 million.

(2) Deferred revenue primarily includes deferrals related to PCS.

### Deferred Revenue

The following table shows the changes in deferred revenue during fiscal years 2020 and 2019.

	<b>January 26, 2020</b>	<b>January 27, 2019</b>
<i>(In millions)</i>		
Balance at beginning of period	\$ 138	\$ 63
Deferred revenue added during the period	334	344
Revenue recognized during the period	(271)	(269)
Balance at end of period	\$ 201	\$ 138

Revenue related to remaining performance obligations represents the amount of contracted license and development arrangements and PCS that has not been recognized. This includes related deferred revenue currently recorded and amounts that will be invoiced in future periods. As of January 26, 2020, the amount of our remaining performance that has not been recognized as revenue was \$364 million, of which we expect to recognize approximately 46% as revenue over the next twelve months and the remainder thereafter. This amount excludes the value of remaining performance obligations for contracts with an original expected length of one year or less.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
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**Note 11 - Derivative Financial Instruments**

We enter into foreign currency forward contracts to mitigate the impact of foreign currency exchange rate movements on our operating expenses. These contracts are designated as cash flow hedges for hedge accounting treatment. Gains or losses on the contracts are recorded in accumulated other comprehensive income or loss and reclassified to operating expense when the related operating expenses are recognized in earnings or ineffectiveness should occur. The fair value of the contracts was not significant as of January 26, 2020 and January 27, 2019.

We enter into foreign currency forward contracts to mitigate the impact of foreign currency movements on monetary assets and liabilities that are denominated in currencies other than U.S. dollar. These forward contracts were not designated for hedge accounting treatment. Therefore, the change in fair value of these contracts is recorded in other income or expense and offsets the change in fair value of the hedged foreign currency denominated monetary assets and liabilities, which is also recorded in other income or expense.

The table below presents the notional value of our foreign currency forward contracts outstanding as of January 26, 2020 and January 27, 2019:

	<b>January 26, 2020</b>	<b>January 27, 2019</b>
	<i>(In millions)</i>	
Designated as cash flow hedges .....	\$ 428	\$ 408
Not designated for hedge accounting .....	\$ 287	\$ 241

As of January 26, 2020, all designated foreign currency forward contracts mature within eighteen months. The expected realized gains and losses deferred into accumulated other comprehensive income (loss) related to foreign currency forward contracts within the next twelve months was not significant.

During fiscal years 2020 and 2019, the impact of derivative financial instruments designated for hedge accounting treatment on other comprehensive income or loss was not significant and all such instruments were determined to be highly effective. Therefore, there were no gains or losses associated with ineffectiveness.

**Note 12 - Debt**

**Long-Term Debt**

**2.20% Notes Due 2021 and 3.20% Notes Due 2026**

In fiscal year 2017, we issued \$1.00 billion of the 2.20% Notes Due 2021, and \$1.00 billion of the 3.20% Notes Due 2026, or collectively, the Notes. Interest on the Notes is payable on March 16 and September 16 of each year. Upon 30 days' notice to holders of the Notes, we may redeem the Notes for cash prior to maturity, at redemption prices that include accrued and unpaid interest, if any, and a make-whole premium. However, no make-whole premium will be paid for redemptions of the Notes Due 2021 on or after August 16, 2021, or for redemptions of the Notes Due 2026 on or after June 16, 2026. The net proceeds from the Notes were \$1.98 billion, after deducting debt discount and issuance costs.

The Notes are our unsecured senior obligations and rank equally in right of payment with all existing and future unsecured and unsubordinated indebtedness. The Notes are structurally subordinated to the liabilities of our subsidiaries and are effectively subordinated to any secured indebtedness to the extent of the value of the assets securing such indebtedness. All existing and future liabilities of our subsidiaries will be effectively senior to the Notes.

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The carrying value of the Notes and the associated interest rates were as follows:

	<b>Expected Remaining Term (years)</b>	<b>Effective Interest Rate</b>	<b>January 26, 2020</b>	<b>January 27, 2019</b>
<i>(In millions)</i>				
2.20% Notes Due 2021 .....	1.6	2.38%	\$ 1,000	\$ 1,000
3.20% Notes Due 2026 .....	6.6	3.31%	1,000	1,000
Unamortized debt discount and issuance costs .....			(9)	(12)
Net carrying amount .....			<u>\$ 1,991</u>	<u>\$ 1,988</u>

### Revolving Credit Facility

We have a Credit Agreement under which we may borrow up to \$575 million for general corporate purposes and can obtain revolving loan commitments up to \$425 million. As of January 26, 2020, we had not borrowed any amounts under this agreement.

### Commercial Paper

We have a \$575 million commercial paper program to support general corporate purposes. As of January 26, 2020, we had not issued any commercial paper.

## Note 13 - Commitments and Contingencies

### Purchase Obligations

As of January 26, 2020, we had outstanding inventory purchase obligations totaling \$1.16 billion and other purchase obligations totaling \$186 million.

### Accrual for Product Warranty Liabilities

The estimated amount of product returns and warranty liabilities was \$15 million and \$18 million as of January 26, 2020 and January 27, 2019, respectively.

In connection with certain agreements that we have entered in the past, we have provided indemnities to cover the indemnified party for matters such as tax, product, and employee liabilities. We have included intellectual property indemnification provisions in our technology related agreements with third parties. Maximum potential future payments cannot be estimated because many of these agreements do not have a maximum stated liability. We have not recorded any liability in our Consolidated Financial Statements for such indemnifications.

