

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2020

or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-34841

**NXP Semiconductors N.V.**

(Exact name of registrant as specified in its charter)

**Netherlands**

(State or other jurisdiction  
of incorporation or organization)

**98-1144352**

(I.R.S. employer identification number)

**60 High Tech Campus**

**Eindhoven**

**Netherlands**

(Address of principal executive offices)

**5656 AG**

(Zip Code)

**+31 40 2729999**

(Registrant's telephone number, including area code)

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

Title of each class

Common shares, EUR 0.20 par value

Trading symbol(s)

NXPI

Name of each exchange on which registered

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

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

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the Registrant has submitted electronically every interactive data file required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files).

Yes  No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

The aggregate market value of the voting stock held by non-affiliates of the Registrant, based upon the closing sale price of our ordinary shares on June 26, 2020 as reported on the Nasdaq Global Select Market, was \$30.2 billion. As of February 19, 2021, the Registrant had 277,008,199 outstanding ordinary shares, excluding shares held in treasury.

#### DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive proxy statement relating to its 2021 Annual General Meeting of shareholders (the "2021 Proxy Statement") are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. The 2021 Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

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## Introduction and Forward Looking Statements

This Annual Report on Form 10-K for the fiscal year ended December 31, 2020 (the “Annual Report”) and certain information incorporated herein by reference contains forward-looking statements, which are provided under the “safe harbor” protection of the Private Securities Litigation Reform Act of 1995. When used in this Annual Report, the words “anticipate”, “believe”, “estimate”, “forecast”, “expect”, “intend”, “plan” and “project” and similar expressions, as they relate to us, our management or third parties, identify forward-looking statements. Forward-looking statements include statements regarding our business strategy, financial condition, results of operations and market data, as well as any other statements that are not historical facts. These statements reflect beliefs of our management, as well as assumptions made by our management and information currently available to us. Although we believe that these beliefs and assumptions are reasonable, these statements are subject to numerous factors, risks and uncertainties that could cause actual outcomes and results to be materially different from those projected. These factors, risks and uncertainties expressly qualify all subsequent oral and written forward-looking statements attributable to us or persons acting on our behalf and include, in addition to those listed under Part I, Item 1A. *Risk Factors* and elsewhere in this Annual Report, the following:

- market demand and semiconductor industry conditions;
- our ability to successfully introduce new technologies and products;
- the demand for the goods into which our products are incorporated;
- potential impacts of the COVID-19 pandemic;
- trade disputes between the U.S. and China, potential increase of barriers to international trade and resulting disruptions to our established supply chains;
- our ability to generate sufficient cash, raise sufficient capital or refinance our debt at or before maturity to meet both our debt service and research and development and capital investment requirements;
- our ability to accurately estimate demand and match our production capacity accordingly or obtain supplies from third-party producers;
- our access to production from third-party outsourcing partners, and any events that might affect their business or our relationship with them;
- our ability to secure adequate and timely supply of equipment and materials from suppliers;
- our ability to avoid operational problems and product defects and, if such issues were to arise, to rectify them quickly;
- our ability to form strategic partnerships and joint ventures and successfully cooperate with our alliance partners;
- our ability to win competitive bid selection processes;
- our ability to develop products for use in our customers’ equipment and products;
- our ability to successfully hire and retain key management and senior product engineers; and
- our ability to maintain good relationships with our suppliers.

We do not assume any obligation to update any forward-looking statements and disclaim any obligation to update our view of any risks or uncertainties described herein or to publicly announce the result of any revisions to the forward-looking statements made in this Annual Report, except as required by law.

In addition, this Annual Report contains information concerning the semiconductor industry and business segments generally, which is forward-looking in nature and is based on a variety of assumptions regarding the ways in which the semiconductor industry, our market and business segments will develop. We have based these assumptions on information currently available to us, including through the market research and industry reports referred to in this Annual Report. If any one or more of these assumptions turn out to be incorrect, actual market results may differ from those predicted. While we do not know what impact any such differences may have on our business, if there are such differences, they could have a material adverse effect on our future results of operations and financial condition, and the trading price of our common stock.

The financial information included in this Annual Report is based on United States Generally Accepted Accounting Principles (U.S. GAAP), unless otherwise indicated.



In presenting and discussing our financial position, operating results and cash flows, management uses certain non-U.S. GAAP financial measures. These non-U.S. GAAP financial measures should not be viewed in isolation or as alternatives to the equivalent U.S. GAAP measures and should be used in conjunction with the most directly comparable U.S. GAAP measures. A discussion of non-U.S. GAAP measures included in this Annual Report and a reconciliation of such measures to the most directly comparable U.S. GAAP measures are set forth under “Use of Certain Non-U.S. GAAP Financial Measures” contained in this Annual Report under Part II, Item 7. *Management’s Discussion and Analysis of Financial Condition and Results of Operations*.

Unless otherwise required, all references herein to “we”, “our”, “us”, “NXP” and the “Company” are to NXP Semiconductors N.V. and its consolidated subsidiaries.

This Annual Report includes market data and certain other statistical information and estimates that are based on reports and other publications from industry analysts, market research firms, and other independent sources, as well as management’s own good faith estimates and analyses. NXP believes these third-party reports to be reputable, but has not independently verified the underlying data sources, methodologies or assumptions. The reports and other publications referenced are generally available to the public and were not commissioned by NXP. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties and actual events or circumstances may differ materially from events and circumstances reflected in this information.

## Part I

### Item 1. Business

#### Company Overview

NXP Semiconductors N.V. is a global semiconductor company and a long-standing supplier in the industry, with over 50 years of innovation and operating history. For the year ended December 31, 2020, we generated revenue of \$8,612 million, compared to \$8,877 million for the year ended December 31, 2019.

We provide leading solutions that leverage our combined portfolio of intellectual property, deep application knowledge, process technology and manufacturing expertise in the domains of cryptography-security, high-speed interface, radio frequency (RF), mixed-signal analog-digital (mixed A/D), power management, digital signal processing and embedded system design. Our product solutions are used in a wide range of end-market applications including: automotive, industrial & Internet of Things (IoT), mobile, and communication infrastructure. We engage with leading global original equipment manufacturers (OEM) and sell products in all major geographic regions.

Our legal name is NXP Semiconductors N.V. and our commercial name is “NXP” or “NXP Semiconductors.” We were incorporated in the Netherlands in 2006 as a Dutch public company with limited liability (naamloze vennootschap). We are a holding company (the “Holding Company”) whose only material assets are the direct ownership of 100% of the shares of NXP B.V., a Dutch private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid). For additional information regarding the general development of the Company's business, see Part I, Item I of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019 as filed with the SEC on February 27, 2020.

Our corporate seat is in Eindhoven, the Netherlands. Our principal executive office is at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands, and our telephone number is +31 40 2729999. Our registered agent in the United States is NXP USA, Inc., 6501 William Cannon Dr. West, Austin, Texas 78735, United States of America, phone number +1 512 9338214.

#### Semiconductor Market Overview

Semiconductors perform a broad variety of functions within electronic products and systems, including processing data, sensing, storing information and converting or controlling electronic signals. Semiconductors vary significantly depending upon the specific function or application of the end product in which the semiconductor is used and the customer who is deploying it. Semiconductors also vary on a number of technical characteristics including the degree of integration, level of customization, programmability and the process technology utilized to manufacture the semiconductor. Advances in semiconductor technology have increased the functionality and performance of semiconductors, improving their features and power consumption characteristics while reducing their size and cost. These advances have resulted in growth of semiconductors and electronic content across a diverse array of products. The semiconductor market totaled \$440.4 billion in 2020.

#### Reporting Segments

Prior to January 1, 2019, High Performance Mixed Signal (HPMS) was our sole reportable segment. Corporate and Other represented the remaining portion to reconcile to the Consolidated Financial Statements. Effective January 1, 2019, NXP removed the reference to HPMS in its organizational structure in acknowledgement of the one reportable segment representing the entity as a whole and reflects the way in which our chief operating decision maker executes operating decisions, allocates resources, and manages the growth and profitability of the Company.

#### End-market Exposure

Our product groups are focused on four primary end-markets that we believe are characterized by long-term, attractive growth opportunities and where we enjoy sustained, competitive differentiation through our technology leadership. The four end-markets are Automotive, Industrial & IoT, Mobile, and Communication Infrastructure & Other.

	<b>Automotive</b>	<b>Industrial &amp; IoT</b>	<b>Mobile</b>	<b>Comm Infra &amp; Other</b>
<b>Key Applications</b>	ADAS/Radar Connected Infotainment Vehicle Networks Electrification Secure Car Access eCockpit Body Comfort & Convenience Powertrain	Factory and Building Automation Smart Home and Building Control Home Entertainment Power and Energy Medical Smart Retail Smart Appliances	Smartphones Wearables Tablets Mobile Accessories	Wireless Base Stations Enterprise Data Center Network & Security Wired and Wireless Service Provider Infrastructure Banking Cards Government ID documents Transit Cards RFID Tagging
<b>Growth Drivers</b>	Vehicle electrification and automation Government requirements & consumer demands for increased safety, reliability, comfort and efficiency Increase need of security across all applications	Shift from mechanical to electronic equipment Increasing processing and connectivity Increasing use of low-power nodes Energy efficiency Predictive maintenance Automation Machine Learning	Mobile Wallet/Mobile Transit Custom Interface/Power solutions	5G development/Massive MIMO and mmwave Increasing demand for bandwidth, cloud computing IoT

**i. Automotive**

Growth in automotive semiconductor sales relies on global vehicle sales and production trends and the increase in semiconductor content per vehicle, which is being driven by the proliferation of electronic features throughout the vehicle. Despite the decline in vehicles sales and production in 2020 due to the outbreak of the COVID-19 (the "COVID-19 Pandemic"), the increase in semiconductor content per vehicle continued.

We believe two mega-trends will drive the semiconductor content increase in the future: Electrification and autonomy. The path to full autonomy is driving the increase of driver assistance systems in the car already today. In the same way, tight emissions regulations are accelerating the penetration of electrification.

Semiconductor content per vehicle continues to increase due to government regulation of safety and emissions, standardization of higher-end options across a greater number of vehicle classes as well as consumer demand for greater fuel efficiency, advanced safety, multimedia applications and connectivity. Automotive safety features are evolving from passive safety systems to active safety systems with Advanced Driving Assisted Systems (ADAS) such as radar and vision systems. Semiconductor content is also increasing in engine management and fuel economy applications, like Battery Management Systems (BMS). Comfort and convenience systems and user interface applications, such as a digital cockpit with multiple large interactive screens, are also areas with high semiconductor content increases. In addition, the use of networking in automotive applications continues to increase as various subsystems communicate within the automobile and with external devices and networks. Smart car access and automotive Near-Field Communication (NFC) are gaining ground in automotive as well, enabling the connection of vehicles and car keys to portable devices and the infrastructure. Data integrity and security hardware features for safeguarding memory, communication and system data are also increasing in importance.

Due to the high degree of regulatory scrutiny and safety requirements, the automotive semiconductor market is characterized by stringent qualification processes, zero defect quality processes, functionally safe design architecture, high reliability, extensive design-in timeframes and long product life cycles which results in significant barriers to entry.

**ii. Industrial & IoT**

The world is becoming smarter, more connected and more data driven, and the Industrial & IoT market sits at the center of this global digital transformation. The Industrial & IoT market is highly fragmented with a diverse collection of products and applications such as factory automation, power and energy, medical electronics, smart retail, smart home, smart appliances and home entertainment.

Growth in the Industrial market is driven by the replacement of traditional mechanical equipment by smart and connected electronic equipment using various sensors, processors, connectivity and security chipsets that align well with NXP's ability to provide a complete range of processing, connectivity and secure solutions. In IoT, growth is driven by the increasing use of high-performance edge and media devices (e.g. home entertainment, connected home assistants, home control and security) and low power IoT nodes (e.g. smart

home, hearables, health trackers) where NXP scalable solutions across the entire embedded processing spectrum are ideally suited. Working from home strongly increased in 2020 due to the COVID-19 outbreak and this had a positive impact on some applications (e.g. smart home devices, home entertainment and gaming consoles) within our Industrial & IoT business.

The increase in productivity with real-time insights and efficient processes for factory automation, the enhancement in consumer convenience, security and comfort for smart homes, the reduction of resource consumption and better energy efficiency for smart appliances, the increase in performance of rich media content in smart consumer devices and the need for better health prevention and monitoring solutions (wearables, smart patches and smart drug delivery devices) to help ensure the future health of millions of people are some of the key use-cases driving growth in Industrial & IoT.

Finally, with the growing number of connected devices, latency, privacy and bandwidth become critical limiting factors and Edge computing solves this by bringing the intelligence closer to the source. Security and tamper-detection capabilities are also becoming essential features of these Industrial & IoT solutions.

### **iii. Mobile**

Mobile includes applications such as smartphones, feature phones, tablets, wearables and mobile accessories. NXP has a strong focus on mobile wallet and specialty custom analog solutions. The demand for faster speeds, improved battery life, fast charging, mobile wallet, mobile transit and authentication is driving increased semiconductor content for NXP. The growth in this market is mainly driven by the increasing attach rate of these features across devices, vendors and regions, from flagship smartphones down to feature phones, from developed countries to emerging regions. The introduction of new technologies and new use-cases around secured connectivity, high-speed interfaces and charging creates additional opportunities for NXP.

### **iv. Communication Infrastructure & Other**

Growth in the network communication market is driven by strong demand for digital content, ubiquitous access, security, increased enterprise adoption of advanced video communication and the trend towards an increasingly global and mobile workforce. These factors have driven greater adoption of both mobile and fixed Internet services and smart devices, cloud computing environments, Internet Protocol television and online gaming. With the trend toward increasingly media-rich applications such as video sharing platforms, social networks, high definition (HD) movie downloads, video conferencing, wireless connectivity and enterprise access, Internet traffic is increasing continuously. The growth in data traffic is resulting in service providers, enterprises and consumers demanding an increase in the amount of wireless infrastructure, networking and electronic equipment. Providers of wireless infrastructure, networking and storage equipment are introducing new technologies and products with enhanced performance and functionality while reducing design and manufacturing costs. As more and more data is being exchanged and consumed by billions of connected devices, 5G, the new mobile communication technology, enables fast data transfer, low latency and reliability. 5G can support services that require immediate and uninterrupted connectivity. More bandwidth and higher frequencies are needed, requiring more compute power. More base stations are needed and massive multi-chip modules (MIMO) - which provides better throughput and better spectrum efficiency - will greatly expand the number of antennas needed. Small cells will also be deployed to improve coverage and capacity of wireless networks. The COVID-19 pandemic is showing the critical role of digital networking in today's society. Workplaces have changed en masse from office to home. Consumers and enterprise need to adapt to changing working conditions, leading to increasing demand for better digital communication capabilities.