### Litigation

#### Securities Class Action and Derivative Lawsuits

On December 21, 2018, a purported securities class action lawsuit was filed in the United States District Court for the Northern District of California, captioned Iron Workers Joint Funds v. Nvidia Corporation, et al. (Case No. 18-cv-7669), naming as defendants NVIDIA and certain of NVIDIA's officers. On December 28, 2018, a substantially similar purported securities class action was commenced in the Northern District of California, captioned Oto v. Nvidia Corporation, et al. (Case No. 18-cv-07783), naming the same defendants, and seeking substantially similar relief. On February 19, 2019, a number of shareholders filed motions to consolidate the two cases and to be appointed lead plaintiff and for their respective counsel to be appointed lead counsel. On March 12, 2019, the two cases were consolidated under case number 4:18-cv-07669-HSG and titled In Re NVIDIA Corporation Securities Litigation. On May 2, 2019, the Court appointed lead plaintiffs and lead counsel. On June 21, 2019, the lead plaintiffs filed a consolidated class action complaint. The consolidated complaint asserts that the defendants violated Section 10(b) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and SEC Rule 10b-5, by making materially false or misleading statements related to channel inventory and the impact of cryptocurrency mining on GPU demand between May 10, 2017 and November 14, 2018. The plaintiffs also allege that the NVIDIA executives who they named as defendants violated Section 20(a) of the Exchange Act. The plaintiffs seek class certification, an award of unspecified compensatory damages, an award of reasonable costs and expenses, including attorneys' fees and expert fees, and further relief as the Court may deem just and proper. On August 2, 2019, NVIDIA moved

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to dismiss the consolidated class action complaint on the basis that plaintiffs failed to state any claims for violations of the securities laws by NVIDIA or the named defendants.

On January 18, 2019, a shareholder, purporting to act on behalf of NVIDIA, filed a derivative lawsuit in the Northern District of California, captioned Han v. Huang, et al. (Case No. 19-cv-00341), seeking to assert claims on behalf of NVIDIA against the members of NVIDIA's board of directors and certain officers. The lawsuit asserts claims for breach of fiduciary duty, unjust enrichment, waste of corporate assets, and violations of Sections 14(a), 10(b), and 20(a) of the Exchange Act based on the dissemination of allegedly false and misleading statements related to channel inventory and the impact of cryptocurrency mining on GPU demand. The plaintiff is seeking unspecified damages and other relief, including reforms and improvements to NVIDIA's corporate governance and internal procedures. On February 12, 2019, a substantially similar derivative lawsuit was filed in the Northern District of California captioned Yang v. Huang, et. al. (Case No. 19-cv-00766), naming the same named defendants, and seeking the same relief. On February 19, 2019, a third substantially similar derivative lawsuit was filed in the Northern District of California captioned The Booth Family Trust v. Huang, et. al. (Case No. 3:19-cv-00876), naming the same named defendants, and seeking substantially the same relief. On March 12, 2019, the three derivative actions were consolidated under case number 4:19-cv-00341-HSG, and titled In re NVIDIA Corporation Consolidated Derivative Litigation. The parties stipulated to stay the In Re NVIDIA Corporation Consolidated Derivative Litigation pending resolution of any motion to dismiss that NVIDIA may file in the In Re NVIDIA Corporation Securities Litigation.

On September 24, 2019, two shareholders, purporting to act on behalf of NVIDIA, filed two identical lawsuits in the District of Delaware. One is captioned Lipchitz v. Huang, et al. (Case No. 1:19-cv-01795-UNA) and the other is captioned Nelson v. Huang, et. al. (Case No. 1:19-cv-01798-UNA). The lawsuits assert claims for breach of fiduciary duty, unjust enrichment, insider trading, misappropriation of information, corporate waste and violations of Sections 14(a), 10(b), and 20(a) of the Exchange Act based on the dissemination of allegedly false, and misleading statements related to channel inventory and the impact of cryptocurrency mining on GPU demand. The plaintiffs seek unspecified damages and other relief, including disgorgement of profits from the sale of NVIDIA stock and unspecified corporate governance measures. On December 11, 2019, the court approved the parties' stipulation to stay the Lipchitz and Huang actions pending resolution of the motion to dismiss filed by NVIDIA in the In Re NVIDIA Corporation Securities Litigation.

It is possible that additional suits will be filed, or allegations received from shareholders, with respect to these same or other matters, naming NVIDIA and/or its officers and directors as defendants.

**Accounting for Loss Contingencies**

We are engaged in legal actions not described above arising in the ordinary course of business and, while there can be no assurance of favorable outcomes, we believe that the ultimate outcome of these actions will not have a material adverse effect on our operating results, liquidity or financial position. As of January 26, 2020, we have not recorded any accrual for contingent liabilities associated with the legal proceedings described above based on our belief that liabilities, while possible, are not probable. Further, except as specifically described above, any possible loss or range of loss in these matters cannot be reasonably estimated at this time.

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**Note 14 - Income Taxes**

The income tax expense (benefit) applicable to income before income taxes consists of the following:

	<b>Year Ended</b>		
	<b>January 26, 2020</b>	<b>January 27, 2019</b>	<b>January 28, 2018</b>
	<i>(In millions)</i>		
<b>Current income taxes:</b>			
Federal.....	\$ 65	\$ 1	\$ 464
State .....	4	—	1
Foreign.....	87	69	43
Total current .....	156	70	508
<b>Deferred taxes:</b>			
Federal.....	2	(315)	(376)
State .....	—	—	—
Foreign.....	16	—	17
Total deferred .....	18	(315)	(359)
Income tax expense (benefit).....	<u>\$ 174</u>	<u>\$ (245)</u>	<u>\$ 149</u>

Income before income tax consists of the following:

	<b>Year Ended</b>		
	<b>January 26, 2020</b>	<b>January 27, 2019</b>	<b>January 28, 2018</b>
	<i>(In millions)</i>		
Domestic .....	\$ 620	\$ 1,843	\$ 1,600
Foreign .....	2,350	2,053	1,596
Income before income tax.....	<u>\$ 2,970</u>	<u>\$ 3,896</u>	<u>\$ 3,196</u>

The income tax expense (benefit) differs from the amount computed by applying the U.S. federal statutory rate of 21%, 21%, and 33.9% for fiscal years 2020, 2019, and 2018, respectively, to income before income taxes as follows:

	<b>Year Ended</b>		
	<b>January 26, 2020</b>	<b>January 27, 2019</b>	<b>January 28, 2018</b>
	<i>(In millions)</i>		
Tax expense computed at federal statutory rate.....	\$ 624	\$ 818	\$ 1,084
<b>Expense (benefit) resulting from:</b>			
State income taxes, net of federal tax effect .....	12	23	10
Foreign tax rate differential.....	(301)	(412)	(545)
Stock-based compensation.....	(60)	(191)	(181)
Tax Cuts and Jobs Act of 2017 .....	—	(368)	(133)
U.S. federal R&D tax credit .....	(110)	(141)	(87)
Other.....	9	26	1
Income tax expense (benefit).....	<u>\$ 174</u>	<u>\$ (245)</u>	<u>\$ 149</u>



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The tax effect of temporary differences that gives rise to significant portions of the deferred tax assets and liabilities are presented below:

	<b>January 26, 2020</b>	<b>January 27, 2019</b>
<i>(In millions)</i>		
<b>Deferred tax assets:</b>		
Net operating loss carryforwards .....	\$ 62	\$ 70
Accruals and reserves, not currently deductible for tax purposes .....	39	41
Property, equipment and intangible assets .....	12	2
Operating lease liabilities .....	114	—
Research and other tax credit carryforwards .....	605	626
Stock-based compensation .....	28	25
GILTI deferred tax assets .....	428	376
Gross deferred tax assets .....	1,288	1,140
Less valuation allowance .....	(621)	(562)
Total deferred tax assets .....	667	578
<b>Deferred tax liabilities:</b>		
Acquired intangibles .....	(1)	(2)
Unremitted earnings of foreign subsidiaries .....	(40)	(35)
Operating lease assets .....	(107)	—
Gross deferred tax liabilities .....	(148)	(37)
Net deferred tax asset (1) .....	\$ 519	\$ 541

(1) Net deferred tax asset includes long-term deferred tax assets of \$548 million and \$560 million and long-term deferred tax liabilities of \$29 million and \$19 million for fiscal years 2020 and 2019, respectively. Long-term deferred tax assets are included in Other assets and long-term deferred tax liabilities are included in Other long-term liabilities on our Consolidated Balance Sheets.

We recognized an income tax expense of \$174 million and \$149 million for fiscal years 2020 and 2018, respectively, and income tax benefit of \$245 million for fiscal year 2019. Our annual effective tax rate was 5.9%, (6.3)%, and 4.7% for fiscal years 2020, 2019, and 2018, respectively. The increase in our effective tax rate in fiscal year 2020 as compared to fiscal years 2019 and 2018 was primarily due to a decrease of tax benefits from stock-based compensation and an absence of tax benefits related to the enactment of the TCJA.

The decrease in our effective tax rate in fiscal year 2019 as compared to fiscal year 2018 was primarily due to a decrease in the U.S. statutory tax rate from 33.9% to 21%, the finalization of the enactment-date income tax effects of the TCJA, higher U.S. federal research tax credits and excess tax benefits related to stock-based compensation in fiscal year 2019.

Our effective tax rate for fiscal years 2020 and 2019 was lower than the U.S. federal statutory rate of 21% due primarily to income earned in jurisdictions, including the British Virgin Islands and Hong Kong, where the tax rate was lower than the U.S. federal statutory tax rates, favorable recognition of U.S. federal research tax credits, excess tax benefits related to stock-based compensation, and the finalization of the enactment-date income tax effects of the TCJA in 2019.

Our effective tax rate for fiscal year 2018 was lower than the blended U.S. federal statutory rate of 33.9% due primarily to income earned in jurisdictions, including the British Virgin Islands, Hong Kong, China, Taiwan and United Kingdom, where the tax rate was lower than the U.S. federal statutory tax rates, favorable recognition of U.S. federal research tax credits, the provisional impact of the tax law changes, and excess tax benefits related to stock-based compensation.

As of January 26, 2020 and January 27, 2019, we had a valuation allowance of \$621 million and \$562 million, respectively, related to state and certain foreign deferred tax assets that management determined not likely to be realized due, in part, to jurisdictional projections of future taxable income. To the extent realization of the deferred tax assets becomes more-likely-than-not, we would recognize such deferred tax asset as an income tax benefit during the period.

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As of January 26, 2020, we had federal, state and foreign net operating loss carryforwards of \$70 million, \$153 million and \$295 million, respectively. The federal and state carryforwards will begin to expire in fiscal year 2023 and 2021, respectively. The foreign net operating loss carryforwards of \$295 million may be carried forward indefinitely. As of January 26, 2020, we had federal research tax credit carryforwards of \$314 million that will begin to expire in fiscal year 2039. We have state research tax credit carryforwards of \$814 million, of which \$774 million is attributable to the State of California and may be carried over indefinitely, and \$40 million is attributable to various other states and will begin to expire in fiscal year 2021. Our tax attributes, net operating loss and tax credit carryforwards, remain subject to audit and may be adjusted for changes or modification in tax laws, other authoritative interpretations thereof, or other facts and circumstances. Utilization of federal, state, and foreign net operating losses and tax credit carryforwards may also be subject to limitations due to ownership changes and other limitations provided by the Internal Revenue Code and similar state and foreign tax provisions. If any such limitations apply, the federal, states, or foreign net operating loss and tax credit carryforwards, as applicable, may expire or be denied before utilization.

As of January 26, 2020, we had \$583 million of gross unrecognized tax benefits, of which \$464 million would affect our effective tax rate if recognized. However, \$104 million of the unrecognized tax benefits were related to state income tax positions taken, that, if recognized, would be in the form of a carryforward deferred tax asset that would likely attract a full valuation allowance. The \$464 million of unrecognized tax benefits as of January 26, 2020 consisted of \$180 million recorded in non-current income taxes payable and \$284 million reflected as a reduction to the related deferred tax assets.