In secure identification solutions, the demand for applications requiring the highest security and reliability shifts towards solutions with a contactless RF interface driven by the increasing adoption of contactless ePassports, eID credentials, transportation and payment cards. Radio-Frequency Identification (RFID) can be used to identify and authenticate objects and is designed to fulfill the requirements of a wide range of applications across numerous vertical markets. RFID technology is entering new markets, such as interactive gaming and toys, and various applications to track goods through the supply chain and keep track of inventory. In addition, there is an increasing demand for authentication and anti-counterfeit solutions to protect manufacturers and consumers.

## **Products**

We offer customers a broad portfolio of semiconductor products including microcontrollers, application processors, communication processors, connectivity chipsets, analog and interface devices, RF power amplifiers, security controllers and sensors. A key element of our strategy is to offer highly integrated and secure solutions that are increasingly sought by our customers to simplify their development efforts and shorten their time to market. We believe we have the broadest ARM processor portfolio in the industry from microcontrollers to crossover processors and from application processors to communication processors.

### ***i. Microcontrollers***

We have been a provider of MCU solutions for more than 40 years. MCUs integrate all the major components of a computing system onto a single semiconductor device. Typically, this includes a programmable processor core, memory, interface circuitry and other components. MCUs provide the digital logic, or intelligence, for electronic applications, controlling electronic equipment or analyzing sensor inputs. We are a trusted, long-term supplier of MCUs to many of our customers, especially in the automotive, smartcards and industrial markets. Our MCU product portfolio ranges from 8-bit products to higher performance 16-bit and 32-bit products with on-board flash memory. Our portfolio is highly scalable, and is coupled with our extensive software and design tools. This enables our customers to design-in and deploy our MCU families, leveraging a consistent software development environment. Due to the scalability of our portfolio we are able to help future-proof our customer's products as their systems evolve, becoming more complex or requiring greater processing capabilities over time. For automotive applications, our microcontrollers deliver the required reliability, security and functional safety to address current and future automotive challenges. In an increasingly connected and networked society, where security is playing a more important role, our MCU families are equipped with varying security features (such as remote authentication, system/data integrity, secure communication and anomaly detection) to address different type of security risks. Our new i.MX RT crossover processors are built using applications processors chassis, delivering a high level of integration, high speed peripherals, enhanced security, and engines for enhanced user experience (for example, 2D/3D graphics), but powered by a low-power MCU core running a real-time operating system like Amazon Free RTOS or Zephyr RTOS. The i.MX RT series offers the high performing Arm Cortex-M core, real-time functionality, and MCU usability at an affordable price.

### ***ii. Application Processors***

Application processors consist of a computing core with embedded memory and special-purpose hardware and software for secure multimedia applications such as graphics and video. Our products focus on consumer devices, industrial applications and automotive applications, like driver information systems, ADAS and vehicle networking that require processing and multimedia capabilities. We provide highly integrated ARM-based i.MX application processors with integrated audio, video and graphics capability that are optimized for low-power and high-performance applications. Our i.MX family of processors are designed in conjunction with a broad suite of additional products including power management solutions, audio codecs, touch sensors and accelerometers to provide full systems solutions across a wide range of operating systems and applications. Our i.MX 8 family of applications processors is a feature and performance scalable multi-core platform that includes single, dual and quad-core families based on the Arm Cortex architecture for advanced graphics, imaging, machine vision, audio, voice, video, and safety-critical applications. Together, these products provide a family of applications processors featuring software, power and pin compatibility across single, dual and quad core implementations. Software support includes Linux and Android implementations. Our S32x Automotive Processing Platform offers scalability across products and multiple application domains based on Arm Cortex-A, Cortex-R, and Cortex-M cores with Automotive Safety Integrity Level (ASIL-D) capabilities.

### ***iii. Communication Processors***

Communication processors combine a computing core, caches and other memories, with high-speed networking and input/output interfaces, such as Ethernet and PCI Express. Our portfolio includes 64-bit Arm-based Layerscape processors with up to 16 CPUs and Ethernet ports running at up to 100Gbps. Software support includes Linux and commercial real-time operating systems. Within enterprise and data-center communications infrastructure, our processors are used in switches, routers, SD-WAN access devices, Wi-Fi access points, and network security systems. Within service-provider communications infrastructure, our processors are used in cellular base stations, fixed wireless access Customer Premises Equipment (CPE), residential gateways,

broadband aggregation systems, and core networking equipment. Although designed for use in communications infrastructure, these processors also find widespread use in other types of equipment, including industrial automation for control, edge computing nodes, cloud computing servers for offloading networking functions, and automobiles for communications and some ADAS functions. We also offer Layerscape Access processors, which implement baseband functions, principally for wireless systems such as 5G fixed wireless access, using programmable vector signal processors.

**iv. Wireless Connectivity**

We offer a broad portfolio of connectivity solutions, including Near Field Communications (NFC), Ultra-wideband (UWB), Bluetooth low-energy (BLE), Zigbee as well as Wi-Fi and Wi-Fi/Bluetooth integrated SoCs. These products are integrated into a wide variety of end devices, such as mobile phones, wearables, enterprise access points, home gateways, voice assistants, multimedia devices, gaming consoles, printers, automotive infotainment and smart industrial devices.

**v. Analog and Interface Products**

We have a very broad portfolio of Analog and Interface products that are used in many markets, particularly automotive, industrial/IoT and mobile. In automotive we are the market leader in most of the applications, with integrated 77GHz Radar solution for ADAS, battery management products for Electrification, audio processing solutions and amplifiers for car entertainment, Controller Area Network (CAN), Local Interconnect Network (LIN), FlexRay and Ethernet solutions for in-vehicle networking and two-way secure products for secure car access. In Industrial/IoT and mobile, we are a major supplier in interface, power and high-performance analog products. Our product portfolios includes I2C/I<sup>3</sup>C, General Purpose Input/Output (GPIO), LED controllers, real-time clocks, signal and load switches, signal integrity products, wired charging solutions, fast charging solutions, DC-DC, AC-DC converters and high-performance RF amplifiers. We have also successfully engaged with leading OEMs to drive custom and semi-custom products which in turn allow us to refine and accelerate our innovation and product roadmaps.

**vi. Radio Frequency Devices**

NXP is the market leader in High-Performance Radio Frequency (HPRF) power amplifiers. We have an extensive portfolio of LDMOS, GaN and GaAs RF transistors. NXP's solutions range from sub-6GHz to 40GHz and from milliwatts to kilowatts. For base stations, NXP offers a full range of solutions addressing 5G RF power amplification needs from MIMO to massive MIMO based active antenna systems for cellular and millimeter Wave (mmWave) spectrum bands. We are engaged with the majority of the largest customers in mobile base stations and in several other application areas. In low and medium Power Amplification, NXPs low noise amplifier (LNA) portfolio offers solutions to meet future design needs in a wide range of applications. Two technologies serve the LNA portfolio, each with distinct advantages for their applications. Wireless infrastructure applications and many general wireless applications are served with III-V technology LNAs. Advanced SiGe technology is utilized in LNAs designed for wireless communication, cellular, consumer, automotive and industrial applications.

**vii. Security Controllers**

NXP is the market leader in security controller ICs. Our security controller ICs are embedded in smart cards (ePassports, electronic ID credentials, payment cards and transportation cards), as well as in consumer electronic and smart devices, for example in smartphones, tablets and wearables. These security controller ICs are suited for applications demanding the highest security and reliability. Nearly all of our security products consist of multi-functional solutions comprised of passive RF connectivity devices facilitating information transfer from the user document to reader infrastructure; secure, tamper-proof microcontroller devices in which information is securely encrypted ("secure element"); and secure real-time operating system software products to facilitate the encryption-decryption of data, and the interaction with the reader infrastructure systems. Our solutions are developed to provide extreme levels of security of user information, undergoing stringent and continued global governmental and banking certification processes, and to deliver a high level of device performance enabling significant throughput and productivity to our customers.

### *viii. Sensors*

Sensors serve as a primary interface in embedded systems for advanced human interface and contextual awareness that mimic the human “5 senses” interaction with the external environment. We provide several categories of semiconductor-based environmental and inertial sensors for the Automotive market, including pressure, inertial, magnetic and gyroscopic sensors that provide orientation detection, gesture recognition, tilt to scroll functionality and position detection.

### **Manufacturing**

We manufacture integrated circuits and discrete semiconductors through a combination of wholly owned manufacturing facilities, a manufacturing facility operated jointly with another semiconductor company and third-party foundries and assembly and test subcontractors. We manage our manufacturing assets together through one centralized organization to ensure we realize scale benefits in asset utilization, purchasing volumes and overhead leverage across businesses.

In the future, we expect to outsource an increased part of our internal demand for wafer foundry and packaging services to third-party manufacturing sources in order to increase our flexibility to accommodate increased demand.

The manufacturing of a semiconductor involves several phases of production, which can be broadly divided into “front-end” and “back-end” processes. Front-end processes take place at highly complex wafer manufacturing facilities (called fabrication plants or “wafer fabs”), and involve the imprinting of substrate silicon wafers with the precise circuitry required for semiconductors to function. The front-end production cycle requires high levels of precision and involves as many as 300 process steps. Back-end processes involve the assembly, test and packaging of semiconductors in a form suitable for distribution. In contrast to the highly complex front-end process, back-end processing is generally less complicated, and as a result we tend to determine the location of our back-end facilities based more on cost factors than on technical considerations.

We primarily focus our internal and joint venture wafer manufacturing operations on running proprietary specialty process technologies that enable us to differentiate our products on key performance features, and we generally outsource wafer manufacturing in process technologies that are available at third-party wafer foundries when it is economical to do so. In addition, we increasingly focus our in-house manufacturing on our competitive 8-inch wafer facilities, which predominantly run manufacturing processes in the 140 nanometer, 180 nanometer and 250 nanometer process nodes. This focus increases our return on invested capital and reduces capital expenditures.

Our front-end manufacturing facilities use a broad range of production processes and proprietary design methods, including complementary metal oxide semiconductor (CMOS), bipolar, bipolar CMOS (BiCMOS) and double-diffused metal on silicon oxide semiconductor (DMOS) technologies. Our wafer fabs produce semiconductors with line widths ranging from 90 nanometers to 3 microns for integrated circuits and 0.5 microns to greater than 4 microns for discretes. This broad technology portfolio enables us to meet increasing demand from customers for system solutions, which require a variety of technologies.

Our back-end manufacturing facilities test and package many different types of products using a wide variety of processes. To optimize flexibility, we use shared technology platforms for our back-end assembly operations. Most of our assembly and test activities are maintained in-house.

The following table shows selected key information with respect to our major front-end and back-end facilities:

Site	Ownership	Wafer sized used	Line widths used (vm) (Microns)	Technology/Products
<b>Front-end</b>				
Singapore (SSMC) <sup>1)</sup>	61.2 %	8"	0.14-0.25	CMOS, eNVM, Power, BCDMOS, RF
Nijmegen, the Netherlands	100 %	8"	0.14-1.00	CMOS, BCDMOS, RF, Power MOSFET
Austin (Oak Hill), United States	100 %	8"	0.25-1.50	CMOS, Sensors, RF, Power MOSFET
Chandler, United States	100 %	8"	0.25-0.50	CMOS, eNVM, BCDMOS
Chandler RF, United States	100 %	6"	0.25-0.40	GaN
Austin (Ed Bluestein), United States	100 %	8"	0.09-0.18	CMOS, eNVM, BCDMOS, Radar
<b>Back-end</b>				
Kaohsiung, Taiwan	100 %	—	—	NFC, Automotive Car-access, Micro-controllers
Bangkok, Thailand	100 %	—	—	Automotive In-Vehicle Networking and Sensors, Banking and e-Passport modules
Kuala Lumpur, Malaysia	100 %	—	—	Micro-processors, Micro-controllers, Power Management, Analog and Mixed Signal, RF devices
Tianjin, China	100 %	—	—	Micro-controllers, Analog and Sensors

<sup>1)</sup> Joint venture with TSMC; we are entitled to 60% of the joint venture's annual capacity.

We use a large number of raw materials in our front- and back-end manufacturing processes, including silicon wafers, chemicals, gases, lead frames, substrates, molding compounds and various types of precious and other metals. Our most important raw materials are the raw, or substrate, silicon wafers we use to make our semiconductors. We purchase these wafers, which must meet exacting specifications, from a limited number of suppliers in the geographic region in which our fabrication facilities are located. At our wholly owned fabrication plants, we use raw wafers ranging from 6 inches to 8 inches in size. Our SSMC wafer fab facility, which produces 8 inch wafers, is jointly owned by TSMC and ourselves. Emerging fabrication technologies employ larger wafer sizes and, accordingly, we expect that our production requirements will in the future shift towards larger substrate wafers.

We typically source our other raw materials in a similar fashion as our wafers, although our portfolio of suppliers is more diverse. Some of our suppliers provide us with materials on a just-in-time basis, which permits us to reduce our procurement costs and the negative cash flow consequences of maintaining inventories, but exposes us to potential supply chain interruptions. We purchase most of our raw materials on the basis of fixed price contracts, but generally do not commit ourselves to long-term purchase obligations, which permits us to renegotiate prices periodically.

Due to the COVID-19 pandemic, semiconductor supply chains have been under more pressure. As a result, there has been a tendency towards longer term contracts with suppliers in exchange for capacity. From an operational perspective, all of our manufacturing facilities continue to operate around the world in accordance with guidance issued by local and national government authorities.



## **Sales, Marketing and Customers**

We market our products and solutions worldwide to a variety of OEMs, Original Design Manufacturers (ODMs), contract manufacturers and distributors. We generate demand for our products by delivering product solutions to our customers, and supporting their system design-in activities by providing application architecture expertise and local field application engineering support.

Our sales and marketing teams are organized into five regions, which are EMEA (Europe, the Middle East and Africa), the Americas, Japan, South Korea and Greater China (including Asia Pacific). These sales regions are responsible for managing customer relationships and creating demand for our solutions through the full ecosystem development, including our distributors and at our large number of mass market customers.

Our sales and marketing strategy focuses on key defined verticals in Automotive, Mobile, Industrial & IoT and Communication Infrastructure, deepening our relationship with our top OEMs and electronic manufacturing service customers, expanding our reach to our mass market customers, startups and our distribution partners and becoming their preferred supplier, which we believe assists us in reducing sales volatility in challenging markets. We have long-standing customer relationships with most of our customers. Our 10 largest OEM end customers, some of whom are supplied by distributors, in alphabetical order, are Apple, Aptiv, Bosch, Continental, Denso, Ericsson, Huawei, LG, Samsung and Visteon. We also have a strong position with our distribution partners, including our three largest, Arrow, Avnet and SAC.