A reconciliation of gross unrecognized tax benefits is as follows:

	<u>January 26, 2020</u>	<u>January 27, 2019</u>	<u>January 28, 2018</u>
	<i>(In millions)</i>		
Balance at beginning of period .....	\$ 477	\$ 447	\$ 224
Increases in tax positions for prior years .....	7	52	7
Decreases in tax positions for prior years .....	—	(141)	(1)
Increases in tax positions for current year .....	104	129	222
Lapse in statute of limitations .....	(5)	(10)	(5)
Balance at end of period .....	<u>\$ 583</u>	<u>\$ 477</u>	<u>\$ 447</u>

We classify an unrecognized tax benefit as a current liability, or amount refundable, to the extent that we anticipate payment or receipt of cash for income taxes within one year. The amount is classified as a long-term liability, or reduction of long-term deferred tax assets or amount refundable if we anticipate payment or receipt of cash for income taxes during a period beyond a year.

Our policy is to include interest and penalties related to unrecognized tax benefits as a component of income tax expense. As of January 26, 2020, January 27, 2019, and January 28, 2018, we had accrued \$31 million, \$21 million, and \$15 million, respectively, for the payment of interest and penalties related to unrecognized tax benefits, which is not included as a component of our unrecognized tax benefits. As of January 26, 2020, unrecognized tax benefits of \$180 million and the related interest and penalties of \$31 million are included in non-current income taxes payable.

While we believe that we have adequately provided for all tax positions, amounts asserted by tax authorities could be greater or less than our accrued position. Accordingly, our provisions on federal, state and foreign tax-related matters to be recorded in the future may change as revised estimates are made or the underlying matters are settled or otherwise resolved. As of January 26, 2020, we do not believe that our estimates, as otherwise provided for, on such tax positions will significantly increase or decrease within the next twelve months.

We are subject to taxation by taxing authorities both in the United States and other countries. As of January 26, 2020, the significant tax jurisdictions that may be subject to examination include the United States, Hong Kong, Taiwan, China, United Kingdom, Germany, and India for fiscal years 2003 through 2019. As of January 26, 2020, the significant tax jurisdictions for which we are currently under examination include India, China, and United Kingdom for fiscal years 2003 through 2019.

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## **Note 15 - Shareholders' Equity**

### **Capital Return Program**

Beginning August 2004, our Board of Directors authorized us to repurchase our stock.

Through January 26, 2020, we have repurchased an aggregate of 260 million shares under our share repurchase program for a total cost of \$7.08 billion. All shares delivered from these repurchases have been placed into treasury stock. As of January 26, 2020, we are authorized, subject to certain specifications, to repurchase shares of our common stock up to \$7.24 billion through December 2022.

During fiscal year 2020, we paid \$390 million in cash dividends to our shareholders.

### **Preferred Stock**

As of January 26, 2020 and January 27, 2019, there were no shares of preferred stock outstanding.

### **Common Stock**

We are authorized to issue up to 2.00 billion shares of our common stock at \$0.001 per share par value.

## **Note 16 - Employee Retirement Plans**

We have a 401(k) retirement plan covering substantially all of our U.S. employees. Under the plan, participating employees may defer up to 80% of their pre-tax earnings, subject to the Internal Revenue Service annual contribution limits and we match a portion of the employee contributions. Our contribution expense for fiscal years 2020, 2019, and 2018 was \$44 million, \$39 million, and \$23 million, respectively. We also have defined contribution retirement plans outside of the United States to which we contributed \$32 million, \$31 million, and \$25 million for fiscal years 2020, 2019, and 2018, respectively.

## **Note 17 - Segment Information**

Our Chief Executive Officer, who is considered to be our chief operating decision maker, or CODM, reviews financial information presented on an operating segment basis for purposes of making operating decisions and assessing financial performance. Our operating segments are equivalent to our reportable segments.

We report our business in two primary reportable segments - the GPU business and the Tegra Processor business - based on a single underlying graphics architecture.

Our GPU product brands are aimed at specialized markets including GeForce for gamers; Quadro for designers; Tesla and DGX for AI data scientists and big data researchers; and GRID for cloud-based visual computing users. Our Tegra brand incorporates GPUs and multi-core CPUs to drive supercomputing for autonomous robots, drones, and cars, as well as for game consoles and mobile gaming and entertainment devices.

Under the single unifying architecture for our GPU and Tegra Processors, we leverage our visual computing expertise by charging the operating expenses of certain core engineering functions to the GPU business, while charging the Tegra Processor business for the incremental cost of the teams working directly for that business. In instances where the operating expenses of certain functions benefit both reportable segments, our CODM assigns 100% of those expenses to the reportable segment that benefits the most.

The "All Other" category presented below represents the revenue and expenses that our CODM does not assign to either the GPU business or the Tegra Processor business for purposes of making operating decisions or assessing financial performance. The revenue included in all other is Intel licensing revenue and the expenses include stock-based compensation expense, corporate infrastructure and support costs, legal settlement costs, acquisition-related and other costs, and other non-recurring charges and benefits that our CODM deems to be enterprise in nature.

Our CODM does not review any information regarding total assets on a reportable segment basis. Reportable segments do not record inter-segment revenue, and, accordingly, there is none to be reported. The accounting policies for segment reporting are the same as for our consolidated financial statements. The table below presents details of our reportable segments and the "All Other" category.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
(Continued)

	GPU	Tegra Processor	All Other	Consolidated
	<i>(In millions)</i>			
<b>Year Ended January 26, 2020:</b>				
Revenue .....	\$ 9,465	\$ 1,453	\$ —	\$ 10,918
Depreciation and amortization expense .....	\$ 322	\$ 44	\$ 15	\$ 381
Operating income (loss) .....	\$ 3,806	\$ 196	\$ (1,156)	\$ 2,846
<b>Year Ended January 27, 2019:</b>				
Revenue .....	\$ 10,175	\$ 1,541	\$ —	\$ 11,716
Depreciation and amortization expense .....	\$ 197	\$ 47	\$ 18	\$ 262
Operating income (loss) .....	\$ 4,443	\$ 241	\$ (880)	\$ 3,804
<b>Year Ended January 28, 2018:</b>				
Revenue .....	\$ 8,137	\$ 1,534	\$ 43	\$ 9,714
Depreciation and amortization expense .....	\$ 123	\$ 37	\$ 39	\$ 199
Operating income (loss) .....	\$ 3,507	\$ 303	\$ (600)	\$ 3,210