Our revenue is primarily the sum of our direct sales to OEMs plus our distributors' resale of NXP products. Avnet accounted for 17% of our revenue in 2020 and 14% in 2019. No other distributor accounted for greater than 10% of our revenue. Continental accounted for less than 10% of our revenue in 2020 and 11% in 2019. No other OEM for which we had direct sales to accounted for more than 10% revenue in 2020 or 2019.

## **Research and Development**

We believe that our future success depends on our ability to both improve our existing products and to develop new products for both existing and new markets. We direct our research and development efforts largely to the development of new semiconductor solutions where we see significant opportunities for growth. We target applications that require stringent overall system and subsystem performance. As new and challenging applications proliferate, we believe that many of these applications will benefit from our solutions. We have assembled a global team of highly skilled semiconductor and embedded software design engineers with expertise in RF, analog, power management, interface, security and digital processing.

To outpace market growth we invest in research and development to extend or create leading market positions, with an emphasis on fast growing sizable market segments, such as ADAS, in-vehicle networks and power management, as well as Edge computing to support the successful deployment in the IoT with our cross-over processing technology, but also in emerging markets, such as massive MIMO in RF Power and mmWave for 5G. In addition, we invest a few percent of our total research and development expenditures in research activities that develop fundamental new technologies or product categories that could contribute significantly to our company's growth in the future.

We annually perform a fundamental review of our business portfolio and our related new product and technology development opportunities in order to decide on changes in the allocation of our research and development resources. For products targeting established markets, we evaluate our research and development expenditures based on clear business need and risk assessments. For break-through technologies and new market opportunities, we look at the strategic fit and synergies with the rest of our portfolio and the size of the potential addressable market. Overall, we allocate our research and development to maintain a healthy mix of emerging growth and mature businesses.

## **Intellectual Property**

The creation and use of intellectual property is a key aspect of our strategy to differentiate ourselves in the marketplace. We seek to protect our proprietary technologies by obtaining patents, trademarks, domain names, retaining trade secrets and defending, enforcing and utilizing our intellectual property rights, where appropriate.

We believe this strategy allows us to preserve the advantages of our products and technologies, and helps us to improve the return on our investment in research and development. We have a broad portfolio of approximately 9,500 patent families (each patent family includes all patents and patent applications originating from the same invention). To protect confidential technical information and software, we rely on copyright and trade secret law and enter into confidentiality agreements as applicable. In situations where we believe that a third party has infringed on our intellectual property, we enforce our rights through all available legal means to the extent that we determine the benefits of such actions to outweigh the costs and risks involved.

We own a number of trademarks that are used in the conduct of our business. Where we consider it desirable, we develop names for our new products and secure trademark protection. Our trademarks allow us to further distinguish our company and our products and are important in our relationships with customers, suppliers, partners and end-users.

While our patents, trademarks, trade secrets and other intellectual property rights constitute valuable assets, we do not view any individual right or asset as material to our operations as a whole. We believe it is the combination of our proprietary technology, patents, know-how and other intellectual property rights and assets that creates an advantage for our business.

In addition to obtaining our own patents and other intellectual property rights, we have entered into licensing agreements and other arrangements authorizing us to use intellectual property rights, confidential technical information, software and other technology owned by third parties. We also engage, in certain instances, in licensing and selling of certain of our technology, patents and other intellectual property rights.

### **Competition**

We compete with many different semiconductor companies, including multinational companies with integrated research and development, manufacturing, sales and marketing organizations across a broad spectrum of product lines, “fabless” semiconductor companies, and companies that are focused on a single application market segment or standard product. Most of these competitors compete with us with respect to some, but not all, of our businesses.

Our key competitors in alphabetical order include Analog Devices, Inc, Infineon Technologies AG, Maxim Integrated Products Inc., Mediatek, Microchip Technology Inc., Nordic Semiconductor ASA, Power Integrations Inc, Qorvo, Qualcomm, Inc, Renesas Electronics Corp, Silicon Laboratories, STMicroelectronics NV and Texas Instruments Incorporated.

The basis on which we compete varies across end markets and geographic regions. This includes competing on the basis of our ability to timely develop new products and the underlying intellectual property and on meeting customer requirements in terms of cost, product features, quality, warranty and availability. In addition, our system solutions businesses require in-depth knowledge of a given application market in order to develop robust system solutions and qualified customer support resources.

### **Seasonality**

Historically, our net revenue has typically been higher in the second half of the year than in the first half of the year, accelerating in the third and fourth quarters.

### **Government Regulation, including Environmental Regulation**

The information set forth under the “Environmental remediation” caption of Note 16 of our notes to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report is incorporated herein by reference. For additional discussion of certain risks associated with government and environmental regulation, see Part I, Item 1A. *Risk Factors*.

## Board of Directors

Our Board of Directors, including their ages and positions as of February 25, 2021 are as follows:

Name	Age	Position
Kurt Sievers	51	Executive Director, President and chief executive officer
Sir Peter Bonfield	76	Non-Executive Director and Chairman and Member of the Board's Nominating and Governance Committee and of the Board's Compensation Committee
Kenneth A. Goldman	71	Non-Executive Director and Member of the Board's Nominating and Governance Committee
Josef Kaeser	63	Non-Executive Director and Member of the Board's Nominating and Governance Committee
Lena Olving	64	Non-Executive Director and Member of the Board's Compensation Committee
Peter Smitham	78	Non-Executive Director, and Chair of the Board's Compensation Committee
Julie Southern	61	Non-Executive Director and Chair of the Board's Audit Committee
Jasmin Staiblin	50	Non-Executive Director and Member of the Board's Audit Committee
Gregory L. Summe	64	Non-Executive Director and Chair of the Board's Nominating and Governance Committee
Karl-Henrik Sundström	60	Non-Executive Director and Member of the Board's Audit Committee and the Board's Compensation Committee

There are no family relationships among our directors or between any director and any of our executive officers.

- Kurt Sievers (1969, German).** Mr. Sievers is executive director, president and chief executive officer since May 2020, after a successful track record as the president of NXP, overseeing all the company's business lines, since 2018. Mr. Sievers joined NXP in 1995, and rapidly moved through a series of Marketing & Sales, Product Definition & Development, Strategy and General Management leadership positions across a broad number of market segments. He has been a member of the executive management team since 2009, where he has been instrumental in the definition and implementation of the NXP High-Performance Mixed Signal strategy. In 2015, Mr. Sievers was influential in the merger of NXP and Freescale Semiconductor. Mr. Sievers serves on the Board of the German National Electrical and Electronics Industry Association (ZVEI) and chairs the Advisory Board of the international trade-fair Electronica. He also serves as a board member of AENEAS, the cluster for application and technology research in Europe on nano-electronics. Mr. Sievers serves as a member of the Asia-Pacific-Committee of German Business (APA) and as a member of the Board at the German Asia-Pacific Business Association (OAV), acting as the spokesperson for the Republic of Korea. Mr. Sievers earned a master's degree in physics and information technology from Augsburg University, Germany.
- Sir Peter Bonfield CBE FREng (1944, British).** Sir Peter was appointed a non-executive director and the chairman of our board of directors in August 2010. Prior to that, Sir Peter was the chairman of the supervisory board of NXP B.V. from September 29, 2006. Sir Peter served as chief executive officer and chairman of the executive committee for British Telecom plc from 1996 to 2002 and prior to that was chairman and chief executive officer of ICL plc (now Fujitsu Services Holdings Ltd.). Sir Peter also worked in the semiconductor industry during his tenure as a divisional director at Texas Instruments Incorporated, for whom he held a variety of senior management positions around the world. In addition, Sir Peter has served as a director of twelve large technology companies. Sir Peter currently holds non-executive directorships at Taiwan Semiconductor Manufacturing Company Limited and Imagination Technologies, is Chair of Council and Senior Pro-Chancellor at Loughborough University, Board Director at East West Institute USA and Board Mentor at CMI in London. He is Advisor to Longreach LLP in Hong Kong, Alix Partners UK LLP in London and is a Fellow of The Royal Academy of Engineering. Sir Peter is named Outstanding Director for 2019 by the Financial Times.
- Kenneth A. Goldman (1949, American).** Mr. Goldman was appointed a non-executive director of our board of directors effective August 6, 2010. Mr. Goldman is former chief financial officer of Yahoo!, Inc. Prior to October 2012, Mr. Goldman served as senior vice president, finance and administration, and chief financial officer of Fortinet, Inc, a provider of unified threat management solutions, from September 2007 to September 2012. From November 2006 to August 2007, Mr. Goldman served as

executive vice president and chief financial officer of Dexterra, Inc. From August 2000 until March 2006, Mr. Goldman served as senior vice president, finance and administration, and chief financial officer of Siebel Systems, Inc., and from December 1999 to December 2003, Mr. Goldman served on the Financial Accounting Standards Board's primary advisory group. Mr. Goldman currently serves on the board of directors of GoPro, Inc., RingCentral, Inc., Zuora, Inc., Fortinet, Inc. and several private companies, including serving as President of Hillspire, LLC. Mr. Goldman also is a member of the Sustainability Accounting Standards Board (SASB) Foundation, and in 2015 was appointed to a three-year term on the Standards Advisory Group which advises the PCAOB. Mr. Goldman was a member of board of trustees of Cornell University from 2005 to 2013 and was designated as Emeritus Trustee. He was formerly a member of the Treasury Advisory Committee on the Auditing Profession, a public committee that made recommendations in September 2008 to encourage a more sustainable auditing profession. Mr. Goldman holds a B.S. in Electrical Engineering from Cornell University and an M.B.A. from the Harvard Business School.

- **Josef Kaeser (1957, German).** Mr. Kaeser was appointed a non-executive director of our board of directors effective September 1, 2010. Mr. Kaeser was the president and chief executive officer of Siemens AG from August 2013 until February 2021. Prior to this, from May 2006 to August 2013, he was member of the managing board and chief financial officer of Siemens AG. From 2004 to 2006, Mr. Kaeser served as chief strategy officer for Siemens AG and as the chief financial officer for the mobile communications group from 2001 to 2004. Mr. Kaeser additionally held various other positions within the Siemens group since he joined Siemens in 1980. Mr. Kaeser serves on the managing board of Daimler AG.
- **Lena Olving (1956, Swedish).** Mrs. Olving was appointed a non-executive director of our board of directors in June 2019. She served as President and CEO of Mycronic AB (listed on NASDAQ OMX Stockholm), between 2013 and 2019 a Swedish high-tech equipment company serving the electronics industry. Before that Ms. Olving worked at Saab AB, a listed Defence and Security company, as Deputy CEO and Chief Operating Officer. Her earlier career also includes various managerial positions within Volvo Car Corporation, in total 25 years, of which 5 years in Asia Pacific and 7 years in the Executive Management Team. Ms. Olving is a board member of Assa Abloy AB, Investment AB Latour, Munters Group AB (all public listed), Chairman of Academic Work Holding AB, Chairman of the Board at the Royal Swedish Opera and ScandiNova Systems AB and board member of Stena Metall AB. She is elected as a fellow of IVA the Royal Swedish Academy of Engineering Sciences. She holds a Master of Science in Mechanical Engineering from Chalmers in Gothenburg, Sweden. In January 2018, Ms. Olving was presented H.M. The King's Medal of the 12th size with blue ribbon for outstanding efforts within Swedish business sector. In October 2019, she was awarded IVA's Gold Medal for pioneering and outstanding leadership within the tech sector.
- **Peter Smitham (1942, British).** Mr. Smitham was appointed a non-executive director of our board of directors effective December 7, 2015. Mr. Smitham retired from his position as a partner of the private equity firm Permira on December 31, 2009, but until August 1, 2015, he was a member of Permira Advisers LLP, which he joined in 1985, the year the London office was founded. Mr. Smitham was the managing partner of the London office from 1994 until 1998 and led Permira's European business from 1996 until 2000. He has worked on numerous transactions focusing on technology, including Memec Group Holdings Limited, The Roxboro Group, Solartron Group and Technology plc. Until its merger with NXP, Mr. Smitham was a director of Freescale. He joined the Freescale board in June 2007 and was a member of the Compensation and Leadership Committee and the Nominating and Corporate Governance Committee of the Freescale board. He has a degree in Geography from Swansea University, Wales, and attended the Senior Executive Program at Stanford Business School.
- **Julie Southern (1959, British).** Mrs. Southern was appointed a non-executive director of our board of directors in October 2013. She was with Virgin Atlantic Limited (UK) from 2000 to May 2013. From 2010 to 2013 Ms. Southern was chief commercial officer and from 2000 to 2010 she was chief financial officer of Virgin Atlantic. Prior to joining Virgin Atlantic, she was group finance director at Porsche Cars Great Britain and finance and operations director at W H Smith—H J Chapman & Co Ltd. Prior to that, she was a chartered accountant at Price Waterhouse Coopers. Ms. Southern currently holds non-executive directorships at Rentokil-Initial plc, Ocado Group plc and easyJet plc, and is Chair of the respective Audit Committees. Ms. Southern is also a member of the Remuneration Committees at Ocado and easyJet.
- **Jasmin Staiblin (1970, German).** Mrs. Staiblin was appointed a non-executive director of our board of directors in June 2019. She served between 2013 and 2018 as Chief Executive Officer of Alpiq, a

leading Swiss energy services provider and power producer in Europe. She successfully led the company through a major transformation in a fundamentally changing energy market. She began her career in 1997 at the ABB Group, the Swedish-Swiss global technology company, starting in ABB's group research center. From 1999 to 2005 she served in various global functions and as a member of the management team for ABB's power technologies division. She held the position of chief executive officer of ABB Switzerland from 2006 to 2012. Ms. Staiblin is a board member of Georg Fischer AG, Schaffhausen, Rolls-Royce plc, London and Zurich Insurance Group Ltd. Ms. Staiblin studied Physics and Electrical Engineering at the Karlsruhe Institute of Technology, Germany and the Royal Institute of Technology in Stockholm, Sweden. She completed her studies with a Degree in Physics and has a Master of Science in electrical engineering.

- **Gregory L. Summe (1956, American).** Mr. Summe was appointed a non-executive director of our board of directors effective December 7, 2015. Mr. Summe is the Co-Chairman of NextGen Acquisition Corporation and the Managing Partner of Glen Capital Partners, an investment fund. Mr. Summe was the managing director and vice chairman of Global Buyout at The Carlyle Group, a leading global private equity firm, from 2009 to 2014. Prior to joining Carlyle, he was the chairman and chief executive officer of PerkinElmer, Inc., a global leader in Health Sciences, a company he led from 1998 to May 2009. He also served as a senior advisor to Goldman Sachs Capital Partners, from 2008 to 2009. He was a director of Freescale Semiconductor from 2010 until its merger with NXP in 2015 and served as Chairman of the Freescale board from 2014-2015. Prior to PerkinElmer, Mr. Summe was with AlliedSignal, now Honeywell International, serving as the president of General Aviation Avionics, president of the Aerospace Engines Group and president of the Automotive Products Group. Before joining AlliedSignal, he was the general manager of Commercial Motors at General Electric and was a partner with the consulting firm of McKinsey & Company, Inc. Mr. Summe holds B.S. and M.S. degrees in electrical engineering from the University of Kentucky and the University of Cincinnati, and an M.B.A. with distinction from the Wharton School at the University of Pennsylvania. He is in the Engineering Hall of Distinction at the University of Kentucky. Mr. Summe also serves on the board of directors of the State Street Corporation, Avantor Corporation and NextGen Acquisition Corporation and two private companies, Ohana Biosciences, and Pella Corporation.
- **Karl-Henrik Sundström (1960, Swedish).** Mr. Sundström was appointed a non-executive director of our board of directors in June 2019. He served as CEO of Stora Enso from 2014 until his retirement in 2019. He joined Stora Enso in August 2012 as CFO and member of the Group Leadership Team. In June 2013 he took on the role as Executive Vice President for division Paper and Wood Products. Prior to joining Stora Enso, Mr. Sundström held the role as CFO of NXP Semiconductors N.V. (2008–2012). Before that, he held several managerial positions in Ericsson, including CFO. He is member of the board of Vestas AS, Mölnlycke AB and chairman of the tax delegation for Swedish Business and Commerce and member of the board of the Marcus Wallenberg Foundation, Baffin Bay Networks AB and Tracklib Holdings AB. Mr. Sundström participated in an Advanced Management Program at Harvard Business School in 1997 and holds a degree in Business Administration, Finance and Accounting from the Uppsala University, Sweden.

#### Information about our Executive Officers

The names, ages and positions as of February 25, 2021, of our executive officers, including our chief executive officer, Mr. Sievers, are as follows:

Name	Age	Position
Kurt Sievers	51	Executive Director, President and chief executive officer
Peter Kelly	64	Executive vice president and chief financial officer
Christopher Jensen	51	Executive vice president and chief human resources officer
Stephen Owen	60	Executive vice president sales & marketing
David Reed	62	Executive vice president technology and operations
Jennifer Wuamett	55	Executive vice president and general counsel

There are no family relationships among our executive officers or between any executive officer and any of our directors.

- **Peter Kelly (1957, American).** Mr. Kelly is executive vice president, chief financial officer and a member of the management team. He joined NXP in March, 2011 and serves as NXP's chief financial officer. Mr. Kelly has over 30 years of applicable experience in the global technology industry and has extensive financial expertise having worked in financial management positions in several other companies, including as CFO of UGI Corp. and Agere Systems Inc. Mr. Kelly also serves on the board of Plexus, Corp and is on the Audit Committee and Nominating & Corporate Governance Committee.
- **Christopher Jensen (1969, American).** Mr. Jensen is executive vice president, chief human resources officer and a member of the management team. In this role, he is responsible for all aspects of the company's global human resources function, driving programs and process to enable NXP's business performance. Mr. Jensen has been with NXP since the merger of Freescale and NXP in 2015, having been a key leader in the integration of the two companies. He has extensive experience in leading the various functions across human resources, with strength in change management, compensation and benefits design, and mergers and acquisitions. Prior to Freescale, Mr. Jensen held executive human resources positions at Applied Materials and Tandem Computers. Mr. Jensen also serves as a part-time adjunct professor at Baylor University, teaching in their Executive MBA Program.
- **Stephen Owen (1960, Dutch).** Mr. Owen is executive vice president, global sales & marketing and member of the management team. He has extensive experience in developing business internationally and served in various marketing and sales leadership positions at NXP and Philips since 1998.
- **David Reed (1958, American).** Mr. Reed is executive vice president of Technology and Operations at NXP. He joined NXP in 2015, having served as general manager at Freescale until the merger with NXP. He has 30 years of extensive international experience with global execution of fabs, assembly/test, packaging, R&D, foundries and joint ventures for Analog, Automotive, Logic and Wireless customers. He joined Freescale Semiconductor in 2012 as Senior Vice President, Manufacturing Operations. Previously he was vice president and general manager at GLOBALFOUNDRIES. He began his career at Texas Instruments in 1984 where he held multiple overseas and leadership assignments.
- **Jennifer Wuamett (1965, American).** Ms. Wuamett is executive vice president, general counsel, secretary of our board of directors and member of the management team, and has served in this role since September 2018. Previously, Ms. Wuamett served as Senior Vice President and Deputy General Counsel at NXP. Prior to that, she was Freescale's Senior Vice President, General Counsel and Secretary and has served in various positions at Freescale and Motorola since 1997.

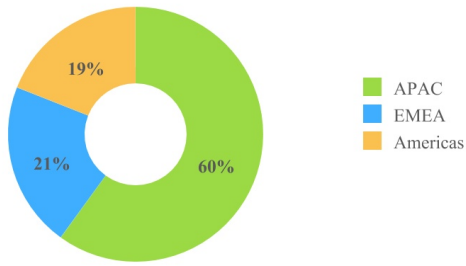
## Human Capital

At NXP, our diverse and talented employees drive the innovation that sets our company apart and fuels our success in the market. Our foundation is built on our customer-focused passion to win, core values and commitment to innovation, personal accountability, trust, transparency and collaboration.

Across the globe, we have policies and programs to find and maintain the best talent possible. We focus on building thought leadership, providing talent development opportunities, rewarding individual and collective performance, ensuring health, safety and human rights, and investing in future talent. We monitor our talent pool, assess turnover trends closely and gather and analyze employee feedback, and are committed to encouraging and supporting a diverse workforce.

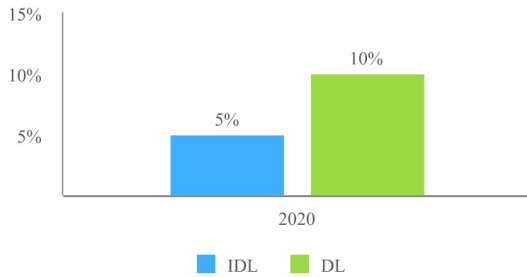
The nature of the NXP workforce includes direct labor (DL) and indirect labor (IDL). DL are those employees who are directly involved in the manufacture of our products, while IDL consists of individual contributors, managers and executives in other functions such as Research & Development (R&D) and selling, general and administrative (SG&A). At December 31, 2020, we had approximately 29,000 employees, which includes approximately 1,500 employees in our joint venture. Our NXP global workforce spans three regions encompassing +30 countries and includes approximately 8,800 employees dedicated to research and development of our products and solutions.

2020 NXP Workforce by Region (FTE)



We monitor voluntary attrition closely as a key indicator of employee engagement. This attrition is also compared to industry norms to ensure we are effectively retaining our employees throughout the world. During calendar 2020, our voluntary attrition rate was 5% for IDL and 10% for our DL population. While attrition rates vary by region, in 2020 we are trending below the benchmark using third party survey sources.

IDL & DL Voluntary Turnover (HC)



**Diversity, Equality and Inclusion**

At NXP, we embrace an inclusive culture, comprised of talented individuals from diverse backgrounds. Our global workforce values diversity, equality and inclusion by respecting unique experiences, backgrounds, cultures and ideas regardless of race, gender, sexual orientation, nationality and social or economic background.

The center of our diversity, equality and inclusion strategy is to give employees a voice and to engage them to help drive our focus in this important space. NXP is contributing more resources to increase its focus on driving cultural intelligence globally, which is being spearheaded by NXP’s Head of Diversity, Equality and Inclusion.

NXP Employee Resource Groups (ERGs) are enablers to our culture and inclusive work environment, as we work to ensure diversity of thought throughout our company and bring unique perspectives and skills to help those in our communities. Today, we have six primary ERGs, with representation in Asia, Europe and the United States. Membership and participation in ERGs is open to all employee and global engagement is encouraged.

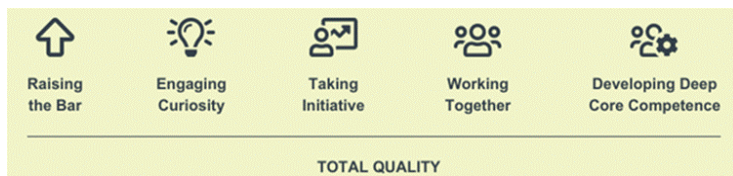
At NXP, women represent 36% of our global workforce and we continue to make and aim for improvements in hiring across all global sites. We are committed to developing and promoting more women into technical and leadership positions. In addition, we are committed to increasing the number of women within our R&D organization. We monitor gender statistics on a global basis and look for ways to continuously improve the results.

	Executive	Manager	Individual Contributor - IDL	Individual Contributor - DL	Grand Total
Female	13%	16%	24%	58%	36%
Male	87%	84%	76%	42%	64%

While we present male and female, we acknowledge this is not fully encompassing of all gender identities.

### Corporate Values and Employee Engagement

NXP's values are the foundation of what makes us an extraordinary company. Engaging, developing and valuing employees is how we create long-term value for our stakeholders. Our values guide our decision-making process and speak to how we operate, our inherent beliefs and how we engage and respect each employee's contribution and push the boundaries of creativity and innovation. We use these values specifically in our performance evaluation process to hold ourselves accountable that these words align to our actions.



To assess and improve the engagement of our employees, NXP conducts an annual global employee survey called the Winning Culture Survey.

### Talent Development

NXP has a commitment to ongoing learning, including mechanisms for learning from others, formal training opportunities and a variety of on-the-job development experiences. Using a blend of internally designed and externally sourced courses and learning resources, we bring learning to our employees real-time in support of key business processes, requirements & initiatives. We also provide a library of on-demand skills development and microlearning resources to all of our employees.

We work to create developmental opportunities for our associates through stretch assignments, project roles, cross-functional interactions, cross-geography engagements, and both temporary and longer-term job rotations – all of which are used to stimulate core skill and leadership competency development, to provide on-the-job learning experience, and to fuel employee career growth.

### Compensation and Benefits

We provide total rewards packages which include market competitive base pay, as well as opportunities to earn bonuses and stock awards. In addition, in an effort to meet the specific needs of our employees and their families, we offer benefits programs, which vary by country/region, and include an Employee Stock Purchase Plan, retirement programs, healthcare and insurance benefits, allowances, paid time off, family leaves, flexible work schedules, and other employee assistance programs.

NXP's compensation programs are designed to attract the best talent and drive performance across all areas of our diverse workforce. We don't believe rewarding high performance is enough, equally important is our investment in our employees' future. NXP's compensation practices empower leaders to recognize both individual and team accomplishments through a variety of programs offered. Rewards decisions are linked to the annual performance evaluation process which includes an assessment of both the corporate values demonstrated and the delivery of specific goals.

NXP is committed to managing all reward-based compensation programs, including merit increases, annual incentive program payouts and long-term incentive awards, to deliver our strong pay-for-performance philosophy.



## **Employee Health and Safety**

Through our focus on our well-established safety program and related initiatives, we are committed to the safety of our employees and we continuously assess safety risk globally to ensure workplace risks are mitigated.

With the unprecedented COVID-19 pandemic that we faced in 2020, the health and safety of our employees became even more important than ever before. In response to local requirements and in an effort to keep employees safe, we implemented significant changes that we determined were in the best interest of our employees, including successfully transitioning a majority of our non-essential workers to safely work from home at the peak of the pandemic. The essential employees, who remained working on-site, were provided additional personal protective equipment and the utmost attention was given to implementing site entry and office protocols and procedures to keep employees safe.

## **Employee Representation**

A number of our employees are members of a labor union and in various countries, local law requires us to inform and consult with employee representatives on matters relating to labor conditions. We have not experienced any material strikes or labor disputes in the past and consider our employee relations to be good.

We also have employee lead worker's councils in various countries that provide input and oversight to many of the decisions made on behalf of employees.

## **Available Information**

Our main corporate website address is [www.nxp.com](http://www.nxp.com). Copies of our filings with the United States Securities and Exchange Commission (SEC), including our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are available free of charge on our website within the "Investors Relations" section as soon as reasonably practicable after having been electronically filed or furnished to the SEC. All SEC filings are also available at the SEC's website at [www.sec.gov](http://www.sec.gov). The information contained on these websites as referenced is not incorporated by reference into this filing. Further, the Company's references to website URLs are intended to be inactive textual references only.

## **Item 1A. Risk Factors**

### **Risks related to the coronavirus (COVID-19) pandemic**

*The extent to which the coronavirus (COVID-19) outbreak and measures taken in response thereto could materially adversely affect our financial condition and results of operations will depend on future developments, which are highly uncertain and are difficult to predict. The COVID-19 pandemic and measures taken in response have adversely impacted the Company's financial condition and results of operations.*

The novel strain of the coronavirus identified in China in late 2019 has globally spread throughout other areas such as Asia, Europe, the Middle East, and North America and has resulted in authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter in place orders, and shutdowns. These measures have adversely impacted and may further impact our workforce and operations, the operations of our customers, and those of our respective vendors and suppliers. We have significant manufacturing operations in China, Malaysia, Thailand, Singapore, Taiwan, The Netherlands and the U.S., and each of these countries has been affected by the outbreak and taken measures to try to contain it. There is considerable uncertainty regarding such measures and potential future measures, and restrictions on our access to our manufacturing facilities or on our support operations or workforce, or similar limitations for our vendors and suppliers, and restrictions or disruptions of transportation, such as reduced availability of air transport, port closures, and increased border controls or closures, could limit our capacity to meet customer demand and have a material adverse effect on our financial condition and results of operations.

The outbreak has significantly increased economic and demand uncertainty. We experienced significant decline in revenue in the first half of 2020 related to the COVID-19 outbreak. Although we experienced improvements in the business environment in the second half of 2020, the situation remains uncertain and the continued spread of COVID-19 may result in another economic slowdown similar or worse than what we experienced in the first half of 2020, including the possibility that it could lead to a global recession. Risks

related to a slowdown or recession are described in our risk factor titled “Significantly increased volatility and instability and unfavorable economic conditions may adversely affect our business” below.

The spread of COVID-19 has caused us to modify our business practices (including employee travel, employee work locations, and cancellation of physical participation in meetings, events and conferences), and we may take further actions as may be required by government authorities or that we determine are in the best interests of our employees, customers, partners, and suppliers. There is no certainty that such measures will be sufficient to mitigate the risks posed by the virus, and our ability to perform critical functions could be harmed.