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
	<i>(In millions)</i>		
<b>Reconciling items included in "All Other" category:</b>			
Unallocated revenue .....	\$ —	\$ —	\$ 43
Stock-based compensation expense .....	(844)	(557)	(391)
Unallocated cost of revenue and operating expenses .....	(267)	(277)	(237)
Acquisition-related and other costs .....	(30)	(2)	(15)
Legal settlement costs .....	(15)	(44)	—
Total .....	<u>\$ (1,156)</u>	<u>\$ (880)</u>	<u>\$ (600)</u>

Revenue by geographic region is allocated to individual countries based on the location to which the products are initially billed even if our customers' revenue is attributable to end customers that are located in a different location. The following table summarizes information pertaining to our revenue from customers based on the invoicing address by geographic regions:

	Year Ended		
	January 26, 2020	January 27, 2019	January 28, 2018
	<i>(In millions)</i>		
<b>Revenue:</b>			
Taiwan .....	\$ 3,025	\$ 3,360	\$ 2,991
China (including Hong Kong) .....	2,731	2,801	1,896
Other Asia Pacific .....	2,685	2,368	2,066
Europe .....	992	914	768
United States .....	886	1,506	1,274
Other countries .....	599	767	719
Total revenue .....	<u>\$ 10,918</u>	<u>\$ 11,716</u>	<u>\$ 9,714</u>

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
(Continued)

The following table summarizes information pertaining to our revenue by each of the specialized markets we serve:

	<b>Year Ended</b>		
	<b>January 26, 2020</b>	<b>January 27, 2019</b>	<b>January 28, 2018</b>
<b>Revenue:</b>	<i>(In millions)</i>		
Gaming.....	\$ 5,518	\$ 6,246	\$ 5,513
Professional Visualization.....	1,212	1,130	934
Data Center.....	2,983	2,932	1,932
Automotive.....	700	641	558
OEM & Other.....	505	767	777
Total revenue.....	<u>\$ 10,918</u>	<u>\$ 11,716</u>	<u>\$ 9,714</u>

The following table presents summarized information for long-lived assets by geographic region. Long-lived assets consist of property and equipment and deposits and other assets, and exclude operating lease assets, goodwill, and intangible assets.

	<b>January 26, 2020</b>	<b>January 27, 2019</b>
<b>Long-lived assets:</b>	<i>(In millions)</i>	
United States.....	\$ 1,568	\$ 1,266
Taiwan.....	114	137
India.....	51	44
China (including Hong Kong).....	28	38
Europe.....	28	26
Other countries.....	2	1
Total long-lived assets.....	<u>\$ 1,791</u>	<u>\$ 1,512</u>

One customer represented 11% of our total revenue for fiscal year 2020 and was attributable to the GPU business. No customer represented 10% or more of total revenue for fiscal years 2019 and 2018.

One customer represented 21% of our accounts receivable balance as of January 26, 2020, and one customer represented 19% of our accounts receivable balance as of January 27, 2019.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
(Continued)

**Note 18 - Quarterly Summary (Unaudited)**

The following table sets forth our unaudited consolidated financial results, for the last eight fiscal quarters:

	<b>Fiscal Year 2020 Quarters Ended</b>			
	<b>January 26, 2020</b>	<b>October 27, 2019</b>	<b>July 28, 2019</b>	<b>April 28, 2019</b>
	<i>(In millions, except per share data)</i>			
<b>Statements of Income Data:</b>				
Revenue .....	\$ 3,105	\$ 3,014	\$ 2,579	\$ 2,220
Cost of revenue .....	\$ 1,090	\$ 1,098	\$ 1,038	\$ 924
Gross profit .....	\$ 2,015	\$ 1,916	\$ 1,541	\$ 1,296
Net income .....	\$ 950	\$ 899	\$ 552	\$ 394
<b>Net income per share:</b>				
Basic .....	\$ 1.55	\$ 1.47	\$ 0.91	\$ 0.65
Diluted .....	\$ 1.53	\$ 1.45	\$ 0.90	\$ 0.64

	<b>Fiscal Year 2019 Quarters Ended</b>			
	<b>January 27, 2019</b>	<b>October 28, 2018</b>	<b>July 29, 2018</b>	<b>April 29, 2018</b>
	<i>(In millions, except per share data)</i>			
<b>Statements of Income Data:</b>				
Revenue .....	\$ 2,205	\$ 3,181	\$ 3,123	\$ 3,207
Cost of revenue .....	\$ 998	\$ 1,260	\$ 1,148	\$ 1,139
Gross profit .....	\$ 1,207	\$ 1,921	\$ 1,975	\$ 2,068
Net income (1) .....	\$ 567	\$ 1,230	\$ 1,101	\$ 1,244
<b>Net income per share (1):</b>				
Basic .....	\$ 0.93	\$ 2.02	\$ 1.81	\$ 2.05
Diluted .....	\$ 0.92	\$ 1.97	\$ 1.76	\$ 1.98

(1) In the third and fourth quarters of fiscal year 2019, we recorded U.S. tax reform benefits of \$138 million and \$230 million, respectively, associated with the completion of our accounting for the enactment-date income tax effects of the TCJA.