The degree to which COVID-19 adversely impacts our future results will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to, the duration and spread of the outbreak, its severity, the actions to contain the virus or treat its impact, and how quickly and to what extent normal economic and operating conditions can resume. Even after the COVID-19 outbreak has subsided, we may experience material adverse impacts to our business as a result of the global economic impact and any recession that has occurred or may occur in the future. To the extent the COVID-19 pandemic adversely affects our business, results of operations, financial condition and cash flows, it may also heighten many of the other risks described below. There are no comparable recent events that provide guidance as to the effect the spread of COVID-19 as a global pandemic may have, and, as a result, the ultimate impact of the outbreak on our operations and financial results is highly uncertain and subject to change.

#### **Risks related to the semiconductor industry and the markets in which we participate**

##### ***The semiconductor industry is highly cyclical.***

Historically, the relationship between supply and demand in the semiconductor industry has caused a high degree of cyclicity in the semiconductor market. Semiconductor supply is partly driven by manufacturing capacity, which in the past has demonstrated alternating periods of substantial capacity additions and periods in which no or limited capacity was added. As a general matter, semiconductor companies are more likely to add capacity in periods when current or expected future demand is strong and margins are, or are expected to be, high. Investments in new capacity can result in overcapacity, which can lead to a reduction in prices and margins. In response, companies typically limit further capacity additions, eventually causing the market to be relatively undersupplied. In addition, demand for semiconductors varies, which can exacerbate the effect of supply fluctuations. As a result of this cyclicity, the semiconductor industry has in the past experienced significant downturns, such as in 1997/1998, 2001/2002 and in 2008/2009, often in connection with, or in anticipation of, maturing life cycles of semiconductor companies’ products and declines in general economic conditions. These downturns have been characterized by diminishing demand for end-user products, high inventory levels, under-utilization of manufacturing capacity and accelerated erosion of average selling prices. The foregoing risks have historically had, and may continue to have, a material adverse effect on our business, financial condition and results of operations.

##### ***Significantly increased volatility and instability and unfavorable economic conditions may adversely affect our business.***

It is difficult for us, our customers and suppliers to forecast demand trends. We may be unable to accurately predict the extent or duration of cycles or their effect on our financial condition or result of operations and can give no assurance as to the timing, extent or duration of the current or future business cycles generally, or specific to the markets in which we participate. In the first half of 2020, demand in the automotive market steeply declined as a result of manufacturing shutdowns by automotive OEMs due to the coronavirus pandemic, resulting in an unforeseen negative impact to our results of operations. In 2008 and 2009, Europe, the United States and international markets experienced increased volatility and instability related to the global financial crisis. In the event of a future decline in global economic conditions, our business, financial condition and results of operations could be materially adversely affected, and the resulting economic decline might disproportionately affect the markets in which we participate, further exacerbating a decline in our results of operations.

##### ***The semiconductor industry is highly competitive. If we fail to introduce new technologies and products in a timely manner, this could adversely affect our business.***

The semiconductor industry is highly competitive and characterized by constant and rapid technological change, short product lifecycles, significant price erosion and evolving standards. Accordingly, the success of our business depends to a significant extent on our ability to develop new technologies and products that are

ultimately successful in the market. The costs related to the research and development necessary to develop new technologies and products are significant and any reduction of our research and development budget could harm our competitiveness. Meeting evolving industry requirements and introducing new products to the market in a timely manner and at prices that are acceptable to our customers are significant factors in determining our competitiveness and success. Commitments to develop new products must be made well in advance of any resulting sales, and technologies and standards may change during development, potentially rendering our products outdated or uncompetitive before their introduction. If we are unable to successfully develop new products, our revenue may decline substantially. Moreover, some of our competitors are well-established entities, are larger than us and have greater resources than we do. If these competitors increase the resources they devote to developing and marketing their products, we may not be able to compete effectively. Any consolidation among our competitors could enhance their product offerings and financial resources, further strengthening their competitive position. In addition, some of our competitors operate in narrow business areas relative to us, allowing them to concentrate their research and development efforts directly on products and services for those areas, which may give them a competitive advantage. As a result of these competitive pressures, we may face declining sales volumes or lower prevailing prices for our products, and we may not be able to reduce our total costs in line with this declining revenue. If any of these risks materialize, they could have a material adverse effect on our business, financial condition and results of operations.

***The demand for our products depends to a significant degree on the demand for our customers' end products.***

The vast majority of our revenue is derived from sales to manufacturers in the automotive, industrial & IoT, mobile, and communication infrastructure. Demand in these markets fluctuates significantly, driven by consumer spending, consumer preferences, the development of new technologies and prevailing economic conditions. In addition, the specific products in which our semiconductors are incorporated may not be successful, or may experience price erosion or other competitive factors that affect the price manufacturers are willing to pay us. Such customers have in the past, and may in the future, vary order levels significantly from period to period, request postponements to scheduled delivery dates, modify their orders or reduce lead times. This is particularly common during periods of low demand. This can make managing our business difficult, as it limits the predictability of future revenue. It can also affect the accuracy of our financial forecasts. Furthermore, developing industry trends, including customers' use of outsourcing and new and revised supply chain models, may affect our revenue, costs and working capital requirements.

If customers do not purchase products made specifically for them, we may not be able to resell such products to other customers or may not be able to require the customers who have ordered these products to pay a cancellation fee. The foregoing risks could have a material adverse effect on our business, financial condition and results of operations.

***The semiconductor industry is characterized by continued price erosion, especially after a product has been on the market.***

One of the results of the rapid innovation in the semiconductor industry is that pricing pressure, especially on products containing older technology, can be intense. Product life cycles are relatively short, and as a result, products tend to be replaced by more technologically advanced substitutes on a regular basis.

In turn, demand for older technology falls, causing the price at which such products can be sold to drop, in some cases precipitously. In order to continue profitably supplying these products, we must reduce our production costs in line with the lower revenue we can expect to generate per unit. Usually, this must be accomplished through improvements in process technology and production efficiencies. If we cannot advance our process technologies or improve our efficiencies to a degree sufficient to maintain required margins, we will no longer be able to make a profit from the sale of these products. Moreover, we may not be able to cease production of such products, either due to contractual obligations or for customer relationship reasons, and as a result may be required to bear a loss on such products. We cannot guarantee that competition in our core product markets will not lead to price erosion, lower revenue or lower margins in the future. Should reductions in our manufacturing costs fail to keep pace with reductions in market prices for the products we sell, this could have a material adverse effect on our business, financial condition and results of operations.

## Risks related to our business operations

***In many of the market segments in which we compete, we depend on winning selection processes, and failure to be selected could adversely affect our business in those market segments.***

One of our business strategies is to participate in and win competitive bid selection processes to develop products for use in our customers' equipment and products. These selection processes can be lengthy and require us to incur significant design and development expenditures, with no guarantee of winning a contract or generating revenue. Failure to win new design projects and delays in developing new products with anticipated technological advances or in commencing volume shipments of these products may have an adverse effect on our business. This risk is particularly pronounced in markets where there are only a few potential customers and in the automotive market, where, due to the longer design cycles involved, failure to win a design-in could prevent access to a customer for several years. Our failure to win a sufficient number of these bids could result in reduced revenue and hurt our competitive position in future selection processes because we may not be perceived as being a technology or industry leader, each of which could have a material adverse effect on our business, financial condition and results of operations.

***Our global business operations expose us to international business risks that could adversely affect our business.***

If any of the following international business risks were to materialize or become worse, they could have a material adverse effect on our business, financial condition and results of operations:

- negative economic developments in economies around the world and the instability of governments and international trade arrangements, such as the increase of barriers to international trade including the recent imposition of tariffs on imports by the United States and China, the withdrawal of the United Kingdom from the European Union and the sovereign debt crisis in certain European countries;
- social and political instability in a number of countries around the world, including continued hostilities and civil unrest in the Middle East. The instability may have a negative effect on our business, financial condition and operations via our customers and volatility in energy prices and the financial markets;
- potential terrorist attacks;
- epidemics and pandemics, such as the coronavirus outbreak, which may adversely affect our workforce, as well as our suppliers and customers;
- adverse changes in governmental policies, especially those affecting trade and investment;
- volatility in foreign currency exchange rates, in particular with respect to the U.S. dollar, and transfer restrictions, in particular in China; and
- threats that our operations or property could be subject to nationalization and expropriation.

***Goodwill and other identifiable intangible assets represent a significant portion of our total assets, and we may never realize the full value of our intangible assets.***

Goodwill and other identifiable intangible assets are recorded at fair value on the date of an acquisition. As a result of our acquisition of Marvell's Wireless WiFi Connectivity Business Unit, Bluetooth technology portfolio and related assets in 2019, we recognized goodwill of \$1.1 billion and intangible assets of \$0.5 billion. As a result of our acquisition of Freescale in 2015, we recognized goodwill of \$7.4 billion and intangible assets of \$8.5 billion. We review our goodwill and other intangible assets balance for impairment upon any indication of a potential impairment, and in the case of goodwill, at a minimum of once a year. Impairment may result from, among other things, a sustained decrease in share price, deterioration in performance, adverse market conditions, adverse changes in applicable laws or regulations, including changes that restrict the activities of or affect the products and services we sell, challenges to the validity of certain registered intellectual property, reduced sales of certain products incorporating intellectual property and a variety of other factors. The amount of any quantified impairment must be expensed immediately as a charge to results of operations. Depending on future circumstances, it is possible that we may never realize the full value of our intangible assets. Any future determination of impairment of goodwill or other identifiable intangible assets could have a material adverse effect on our financial position, results of operations and stockholders' equity.

***In difficult market conditions, our high fixed costs combined with low revenue may negatively affect our results of operations.***

The semiconductor industry is characterized by high fixed costs and, notwithstanding our utilization of third-party manufacturing capacity, our production requirements are in part met by our own manufacturing facilities. In less favorable industry environments, like we faced in the first half of 2020, we are generally faced with a decline in the utilization rates of our manufacturing facilities due to decreases in demand for our products. During such periods, our fabrication plants could operate at lower loading level, while the fixed costs associated with the full capacity continue to be incurred, resulting in lower gross profit.

***We may from time to time restructure parts of our organization. Any such restructuring may impact customer satisfaction and the costs of implementation may be difficult to predict.***

We have previously executed restructuring initiatives and continue to assess, restructure and make changes to parts of the processes in our organization. If the global economy remains volatile, our revenues could decline and we may be forced to take additional cost savings steps that could result in additional charges and materially affect our business. The costs of implementing any restructurings, changes or cost savings steps may differ from our estimates and any negative impacts on our revenues or otherwise of such restructurings, changes or steps, such as situations in which customer satisfaction is negatively impacted, may be larger than originally estimated.

***If we fail to extend or renegotiate our collective bargaining agreements and social plans with our labor unions as they expire from time to time, if regular or statutory consultation processes with employee representatives such as works councils fail or are delayed, or if our unionized employees were to engage in a strike or other work stoppage, our business and operating results could be materially harmed.***

We are a party to collective bargaining agreements and social plans with our labor unions. We are also required to consult with our employee representatives, such as works councils, on items such as restructurings, acquisitions and divestitures. Although we believe that our relations with our employees, employee representatives and unions are satisfactory, no assurance can be given that we will be able to successfully extend or renegotiate these agreements as they expire from time to time or to conclude the consultation processes in a timely and favorable way. The impact of future negotiations and consultation processes with employee representatives could have a material impact on our financial results. Also, if we fail to extend or renegotiate our labor agreements and social plans, if significant disputes with our unions arise, or if our unionized workers engage in a strike or other work stoppage, we could incur higher ongoing labor costs or experience a significant disruption of operations, which could have a material adverse effect on our business.

***Our working capital needs are difficult to predict.***

Our working capital needs are difficult to predict and may fluctuate. The comparatively long period between the time at which we commence development of a product and the time at which it may be delivered to a customer leads to high inventory and work-in-progress levels. The volatility of our customers' own businesses and the time required to manufacture products also makes it difficult to manage inventory levels and requires us to stockpile products across many different specifications.

***Our business may be adversely affected by costs relating to product defects, and we could be faced with product liability and warranty claims.***

We make highly complex electronic components and, accordingly, there is a risk that defects may occur in any of our products. Such defects can give rise to significant costs, including expenses relating to recalling products, replacing defective items, writing down defective inventory and loss of potential sales. In addition, the occurrence of such defects may give rise to product liability and warranty claims, including liability for damages caused by such defects. If we release defective products into the market, our reputation could suffer and we may lose sales opportunities and incur liability for damages. Moreover, since the cost of replacing defective semiconductor devices is often much higher than the value of the devices themselves, we may at times face damage claims from customers in excess of the amounts they pay us for our products, including consequential damages. We also face exposure to potential liability resulting from the fact that our customers typically integrate the semiconductors we sell into numerous consumer products, which are then sold into the marketplace. We are exposed to product liability claims if our semiconductors or the consumer products based on them malfunction and result in personal injury or death. We may be named in product liability claims even if there is no evidence that our products caused the damage in question, and such claims could result in significant costs

and expenses relating to attorneys' fees and damages. In addition, our customers may recall their products if they prove to be defective or make compensatory payments in accordance with industry or business practice or in order to maintain good customer relationships. If such a recall or payment is caused by a defect in one of our products, our customers may seek to recover all or a portion of their losses from us. If any of these risks materialize, our reputation would be harmed and there could be a material adverse effect on our business, financial condition and results of operations.

***Our business has suffered, and could in the future suffer, from manufacturing problems.***

We manufacture, in our own factories as well as with third parties, our products using processes that are highly complex, require advanced and costly equipment and must continuously be modified to improve yields and performance. Difficulties in the production process can reduce yields or interrupt production, and, as a result of such problems, we may on occasion not be able to deliver products or do so in a timely or cost-effective or competitive manner. As the complexity of both our products and our fabrication processes has become more advanced, manufacturing tolerances have been reduced and requirements for precision have become more demanding. As is common in the semiconductor industry, we have in the past experienced manufacturing difficulties that have given rise to delays in delivery and quality control problems. There can be no assurance that any such occurrence in the future would not materially harm our results of operations. Further, we may suffer disruptions in our manufacturing operations, either due to production difficulties such as those described above or as a result of external factors beyond our control. We may, in the future, experience manufacturing difficulties or permanent or temporary loss of manufacturing capacity due to the preceding or other risks. Any such event could have a material adverse effect on our business, financial condition and results of operations.

***We rely on the timely supply of equipment and materials and could suffer if suppliers fail to meet their delivery obligations or raise prices. Certain equipment and materials needed in our manufacturing operations are only available from a limited number of suppliers.***

Our manufacturing operations depend on deliveries of equipment and materials in a timely manner and, in some cases, on a just-in-time basis. From time to time, suppliers may extend lead times, limit the amounts supplied to us or increase prices due to capacity constraints or other factors. Supply disruptions may also occur due to shortages in critical materials, such as silicon wafers or specialized chemicals. Because the equipment that we purchase is complex, it is frequently difficult or impossible for us to substitute one piece of equipment for another or replace one type of material with another. A failure by our suppliers to deliver our requirements could result in disruptions to our manufacturing operations. Our business, financial condition and results of operations could be harmed if we are unable to obtain adequate supplies of quality equipment or materials in a timely manner or if there are significant increases in the costs of equipment or materials.

***Failure of our third party suppliers to perform could adversely affect our ability to exploit growth opportunities.***

We currently use outside suppliers for a portion of our manufacturing capacity. Outsourcing our production presents a number of risks. If our outside suppliers are unable to satisfy our demand, or experience manufacturing difficulties, delays or reduced yields, our results of operations and ability to satisfy customer demand could suffer. In addition, purchasing rather than manufacturing these products may adversely affect our gross profit margin if the purchase costs of these products are higher than our own manufacturing costs would have been. Prices for foundry products also vary depending on capacity utilization rates at our suppliers, quantities demanded, product technology and geometry. Furthermore, these outsourcing costs can vary materially from quarter to quarter and, in cases of industry shortages, they can increase significantly, negatively affecting our gross profit.

***Disruptions in our relationships with any one of our key customers could adversely affect our business.***

A substantial portion of our revenue is derived from our top customers, including our distributors. We cannot guarantee that we will be able to generate similar levels of revenue from our largest customers in the future. If one or more of these customers substantially reduce their purchases from us, this could have a material adverse effect on our business, financial condition and results of operations.

*We receive subsidies and grants in certain countries, and a reduction in the amount of governmental funding available to us or demands for repayment could increase our costs and affect our results of operations.*

As is the case with other large semiconductor companies, we receive subsidies and grants from governments in some countries. These programs are subject to periodic review by the relevant governments, and if any of these programs are curtailed or discontinued, this could have a material adverse effect on our business, financial condition and results of operations. As the availability of government funding is outside our control, we cannot guarantee that we will continue to benefit from government support or that sufficient alternative funding will be available if we lose such support. Moreover, if we terminate any activities or operations, including strategic alliances or joint ventures, we may face adverse actions from the local governmental agencies providing such subsidies to us. In particular, such government agencies could seek to recover such subsidies from us and they could cancel or reduce other subsidies we receive from them. This could have a material adverse effect on our business, financial condition and results of operations.

*Certain natural disasters, such as flooding, large earthquakes, volcanic eruptions or nuclear or other disasters, may negatively impact our business. There is increasing concern that climate change is occurring and may cause a rising number of natural disasters.*

Environmental and other disasters, such as flooding, large earthquakes, volcanic eruptions or nuclear or other disasters, or a combination thereof may negatively impact our business. If flooding, a large earthquake, volcanic eruption or other natural disaster were to directly damage, destroy or disrupt our manufacturing facilities, it could disrupt our operations, delay new production and shipments of existing inventory or result in costly repairs, replacements or other costs, all of which would negatively impact our business. Even if our manufacturing facilities are not directly damaged, a large natural disaster may result in disruptions in distribution channels or supply chains and significant increases in the prices of raw materials used for our manufacturing process. For instance, the nuclear incident following the tsunami in Japan in 2011 impacted the supply chains of our customers and suppliers. Furthermore, any disaster affecting our customers (or their respective customers) may significantly negatively impact the demand for our products and our revenues.

The impact of any such natural disasters depends on the specific geographic circumstances but could be significant, as some of our factories are located in areas with known earthquake fault zones, flood or storm risks, including but not limited to Singapore, Taiwan, Malaysia or Thailand. There is increasing concern that climate change is occurring that may cause a rising number of natural disasters with potentially dramatic effects on human activity. We cannot predict the economic impact, if any, of natural disasters or climate change.

#### **Risks related to regulatory or legal challenges**

*As our business is global, we need to comply with laws and regulations in countries across the world.*

We operate globally, with manufacturing, assembly and testing facilities in several continents, and we market our products globally.

As a result, we are subject to environmental, data privacy, labor and health and safety laws and regulations in each jurisdiction in which we operate. We are also required to obtain environmental permits and other authorizations or licenses from governmental authorities for certain of our operations. In the jurisdictions where we operate, we need to comply with differing standards and varying practices of regulatory, tax, judicial and administrative bodies.

No assurance can be given that we have been or will be at all times in complete compliance with the laws and regulations to which we are subject or that we have obtained or will obtain the permits and other authorizations or licenses that we need. If we violate or fail to comply with laws, regulations, permits and other authorizations or licenses, we could be fined or otherwise sanctioned by regulators. Furthermore, if one or more of our customers are sanctioned by regulators for non-compliance with laws and regulations, we could experience a decrease in demand for our products. For example, import and export regulations, such as the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, are complex, change frequently, have generally become more stringent over time and have intensified in recent years. Our results of operations could be negatively impacted if we are required to suspend activities with certain customers or suppliers due to future changes in regulations. In 2020, due to regulations imposed by the U.S. government, we ceased shipments of our products to Huawei pending approval of export licenses. Furthermore, global privacy legislation, enforcement, and policy activity, such as the EU General Data Privacy Regulation, are rapidly

expanding and creating a complex regulatory compliance environment. Costs to comply with and implement these privacy-related and data protection measures could be significant. Even our inadvertent failure to comply with applicable privacy-related or data protection laws and regulations could result in proceedings against us by governmental entities or others.

***Legal proceedings covering a range of matters are pending in various jurisdictions. Due to the uncertainty inherent in litigation, it is difficult to predict the final outcome. An adverse outcome might affect our results of operations.***

We and certain of our businesses are involved as plaintiffs or defendants in legal proceedings in various matters. For example, we are involved in legal proceedings claiming personal injuries to the children of former employees as a result of employees' alleged exposure to chemicals used in semiconductor manufacturing clean room environments operated by us or our former parent companies, Philips and Motorola. Furthermore, because we continue to utilize these clean rooms, we may become subject to future claims alleging personal injury that may lead to additional liability. A judgment against us or material defense cost could harm our business, financial condition and results of operations.

***Environmental laws and regulations expose us to liability and compliance with these laws and regulations, and any such liability may adversely affect our business.***

We are subject to many environmental, health and safety laws and regulations in each jurisdiction in which we operate, which govern, among other things, emissions of pollutants into the air, wastewater discharges, the use and handling of hazardous substances, waste disposal, the investigation and remediation of soil and ground water contamination and the health and safety of our employees. We are also required to obtain environmental permits from governmental authorities for certain of our operations. We cannot assure you that we have been or will be at all times in complete compliance with such laws, regulations and permits. If we violate or fail to comply with these laws, regulations or permits, we could be fined or otherwise sanctioned by regulators.

As with other companies engaged in similar activities or that own or operate real property, we face inherent risks of environmental liability at our current and historical manufacturing facilities. Certain environmental laws impose strict, and in certain circumstances, joint and several liability on current or previous owners or operators of real property for the cost of investigation, removal or remediation of hazardous substances as well as liability for related damages to natural resources. Certain of these laws also assess liability on persons who arrange for hazardous substances to be sent to disposal or treatment facilities when such facilities are found to be contaminated. While we do not expect that any contamination currently known to us will have a material adverse effect on our business, we cannot assure you that this is the case or that we will not discover new facts or conditions or that environmental laws or the enforcement of such laws will not change such that our liabilities would be increased significantly. In addition, we could also be held liable for consequences arising out of human exposure to hazardous substances or other environmental damage. In summary, we cannot assure you that our costs of complying with current and future environmental and health and safety laws, or our liabilities arising from past or future releases of, or exposures to, regulated materials, will not have a material adverse effect on our business, financial conditions and results of operations.

Scientific examination of, political attention to and rules and regulations on issues surrounding the existence and extent of climate change may result in an increase in the cost of production due to increase in the prices of energy and introduction of energy or carbon tax. A variety of regulatory developments have been introduced that focus on restricting or managing the emission of carbon dioxide, methane and other greenhouse gases. Enterprises may need to purchase at higher costs new equipment or raw materials with lower carbon footprints. Environmental laws and regulations could also require us to acquire pollution abatement or remediation equipment, modify product designs, or incur expenses. New materials that we are evaluating for use in our operations may become subject to regulation. These developments and further legislation that is likely to be enacted could affect our operations negatively. Changes in environmental regulations could increase our production and operational costs, which could adversely affect our results of operations and financial condition.

#### **Risks related to cybersecurity and IT systems**

***Interruptions in our information technology systems could adversely affect our business.***

We rely on the efficient and uninterrupted operation of complex information technology applications, systems and networks to operate our business. The reliability and security of our information technology



infrastructure and software, and our ability to expand and continually update technologies in response to our changing needs is critical to our business. Any significant interruption in our business applications, systems or networks, including but not limited to new system implementations, computer viruses, cyberattacks, security breaches, facility issues or energy blackouts could have a material adverse impact on our business, financial condition and results of operations.

***Our computer systems and networks are subject to attempted security breaches and other cybersecurity incidents, which, if successful, could impact our business.***

We have, from time to time, experienced cyber-attacks attempting to obtain access to our computer systems and networks. Such incidents, whether or not successful, could result in the misappropriation of our proprietary information and technology, the compromise of personal and confidential information of our employees, customers or suppliers or interrupt our business. For instance, in January 2020, we became aware of a compromise of certain of our systems. While this IT system compromise did not result in a material adverse effect on our business or any material damage to us, there can be no assurance that this or any other breach or incident will not have a material impact on our operations and financial results in the future. In the current environment, there are numerous and evolving risks to cybersecurity and privacy, including criminal hackers, state-sponsored intrusions, industrial espionage, employee malfeasance, and human or technological error. Computer hackers and others routinely attempt to breach the security of technology products, services, and systems, and those of customers, suppliers, and some of those attempts may be successful. Such breaches could result in, for example, unauthorized access to, disclosure, modification, misuse, loss, or destruction of our, our customer, or other third party data or systems, theft of sensitive or confidential data including personal information (including personal data about our employees, customers or other third parties) and intellectual property, system disruptions, and denial of service. In the event of such breaches, we, our customers or other third parties could be exposed to potential liability, litigation, and regulatory action, as well as the loss of existing or potential customers, damage to our reputation, and other financial loss. In addition, the cost and operational consequences of responding to breaches and implementing remediation measures could be significant. As these threats continue to develop and grow, we have been adapting our security measures and we continue to increase the amount we allocate to implement, maintain and/or update security systems to protect data and infrastructure. As a global enterprise, we could also be impacted by existing and proposed laws and regulations, as well as government policies and practices related to cybersecurity, privacy and data protection. Additionally, cyber-attacks or other catastrophic events resulting in disruptions to or failures in power, information technology, communication systems or other critical infrastructure could result in interruptions or delays to us, our customers, or other third party operations or services, financial loss, potential liability, and damage our reputation and affect our relationships with our customers and suppliers.

**Risks related to intellectual property**

***We rely to a significant extent on proprietary intellectual property. We may not be able to protect this intellectual property against improper use by our competitors or others.***

Our success and future revenue growth depends, in part, on our ability to protect our proprietary technology, our products, our proprietary designs and fabrication processes, and other intellectual property against misappropriation by others. We primarily rely on patent, copyright, trademark and trade secret laws, as well as nondisclosure agreements and other methods, to protect our intellectual property. We may have difficulty obtaining patents and other intellectual property rights to protect our proprietary products, technology and intellectual property, and the patents and other intellectual property rights we receive may be insufficient to provide us with meaningful protection or commercial advantage. We may not obtain patent protection or secure other intellectual property rights in all the countries in which we operate, and under the laws of such countries, patents and other intellectual property rights may be or become unavailable or limited in scope. Even if new patents are issued, the claims allowed may not be sufficiently broad to effectively protect our proprietary technology, processes and other intellectual property. In addition, any of our existing patents, and any future patents issued to us may be challenged, invalidated or circumvented. The protection offered by intellectual property rights may be inadequate or weakened for reasons or circumstances that are out of our control. Further, our proprietary technology, designs and processes and other intellectual property may be vulnerable to disclosure or misappropriation by employees, contractors and other persons. It is possible that competitors or other unauthorized third parties may obtain, copy, use or disclose our proprietary technologies, our products, designs, processes and other intellectual property despite our efforts to protect our intellectual property. While we hold a

significant number of patents, there can be no assurances that additional patents will be issued or that any rights granted under our patents will provide meaningful protection against misappropriation of our intellectual property. Our competitors may also be able to develop similar technology independently or design around our patents. We may not have or pursue patents or pending applications in all the countries in which we operate corresponding to all of our primary patents and applications. Even if patents are granted, effective enforcement in some countries may not be available. In particular, intellectual property rights are difficult to enforce in countries where the application and enforcement of the laws governing such rights may not have reached the same level as compared to other jurisdictions where we operate. Consequently, operating in some countries may subject us to an increased risk that unauthorized parties may attempt to copy or otherwise use our intellectual property or the intellectual property of our suppliers or other parties with whom we engage. There is no assurance that we will be able to protect our intellectual property rights or have adequate legal recourse in the event that we seek legal or judicial enforcement of our intellectual property rights under the laws of such countries. Any inability on our part to adequately protect our intellectual property may have a material adverse effect on our business, financial condition and results of operations.

***We may become party to intellectual property claims or litigation that could cause us to incur substantial costs, pay substantial damages or prohibit us from selling our products.***

We have from time to time received, and may in the future receive, communications alleging possible infringement of patents and other intellectual property rights of others. Further, we may become involved in costly litigation brought against us regarding patents, copyrights, trademarks, trade secrets or other intellectual property rights. If any such claims are asserted against us, we may seek to obtain a license under the third party's intellectual property rights. We cannot assure you that we will be able to obtain any or all of the necessary licenses on satisfactory terms, if at all. In the event that we cannot obtain or take the view that we don't need a license, these parties may file lawsuits against us seeking damages (and potentially treble damages in the United States) or an injunction against the sale of our products that incorporate allegedly infringed intellectual property or against the operation of our business as presently conducted. Such lawsuits, if successful, could result in an increase in the costs of selling certain of our products, our having to partially or completely redesign our products or stop the sale of some of our products and could cause damage to our reputation. Any litigation could require significant financial and management resources regardless of the merits or outcome, and we cannot assure you that we would prevail in any litigation or that our intellectual property rights can be successfully asserted in the future or will not be invalidated, circumvented or challenged. The award of damages, including material royalty payments, or the entry of an injunction against the manufacture and sale of some or all of our products, could affect our ability to compete or have a material adverse effect on our business, financial condition and results of operations.