**NVIDIA CORPORATION AND SUBSIDIARIES**  
**SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS**

Description	Balance at Beginning of Period	Additions	Deductions	Balance at End of Period
<i>(In millions)</i>				
Fiscal year 2020				
Allowance for doubtful accounts .....	\$ 2	\$ — (1)	\$ — (1)	\$ 2
Sales return allowance .....	\$ 8	\$ 18 (2)	\$ (17) (4)	\$ 9
Deferred tax valuation allowance .....	\$ 562	\$ 59 (3)	\$ —	\$ 621
Fiscal year 2019				
Allowance for doubtful accounts .....	\$ 4	\$ — (1)	\$ (2) (1)	\$ 2
Sales return allowance .....	\$ 9	\$ 21 (2)	\$ (22) (4)	\$ 8
Deferred tax valuation allowance .....	\$ 469	\$ 93 (3)	\$ —	\$ 562
Fiscal year 2018				
Allowance for doubtful accounts .....	\$ 3	\$ 1 (1)	\$ — (1)	\$ 4
Sales return allowance .....	\$ 10	\$ 15 (2)	\$ (16) (4)	\$ 9
Deferred tax valuation allowance .....	\$ 353	\$ 116 (3)	\$ —	\$ 469

- (1) Additions represent allowance for doubtful accounts charged to expense and deductions represent amounts recorded as reduction to expense upon reassessment of allowance for doubtful accounts at period end.
- (2) Represents allowance for sales returns estimated at the time revenue is recognized primarily based on historical return rates and is charged as a reduction to revenue.
- (3) Represents change in valuation allowance primarily related to state and certain foreign deferred tax assets that management has determined not likely to be realized due, in part, to projections of future taxable income of the respective jurisdictions. Refer to Note 14 of the Notes to the Consolidated Financial Statements in Part IV, Item 15 of this Annual Report on Form 10-K for additional information.
- (4) Represents sales returns.

## EXHIBIT INDEX

Exhibit No.	Exhibit Description	Incorporated by Reference			Filing Date
		Schedule/ Form	File Number	Exhibit	
2.1	<a href="#">Agreement and Plan of Merger, dated March 10, 2019, by and among NVIDIA Corporation, NVIDIA International Holdings Inc., Mellanox Technologies Ltd. And Teal Barvaz Ltd.</a>	8-K	0-23985	2.1	3/11/2019
3.1	<a href="#">Amended and Restated Certificate of Incorporation</a>	S-8	333-74905	4.1	3/23/1999
3.2	<a href="#">Certificate of Amendment of Amended and Restated Certificate of Incorporation</a>	10-Q	0-23985	3.1	8/21/2008
3.3	<a href="#">Certificate of Amendment of Amended and Restated Certificate of Incorporation</a>	8-K	0-23985	3.1	5/24/2011
3.4	<a href="#">Bylaws of NVIDIA Corporation, Amended and Restated as of November 29, 2016</a>	8-K	0-23985	3.1	12/1/2016
4.1	Reference is made to Exhibits 3.1, 3.2, 3.3 and 3.4				
4.2	<a href="#">Specimen Stock Certificate</a>	S-1/A	333-47495	4.2	4/24/1998
4.3	<a href="#">Indenture, dated as of September 16, 2016, by and between the Company and Wells Fargo Bank, National Association, as Trustee</a>	8-K	0-23985	4.1	9/16/2016
4.4	<a href="#">Officers' Certificate, dated as of September 16, 2016</a>	8-K	0-23985	4.2	9/16/2016
4.5	<a href="#">Form of 2021 Note</a>	8-K	0-23985	Annex A to Exhibit 4.2	9/16/2016
4.6	<a href="#">Form of 2026 Note</a>	8-K	0-23985	Annex B to Exhibit 4.2	9/16/2016
4.7*	<a href="#">Description of Securities</a>				
10.1	<a href="#">Form of Indemnity Agreement between NVIDIA Corporation and each of its directors and officers</a>	8-K	0-23985	10.1	3/7/2006
10.2+	<a href="#">Amended and Restated 2007 Equity Incentive Plan</a>	8-K	0-23985	10.1	5/21/2018
10.3+	<a href="#">2007 Equity Incentive Plan - Non-Statutory Stock Option (Annual Grant - Board Service (2011))</a>	10-Q	0-23985	10.41	5/27/2011
10.4+	<a href="#">2007 Equity Incentive Plan - Non-Statutory Stock Option (Initial Grant - Board Service (2011))</a>	8-K	0-23985	10.1	12/14/2011
10.5+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non-Employee Director Stock Option Grant (2012 Annual Board Retainer)</a>	10-Q	0-23985	10.4	5/23/2012
10.6+	<a href="#">2007 Equity Incentive Plan - Non Statutory Stock Option</a>	8-K	0-23985	10.20	9/13/2010
10.7+	<a href="#">2007 Equity Incentive Plan - Incentive Stock Option</a>	8-K	0-23985	10.21	9/13/2010
10.8+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non Statutory Stock Option</a>	10-Q	0-23985	10.1	8/22/2012
10.9+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Incentive Stock Option</a>	10-Q	0-23985	10.2	8/22/2012
10.10+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Restricted Stock Unit Grant Notice and Restricted Stock Unit Purchase Agreement</a>	10-Q	0-23985	10.3	8/22/2012