**Risks related to human capital management**

***Loss of our key management and other personnel, or an inability to attract such management and other personnel, could affect our business.***

We depend on our key management to run our business and on our senior engineers to develop new products and technologies. Our success will depend on the continued service of these individuals. Although we have several share based compensation plans in place, we cannot be sure that these plans will help us in our ability to retain key personnel, especially considering that the stock options under some of our plans become exercisable upon a change of control (in particular, when a third party, or third parties acting in concert, obtains, whether directly or indirectly, control of us). The loss of any of our key personnel, whether due to departures, death, ill health or otherwise, could have a material adverse effect on our business. The market for qualified employees, including skilled engineers and other individuals with the required technical expertise to succeed in our business, is highly competitive and the loss of qualified employees or an inability to attract, retain and motivate the additional highly skilled employees required for the operation and expansion of our business could hinder our ability to successfully conduct research activities or develop marketable products. The foregoing risks could have a material adverse effect on our business.

## Risks related to our corporate structure

### ***United States civil liabilities may not be enforceable against us.***

We are incorporated under the laws of the Netherlands and substantial portions of our assets are located outside of the United States. In addition, certain members of our board, our officers and certain experts named herein reside outside the United States. As a result, it may be difficult for investors to effect service of process within the United States upon us or such other persons residing outside the United States, or to enforce outside the United States judgments obtained against such persons in U.S. courts in any action. In addition, it may be difficult for investors to enforce, in original actions brought in courts in jurisdictions located outside the United States, rights predicated upon the U.S. laws.

In the absence of an applicable treaty for the mutual recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters to which the United States and the Netherlands are a party, a judgment obtained against the Company in the courts of the United States, whether or not predicated solely upon the U.S. federal securities laws, including a judgment predicated upon the civil liability provisions of the U.S. securities law or securities laws of any State or territory within the United States, will not be directly enforceable in the Netherlands.

In order to obtain a judgment which is enforceable in the Netherlands, the claim must be relitigated before a competent court of the Netherlands; the relevant Netherlands court has discretion to attach such weight to a judgment of the courts of the United States as it deems appropriate; based on case law, the courts of the Netherlands may be expected to recognize and grant permission for enforcement of a judgment of a court of competent jurisdiction in the United States without re-examination or relitigation of the substantive matters adjudicated thereby, provided that (i) the relevant court in the United States had jurisdiction in the matter in accordance with standards which are generally accepted internationally; (ii) the proceedings before that court complied with principles of proper procedure; (iii) recognition and/or enforcement of that judgment does not conflict with the public policy of the Netherlands; and (iv) recognition and/or enforcement of that judgment is not irreconcilable with a decision of a Dutch court rendered between the same parties or with an earlier decision of a foreign court rendered between the same parties in a dispute that is about the same subject matter and that is based on the same cause, provided that earlier decision can be recognized in the Netherlands.

Based on the foregoing, there can be no assurance that U.S. investors will be able to enforce against us or members of our board of directors, officers or certain experts named herein who are residents of the Netherlands or countries other than the United States any judgments obtained in U.S. courts in civil and commercial matters.

In addition, there is doubt as to whether a Dutch court would impose civil liability on us, the members of our board of directors, our officers or certain experts named herein in an original action predicated solely upon the U.S. laws brought in a court of competent jurisdiction in the Netherlands against us or such members, officers or experts, respectively.

### ***We are a Dutch public company with limited liability. The rights of our stockholders may be different from the rights of stockholders governed by the laws of U.S. jurisdictions.***

We are a Dutch public company with limited liability (*naamloze vennootschap*). Our corporate affairs are governed by our articles of association and by the laws governing companies incorporated in the Netherlands. The rights of stockholders and the responsibilities of members of our board of directors may be different from the rights and obligations of stockholders in companies governed by the laws of U.S. jurisdictions. In the performance of its duties, our board of directors is required by Dutch law to consider the interests of our company, its stockholders, its employees and other stakeholders, in all cases with due observation of the principles of reasonableness and fairness. It is possible that some of these parties will have interests that are different from, or in addition to, your interests as a stockholder. See Part III, Item 10. *Directors, Executive Officers and Corporate Governance*.

## Risks related to our indebtedness

### ***Our debt obligations expose us to risks that could adversely affect our financial condition, which could adversely affect our results of operations.***

As of December 31, 2020, we had outstanding indebtedness with an aggregate principal amount of \$7,650 million. Our substantial indebtedness could have a material adverse effect on our business by:

- increasing our vulnerability to adverse economic, industry or competitive developments;
- requiring a substantial portion of cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flow to fund our operations, capital expenditures and future business opportunities;
- exposing us to the risk of increased interest rates in the event we have borrowings under our \$1,500 million revolving credit facility agreement (the “RCF Agreement”) because loans under the RCF Agreement bear interest at a variable rate;
- making it more difficult for us to satisfy our obligations with respect to our indebtedness and any failure to comply with the obligations of any our debt instruments, including restrictive covenants and borrowing conditions, could result in an event default under the indentures governing our notes and agreements governing other indebtedness;
- restricting us from making strategic acquisitions or causing us to make non-strategic divestitures;
- limiting our ability to obtain additional financial for working capital, capital expenditures, restructurings, product development, research and development, debt service requirements, investments, acquisitions and general corporate or other purposes; and
- limiting our flexibility in planning for, or reacting to, changes in our business or market conditions and placing us at a competitive disadvantage compared to our competitors who are less highly leveraged and who therefore, may be able to take advantage of opportunities that our leverage prevents us from exploiting.

Despite our level of indebtedness, we may still incur significantly more debt, which could further exacerbate the risks described above and affect our ability to service and repay our debt.

***If we do not comply with the covenants in our debt agreements or fail to generate sufficient cash to service and repay our debt, it could adversely affect our operating results and our financial condition.***

The RCF Agreement and the indentures governing our unsecured notes or any other debt arrangements that we may have require us to comply with various covenants. If there were an event of default under any of our debt instruments that was not cured or waived, the holders of the defaulted debt could terminate commitments to lend and cause all amounts outstanding with respect to the debt to be due and payable immediately, which in turn could result in cross defaults under our other debt instruments. Our assets and cash flow may not be sufficient to fully repay borrowings under all of our outstanding debt instruments if some or all of these instruments are accelerated upon an event of default.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital, restructure or refinance our indebtedness or reduce or delay capital expenditures, strategic acquisitions, investments and alliances, any of which could have a material adverse effect on our business. We cannot guarantee that we will be able to obtain enough capital to service our debt and fund our planned capital expenditures and business plan. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations.

***The rating of our debt by major rating agencies may further improve or deteriorate, which could affect our additional borrowing capacity and financing costs.***

The major debt rating agencies routinely evaluate our debt. These ratings are based on current information furnished to the ratings agencies by us and information obtained by the ratings agencies from other sources. An explanation of the significance of such rating may be obtained from such rating agency. There can be no assurance that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in each rating agency’s judgment, circumstances so warrant. Actual or anticipated changes or downgrades in our credit ratings, including any

announcement that our ratings are under further review for a downgrade, could affect our market value and/or increase our corporate borrowing costs.

## General risk factors

### ***The price of our common stock historically has been volatile. The price of our common stock may fluctuate significantly.***

The stock market in recent years has experienced significant price and volume fluctuations that have often been unrelated to the operating performance of companies. The market price for our common stock has varied between a high of \$167.27 on December 7, 2020 and a low of \$58.41 on March 18, 2020 in the twelve-month period ending on December 31, 2020. The market price of our common stock is likely to continue to be volatile and subject to significant price and volume fluctuations for many reasons, including in response to the risks described in this section, changes in our dividend or share repurchase policies, variations between our actual financial results or guidance and expectations of securities analysts or investors or for reasons unrelated to our operations, such as reports by industry analysts, investor perceptions or negative announcements by our customers, competitors, peer companies or suppliers regarding their own performance, or announcements by our competitors of significant contracts, strategic partnerships, joint ventures, joint marketing relationships or capital commitments, the passage of legislation or other regulatory developments affecting us or our industry, as well as industry conditions and general financial, economic and political instability. In the past, following periods of market volatility, shareholders have instituted securities class action litigation. If we were involved in securities litigation, it could have a substantial cost and divert resources and the attention of executive management from our business regardless of the outcome of such litigation.

### ***We may have fluctuations in the amount and frequency of our stock repurchases.***

The amount, timing, and execution of our stock repurchases may fluctuate based on our priorities for the use of cash for other purposes—such as investing in our business, including operational spending, capital spending, and acquisitions, and returning cash to our stockholders as dividend payments—and because of changes in cash flows, tax laws, and the market price of our common stock.

### ***There can be no assurance that we will continue to declare cash dividends.***

Our board of directors has adopted a dividend policy pursuant to which we currently pay a cash dividend on our ordinary shares on a quarterly basis. The declaration and payment of any dividend is subject to the approval of our board and our dividend may be discontinued or reduced at any time. There can be no assurance that we will declare cash dividends in the future in any particular amounts, or at all.

Future dividends, if any, and their timing and amount, may be affected by, among other factors: management's views on potential future capital requirements for strategic transactions, including acquisitions; earnings levels; contractual restrictions; cash position and overall financial condition; and changes to our business model. The payment of cash dividends is restricted by applicable law, contractual restrictions and our corporate structure.

### ***The impact of a negative performance of financial markets and demographic trends on our defined benefit pension liabilities and costs cannot be predicted.***

We sponsor defined benefit pension plans in a number of countries and a significant number of our employees are covered by our defined benefit pension plans. As of December 31, 2020, we had recognized a net accrued benefit liability of \$566 million, representing the unfunded benefit obligations of our defined pension plans. The funding status and the liabilities and costs of maintaining these defined benefit pension plans may be impacted by financial market developments. For example, the accounting for such plans requires determining discount rates, expected rates of compensation and expected returns on plan assets, and any changes in these variables can have a significant impact on the projected benefit obligations and net periodic pension costs. Negative performance of the financial markets could also have a material impact on funding requirements and net periodic pension costs. Our defined benefit pension plans may also be subject to demographic trends. Accordingly, our costs to meet pension liabilities going forward may be significantly higher than they are today, which could have a material adverse impact on our financial condition.

***Future changes to Dutch, U.S. and other foreign tax laws could adversely affect us.***

The European Commission, U.S. Congress and Treasury Department, the Organization for Economic Co-operation and Development, and other government agencies in jurisdictions where we and our affiliates do business have had an extended focus on issues related to the taxation of multinational corporations, particularly payments made between affiliates from a jurisdiction with high tax rates to a jurisdiction with lower tax rates. As a result, the tax laws in the European Union, U.S. and other countries in which we and our affiliates do business could change on a prospective or retroactive basis, and any such changes could adversely affect us and our affiliates.

Recent examples include the Organization for Economic Co-operation and Development's initiatives to revise profit allocation and nexus rules to allocate more taxing rights to countries where companies have their markets and to establish a minimum tax rate on a global basis. These initiatives include recommendations and proposals that, if enacted in countries in which we and our affiliates do business, could adversely affect us and our affiliates.

***We are exposed to a number of different tax uncertainties, which could have an impact on our results.***

We are required to pay taxes in multiple jurisdictions. We determine the taxes we are required to pay based on our interpretation of the applicable tax laws and regulations in the jurisdictions in which we operate. We may be subject to unfavorable changes in the respective tax laws and regulations to which we are subject. Tax controls, audits, change in controls and changes in tax laws or regulations or the interpretation given to them may expose us to negative tax consequences, including interest payments and potentially penalties. We have issued transfer-pricing directives in the areas of goods, services and financing, which are in accordance with the Guidelines of the Organization of Economic Co-operation and Development (OECD). As transfer pricing has a cross border effect, the focus of local tax authorities on implemented transfer pricing procedures in a country may have an impact on results in another country.

Transfer pricing uncertainties can also result from disputes with local tax authorities about transfer pricing of internal deliveries of goods and services or related to financing, acquisitions and divestments, the use of tax credits and permanent establishments, and tax losses carried forward. These uncertainties may have a significant impact on local tax results. We also have various tax assets resulting from acquisitions. Tax assets can also result from the generation of tax losses in certain legal entities. Tax authorities may challenge these tax assets. In addition, the value of the tax assets resulting from tax losses carried forward depends on having sufficient taxable profits in the future.

Additionally, in December of 2017, the United States enacted a budget reconciliation act amending the Internal Revenue Code of 1986 (the "Tax Cuts and Jobs Act") and, as from 2018, the U.S. Treasury Department issued regulations to clarify certain provisions of the Tax Cuts and Jobs Act. The Tax Cuts and Jobs Act contains provisions affecting the tax treatment of both U.S. companies (such as certain of our subsidiaries) and non-U.S. companies that could materially affect us. The Tax Cuts and Jobs Act includes provisions that reduce the U.S. corporate tax rate, impose a base erosion minimum tax on income of a U.S. corporation determined without regard to certain otherwise deductible payments made to certain foreign affiliates, impose a global intangible low-income tax on foreign earnings made by U.S. corporations' foreign subsidiaries, and impose a one-time transition tax on certain historic earnings and profits of U.S.-owned foreign subsidiaries. The Tax Cuts and Jobs Act also includes provisions that provide a deduction for certain foreign-derived intangible income. The U.S. Treasury Department has issued temporary and proposed regulations providing guidance on the application of many of the provisions of the Tax Cuts and Jobs Act. However, there may continue to be a substantial delay before all such regulations are promulgated and/or finalized, increasing the uncertainty as to the ultimate effect of the statutory amendments on us. It is also possible that there will be technical corrections legislation proposed with respect to the Tax Cuts and Jobs Act, the effect of which cannot be predicted.

**Item 1B. Unresolved Staff Comments**

Not applicable.

**Item 2. Properties**

The Company's headquarters are located in Eindhoven, the Netherlands. As of February 25, 2021, the Company owned or leased facilities for commercial office space, manufacturing and other purposes at locations in the Netherlands, the U.S. and multiple other countries. The company believes its existing facilities and equipment are in good operating condition and adequate to meet our need for the near future.

**Item 3. Legal Proceedings**

The information set forth under the “Litigation” and “Environmental Remediation” captions of Note 16 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report is incorporated herein by reference. For additional discussion of certain risks associated with legal proceedings, see Part I, Item 1A. *Risk Factors*.

**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**

The Company’s common stock is traded on the Nasdaq stock market under the symbol NXPI. On February 19, 2021 there were 15 shareholders of record and 514,298 beneficial shareholders of our common stock.

**Dividends Per Common Share**

The following table presents the quarterly dividends on our common stock for the periods indicated:

	2020	2019
First Quarter	0.375	0.250
Second Quarter	0.375	0.250
Third Quarter	0.375	0.375
Fourth Quarter	0.375	0.375

**Equity Compensation Plan Information**

Information regarding our equity compensation plans, including both stockholder approved plans and non-stockholder approved plans, will be contained in our Proxy Statement for our 2021 Annual Meeting of Stockholders under the caption “Equity Compensation Plan Information” and is incorporated by reference into this report.