10.11+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non-Employee Director Restricted Stock Unit (with deferral option)</a>	10-Q	0-23985	10.3	5/23/2012
10.12+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non Statutory Stock Option (Initial Grant - Board Service)</a>	8-K	0-23985	10.1	7/23/2013
10.13+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non-Employee Director Deferred Restricted Stock Unit Grant Notice and Deferred Restricted Stock Unit Agreement (2015)</a>	10-K	0-23985	10.25	3/12/2015
10.14+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non-Employee Director Deferred Restricted Stock Unit Grant Notice and Deferred Restricted Stock Unit Agreement (2016)</a>	10-K	0-23985	10.26	3/12/2015
10.15+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non-Employee Director Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement (2016)</a>	10-K	0-23985	10.27	3/12/2015
10.16+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Non-Employee Director Restricted Stock Unit (Initial Grant - with deferral options)</a>	10-Q	0-23985	10.1	5/20/2015
10.17+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement &amp; Performance-Based Restricted Stock Unit Grant Notice and Performance-Based Restricted Stock Unit Agreement (2015)</a>	10-Q	0-23985	10.2	5/20/2015
10.18+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement &amp; Performance-Based Restricted Stock Unit Grant Notice and Performance-Based Restricted Stock Unit Agreement (2018)</a>	10-Q	0-23985	10.2	5/22/2018
10.19+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Global Restricted Stock Unit Grant Notice and Global Restricted Stock Unit Agreement (2019)</a>	10-K	0-23985	10.19	2/21/2019
10.20+	<a href="#">Amended and Restated 2007 Equity Incentive Plan - Global Performance-Based Restricted Stock Unit Grant Notice and Performance-Based Restricted Stock Unit Agreement (2019)</a>	8-K	0-23985	10.1	3/11/2019
10.21+	<a href="#">Amended and Restated 2012 Employee Stock Purchase Plan</a>	10-Q	0-23985	10.2	5/21/2018
10.22+	<a href="#">Fiscal Year 2019 Variable Compensation Plan</a>	8-K	0-23985	10.1	3/13/2018
10.23+	<a href="#">Fiscal Year 2020 Variable Compensation Plan</a>	8-K	0-23985	10.1	3/11/2019
10.24+	<a href="#">Offer Letter between NVIDIA Corporation and Colette Kress, dated September 13, 2013</a>	8-K	0-23985	10.1	9/16/2013
10.25+	<a href="#">Offer Letter between NVIDIA Corporation and Tim Teter, dated December 16, 2016</a>	8-K	0-23985	10.1	1/19/2017
10.26+	<a href="#">Offer Letter between NVIDIA Corporation and Donald Robertson, dated May 21, 2019</a>	8-K	0-23985	10.1	6/17/2019
10.27	<a href="#">Base Convertible Note Hedge Transaction Confirmation</a>	8-K	0-23985	99.1	12/2/2013
10.28	<a href="#">Additional Convertible Note Hedge Transaction Confirmation</a>	8-K	0-23985	99.3	12/2/2013

10.29	<a href="#">Credit Agreement, dated as of October 7, 2016 by and among NVIDIA Corporation, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto</a>	8-K	0-23985	1.1	10/13/2016
10.30	<a href="#">Form of Commercial Paper Dealer Agreement between NVIDIA Corporation, as Issuer, and the Dealer party thereto</a>	8-K	0-23985	10.1	12/15/2017
21.1*	<a href="#">List of Registrant's Subsidiaries</a>				
23.1*	<a href="#">Consent of PricewaterhouseCoopers LLP</a>				
24.1*	<a href="#">Power of Attorney (included in signature page)</a>				
31.1*	<a href="#">Certification of Chief Executive Officer as required by Rule 13a-14(a) of the Securities Exchange Act of 1934</a>				
31.2*	<a href="#">Certification of Chief Financial Officer as required by Rule 13a-14(a) of the Securities Exchange Act of 1934</a>				
32.1#*	<a href="#">Certification of Chief Executive Officer as required by Rule 13a-14(b) of the Securities Exchange Act of 1934</a>				
32.2#*	<a href="#">Certification of Chief Financial Officer as required by Rule 13a-14(b) of the Securities Exchange Act of 1934</a>				
101.INS*	XBRL Instance Document				
101.SCH*	XBRL Taxonomy Extension Schema Document				
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document				
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document				
104	XBRL Taxonomy Extension Presentation Linkbase Document				

\* Filed herewith.

+ Management contract or compensatory plan or arrangement.

# In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release Nos. 33-8238 and 34-47986, Final Rule: Management's Reports on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports, the certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Annual Report on Form 10-K and will not be deemed "filed" for purpose of Section 18 of the Exchange Act. Such certifications will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

Copies of above exhibits not contained herein are available to any shareholder upon written request to:  
Investor Relations: NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, CA 95051

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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, on February 20, 2020.

NVIDIA Corporation

By: /s/ Jen-Hsun Huang

\_\_\_\_\_  
Jen-Hsun Huang

President and Chief Executive Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jen-Hsun Huang and Colette M. Kress, and each or any one of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this report, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-facts and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ JEN-HSUN HUANG</u> Jen-Hsun Huang	President, Chief Executive Officer and Director (Principal Executive Officer)	<b>February 20, 2020</b>
<u>/s/ COLETTE M. KRESS</u> Colette M. Kress	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	<b>February 20, 2020</b>
<u>/s/ DONALD ROBERTSON</u> Donald Robertson	Vice President and Chief Accounting Officer (Principal Accounting Officer)	<b>February 20, 2020</b>
<u>/s/ ROBERT BURGESS</u> Robert Burgess	Director	<b>February 20, 2020</b>
<u>/s/ TENCH COXE</u> Tench Coxe	Director	<b>February 20, 2020</b>
<u>/s/ PERSIS DRELL</u> Persis Drell	Director	<b>February 20, 2020</b>
<u>/s/ JAMES C. GAITHER</u> James C. Gaither	Director	<b>February 20, 2020</b>
<u>/s/ DAWN HUDSON</u> Dawn Hudson	Director	<b>February 20, 2020</b>
<u>/s/ HARVEY C. JONES</u> Harvey C. Jones	Director	<b>February 20, 2020</b>
<u>/s/ MICHAEL MCCAFFERY</u> Michael McCaffery	Director	<b>February 20, 2020</b>
<u>/s/ STEPHEN C. NEAL</u> Stephen C. Neal	Director	<b>February 20, 2020</b>
<u>/s/ MARK L. PERRY</u> Mark L. Perry	Director	<b>February 20, 2020</b>
<u>/s/ A. BROOKE SEAWELL</u> A. Brooke Seawell	Director	<b>February 20, 2020</b>
<u>/s/ MARK STEVENS</u> Mark Stevens	Director	<b>February 20, 2020</b>

# CORPORATE INFORMATION

## BOARD OF DIRECTORS

### **Jensen Huang**

Founder, President, and  
Chief Executive Officer  
NVIDIA Corporation

### **Robert K. Burgess**

Independent Consultant

### **Tench Coxe**

Managing Director  
Sutter Hill Ventures

### **Persis S. Drell**

Provost  
Stanford University

### **James C. Gaither**

Partner  
Sutter Hill Ventures

### **Dawn Hudson**

Independent Consultant

### **Harvey C. Jones**

Managing Partner  
Square Wave Ventures

### **Michael G. McCaffery**

Managing Partner and  
Managing Director  
Makena Capital Management

### **Stephen C. Neal**

Chairman Emeritus  
and Senior Counsel  
Cooley LLP

### **Mark L. Perry (Lead Director)**

Independent Consultant

### **A. Brooke Seawell**

Venture Partner  
New Enterprise Associates

### **Mark A. Stevens**

Managing Partner  
S-Cubed Capital

## FOUNDERS

### **Jensen Huang**

Founder, President, and  
Chief Executive Officer

### **Chris A. Malachowsky**

Founder and NVIDIA Fellow

## EXECUTIVE TEAM

### **Colette M. Kress**

Executive Vice President and  
Chief Financial Officer

### **Jay Puri**

Executive Vice President  
Worldwide Field Operations

### **Debora Shoquist**

Executive Vice President  
Operations

### **Timothy S. Teter**

Executive Vice President  
General Counsel and Secretary

## INDEPENDENT ACCOUNTANTS

### **PricewaterhouseCoopers LLP**

488 Almaden Boulevard, Suite 1800  
San Jose, California 95110

## GENERAL LEGAL COUNSEL

### **Cooley LLP**

3175 Hanover Street  
Palo Alto, California 94304

## TRANSFER AGENT AND REGISTRAR

### **Computershare**

P.O. Box 505000  
Louisville, Kentucky 40233-5000  
[www.computershare.com/investor](http://www.computershare.com/investor)

## ANNUAL MEETING

June 9, 2020, at 11:00 a.m. PDT

Online at:

[www.virtualshareholdermeeting.com/NVIDIA2020](http://www.virtualshareholdermeeting.com/NVIDIA2020)

## FORM 10-K

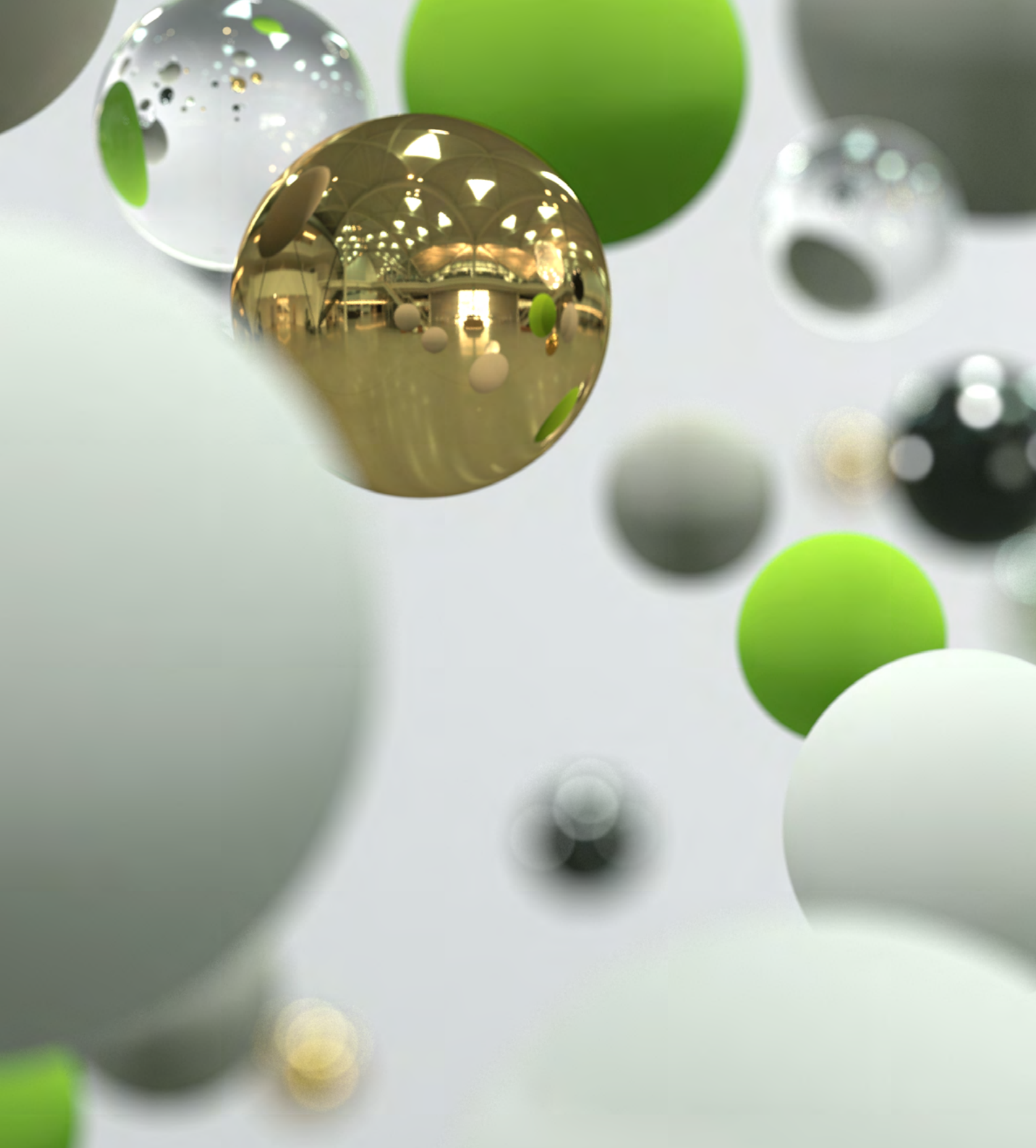
A copy of NVIDIA's Form 10-K filed with the SEC will be made available to all shareholders at no charge.

The Form 10-K also can be accessed through the SEC website at [www.sec.gov](http://www.sec.gov), or through NVIDIA's Investor Relations website at [www.nvidia.com/investor](http://www.nvidia.com/investor)

To receive a copy by mail, contact:

### **Investor Relations**

NVIDIA Corporation  
2788 San Tomas Expressway  
Santa Clara, California 95051  
[NVIDIAInvestorRelations@nvidia.com](mailto:NVIDIAInvestorRelations@nvidia.com)



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