**Issuer Purchases of Equity Securities**

Effective July 26, 2018, the board of directors of NXP (the “Board”), as authorized by the 2018 annual general meeting of shareholders, authorized the repurchase of \$5 billion of the Company’s ordinary shares over a period of 18 months (the “2018 Share Repurchase Program”). In October 2018, the board of directors of NXP increased the repurchase authorization under the 2018 Share Repurchase Program up to a maximum of 20% of issued share capital (approximately 69 million shares). The 2018 Share Repurchase Program was completed in July 2019, and a total of 69 million shares were repurchased under this program. In November 2019, the Board, as authorized by the 2019 annual general meeting of shareholders, authorized the repurchase of \$2 billion of shares (the “2019 Share Repurchase Program”). In addition, the Board approved the purchase of shares from participants in the Company’s equity programs who trade shares as trade for tax. This authorization will remain in effect until terminated by the Board. During the fiscal year-ended December 31, 2020, NXP repurchased shares for an amount of \$0.6 billion (representing 4.8 million shares) under the 2019 Share Repurchase Program and as trade for tax. Under Dutch tax law, the repurchase of a company’s shares by an entity domiciled in the Netherlands results in a taxable event, unless exemptions apply. The tax on the repurchased shares is attributed to the shareholders, with NXP making the payment on the shareholders’ behalf. As such, the tax on the repurchased shares is accounted for within stockholders’ equity.

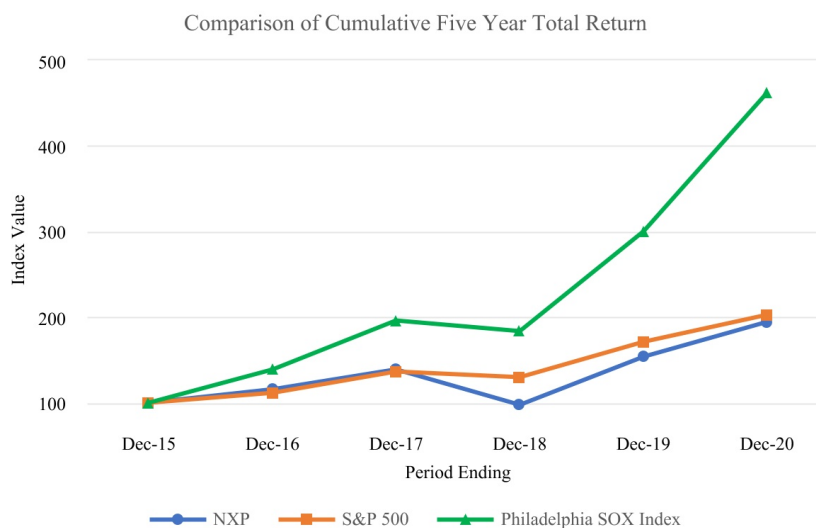
The following table provides a summary of share repurchase activity during the three months ended December 31, 2020:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Program	Number of Shares Purchased as Trade for Tax (1)
September 28, 2020 – November 1, 2020	427,399	\$133.26	14,913	12,195,431	412,486
November 2, 2020 – November 29, 2020	864,280	\$145.43	656,724	9,753,343	207,556
November 30, 2020 – December 31, 2020	468,879	\$158.09	435,898	9,309,434	32,981
Total	1,760,558		1,107,535		653,023

(1) Reflects shares surrendered by participants to satisfy tax withholding obligations in connection with the Company's equity programs.

### Company Performance

The following graph shows a comparison, since December 31, 2015 of cumulative total return for NXP, the Standard & Poor's 500 Index, and the Philadelphia Stock Exchange Semiconductor Index. The graph assumes \$100 (not in millions) invested on December 31, 2015 in our common stock and each of the indices.





**Item 6. Selected Financial Data**

The following table presents a summary of our selected historical consolidated financial data. We prepare our financial statements in accordance with U.S. GAAP.

The results of operations for prior years are not necessarily indicative of the results to be expected for any future period.

On December 6, 2019, we acquired Marvell Technology Group Ltd.'s ("Marvell") Wireless WiFi Connectivity Business Unit, Bluetooth technology portfolio and related assets, for total consideration of \$1.7 billion, net of closing adjustments. The results of their operations and the estimated fair value of the assets acquired and liabilities assumed in the business combination are included in our financial statements from the date of acquisition forward.

On July 26, 2018, we received \$2 billion in termination compensation from Qualcomm per the terms of the purchase contract.

On February 6, 2017, we divested our Standard Products ("SP") business, receiving \$2.6 billion in cash proceeds, net of cash divested. Prior to February 6, 2017, the results of the SP business were included in the reportable segment SP.

The information set forth below for the five years ended December 31, 2020, is not necessarily indicative of results of future operations, and should be read in conjunction with Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and accompanying notes thereto included in Part II, Item 8 of this Form 10-K to fully understand factors that may affect the comparability of the information presented below.

(\$ in millions unless otherwise stated)	As of and for the years ended December 31,				
	2020	2019	2018	2017 <sup>(1)</sup>	2016
<b>Consolidated statements of operations data:</b>					
Revenue <sup>(2)</sup>	8,612	8,877	9,407	9,256	9,498
Gross profit <sup>(3)</sup>	4,235	4,618	4,851	4,619	4,069
Total operating expenses <sup>(4)</sup>	(3,931)	(4,002)	(4,142)	(4,092)	(4,228)
Other income (expense) <sup>(5)</sup>	114	25	2,001	1,575	9
Operating income (loss)	418	641	2,710	2,102	(150)
Financial income (expense)	(417)	(350)	(335)	(366)	(453)
Net income (loss) attributable to stockholders	52	243	2,208	2,215	200
<b>Earnings per share data:</b>					
Net income per common share attributable to stockholders in \$					
• Basic	0.19	0.86	6.78	6.54	0.59
• Diluted	0.18	0.85	6.72	6.41	0.58
Weighted average number of shares of common stock outstanding during the year (in thousands)					
• Basic	279,763	282,056	325,781	338,646	338,477
• Diluted	283,809	285,911	328,606	345,802	347,607
Cash dividends declared per share <sup>(6)</sup>	1.50	1.25	0.50	—	—
Cash dividends declared per share in EUR <sup>(6)</sup>	1.29	1.12	0.43	—	—
<b>Consolidated balance sheet data<sup>(7)</sup>:</b>					
Cash and cash equivalents	2,275	1,045	2,789	3,547	1,894
Total assets	19,847	20,016	21,530	24,049	24,898
Net assets	9,151	9,655	10,690	13,716	11,156
Working capital <sup>(8)</sup>	2,307	1,476	2,947	4,077	3,386
Total debt <sup>(9), (10)</sup>	7,609	7,365	7,354	6,565	9,187
Total stockholders' equity	8,944	9,441	10,505	13,527	10,935
Common stock	59	64	67	71	71
<b>Other operating data:</b>					
Capital expenditures	(392)	(526)	(611)	(552)	(389)
Depreciation and amortization <sup>(11)</sup>	1,988	2,047	1,987	2,173	2,205
<b>Consolidated statements of cash flows data:</b>					
Net cash provided by (used for):					
Operating activities	2,482	2,373	4,369	2,447	2,303
Investing activities	(418)	(2,284)	(522)	2,072	(627)
Financing activities <sup>(12)</sup>	(835)	(1,831)	(4,597)	(2,886)	(1,392)
Increase (decrease) in cash and cash equivalents	1,229	(1,742)	(750)	1,633	284

(1) Reflects the results of the SP business up to the February 6, 2017 divestment.

(2) Under the modified retrospective method, revenue amounts before January 1, 2018 have not been adjusted for the impact of adopting ASC 606.

- (3) Gross profit in 2020 includes a charge of \$17 million and in 2019 includes a charge of \$8 million resulting from the purchase accounting effect on the inventory acquired from Marvell. In 2016 gross profit includes a charge of \$448 million, resulting from the purchase accounting effect on the inventory acquired from Freescale.
- (4) In 2020, total operating expenses include charges related to an impairment charge of \$36 million relative to in-process research and development (IPR&D) that was acquired from Freescale. In 2019, total operating expenses include charges related to the acquisition of Marvell as follows - \$7 million for the amortization of acquisition-related intangibles and \$5 million of acquisition related costs. Total operating expenses in 2016 include charges related to the acquisition of Freescale as follows - \$1,430 million for the amortization of acquisition-related intangibles, which includes an impairment charge of \$89 million relative to IPR&D that was acquired from Freescale, and \$53 million of merger and integration related costs.
- (5) Other income (expense) in 2020 includes the net gain on the sale of the Voice and Audio Solutions (VAS) assets of \$110 million and in 2018 includes the termination compensation received from Qualcomm (\$2 billion). Other income (expense) in 2017 includes the recognition of the gain on the sale of our SP business (\$1,597 million).
- (6) Reflects the interim dividends declared under the previously announced Quarterly Dividend Program.
- (7) Consolidated balance sheet data as of 2019 includes the impact of purchase accounting on the assets acquired and liabilities assumed in connection with our acquisition of Marvell.
- (8) Working capital is calculated as current assets less current liabilities (excluding short-term debt).
- (9) On May 1, 2020, NXP entered into three new senior unsecured notes, which are due in 2025 (\$500 million), 2027 (\$500 million) and 2030 (\$1 billion). NXP used the net proceeds for general corporate purposes as well as the repayment of the \$1,350 million aggregate principal amount of outstanding notes due 2021 and the \$400 million aggregate principal amount of outstanding notes due 2022. On June 18, 2019, NXP entered into two new senior unsecured notes, which are due in 2026 (\$750 million) and 2029 (\$1 billion). NXP used the net proceeds for general corporate purposes as well as the repayment of the \$600 million outstanding aggregate principal amount of 2020 senior notes. In addition, in December 2019 NXP fully repaid the \$1.15 billion 2019 cash convertible senior notes. On December 6, 2018, NXP entered into 3 new senior unsecured notes, which are due in 2024 (\$1 billion), 2026 (\$500 million) and 2028 (\$500 million). NXP used the net proceeds for general corporate purposes as well as the repayment of the \$1 billion senior unsecured bridge term credit facility agreement (the "Bridge Loan"), which was entered into on September 19, 2018 for general corporate purposes as well as to finance parts of the announced equity buy-back program. In April 2018, NXP fully repaid the \$750 million senior unsecured notes on the due date. In addition, NXP fully repaid the \$500 million senior unsecured notes due in 2023. In February 2017, NXP repaid all term loans, including Term Loan B (defined below), with the funds from the proceeds of the divestment of the SP business. Additionally, \$500 million was repaid on the 2021 unsecured senior notes in March 2017.

- (10) The following is a reconciliation of net debt to the most directly comparable GAAP measure, total debt, as adjusted for our cash and cash equivalents our net debt was calculated as follows:

(\$ in millions)	2020	2019	2018	2017	2016
Long-term debt	7,609	7,365	6,247	5,814	8,766
Short-term debt	—	—	1,107	751	421
Total debt	7,609	7,365	7,354	6,565	9,187
Less: cash and cash equivalents	(2,275)	(1,045)	(2,789)	(3,547)	(1,894)
Net debt	5,334	6,320	4,565	3,018	7,293

Net debt is a non-GAAP financial measure. See "Use of Certain Non-GAAP Financial Measures" under Part II, Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*.

- (11) Depreciation and amortization includes the effect of purchase accounting related to acquisitions in certain years. The effect of purchase accounting in depreciation and amortization was \$1,433 million in 2020 (which includes an impairment charge of \$36 million relative to IPR&D that was acquired with the acquisition of Freescale), \$1,528 million in 2019, \$1,535 million in 2018, \$1,741 million in 2017 and \$1,782 million (which includes an impairment charge of \$89 million relative to IPR&D that was acquired from Freescale) in 2016.
- (12) Financing activities includes the repurchases of NXP common stock in 2020 (\$627 million), 2019 (\$1,443 million) and in 2018 (\$5,006 million) and the distribution of cash dividends in 2020 (\$420 million), in 2019 (\$319 million) and in 2018 (\$74 million).

As used in this Annual Report, “euro”, or “€” means the single unified currency of the European Monetary Union. “U.S. dollar”, “USD”, “U.S. \$” or “\$” means the lawful currency of the United States of America. As used in this Annual Report, the term “noon buying rate” refers to the exchange rate for euro, expressed in U.S. dollars per euro, as announced by the Federal Reserve Bank of New York for customs purposes as the rate in the city of New York for cable transfers in foreign currencies.

The table below shows the average noon buying rates for U.S. dollars per euro for the five years ended December 31, 2020. The averages set forth in the table below have been computed using the noon buying rate on the next to last business day of each fiscal month during the periods indicated.

	Year ended December 31,				
	2020	2019	2018	2017	2016
Average \$ per €	1.1412	1.1210	1.1794	1.1310	1.1065

Fluctuations in the value of the euro relative to the U.S. dollar have had a significant effect on the translation into U.S. dollar of our euro-denominated assets, liabilities, revenue and expenses, and may continue to do so in the future. For further information on the impact of fluctuations in exchange rates on our operations, see the “*Fluctuations in Foreign Rates May Have An Adverse Effect On Our Financial Results*” section in Part I, Item 1A. *Risk Factors* and the “*Foreign Currency Risks*” section in Part II, Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of financial condition and results of operations (MD&A) should be read in conjunction with the financial statements and the related notes that appear elsewhere in this document. This section of this Form 10-K generally discusses 2020 and 2019 items and year-to-year comparisons between 2020 and 2019. Discussions of 2018 items and year-to-year comparisons between 2019 and 2018 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019 as filed with the SEC on February 27, 2020.

Our MD&A is provided in addition to the accompanying consolidated financial statements and notes to assist readers in understanding our results of operations, financial condition and cash flows. MD&A is organized as follows:

- *Overview* - Overall analysis of financial and other highlights to provide context for the MD&A
- *Results of Operations* - An analysis of our financial results
- *Financial Condition, Liquidity and Capital Resources* - An analysis of changes in our balance sheets and cash flows and a discussion of our financial condition and potential sources of liquidity
- *Critical Accounting Estimates* - Accounting estimates that management believes are the most important to understanding the assumptions and judgments incorporated in our financial results and forecasts
- *Use of Certain Non-GAAP Financial Measures* - A discussion of the non-GAAP measures used

Effective January 1, 2019, NXP removed the reference to HPMS in its organizational structure in acknowledgment of the one reportable segment representing the entity as a whole. Our segment represents groups of similar products that are combined on the basis of similar design and development requirements, product characteristics, manufacturing processes and distribution channels, and how management allocates resources and measures results. See Note 1 to the consolidated financial statements for more information regarding our segment.

### Overview

(\$ in millions, unless otherwise stated)	Three Months Ended			Years Ended		
	December 31, 2020	September 27, 2020	Increase/(decrease)	December 31, 2020	December 31, 2019	Increase/(decrease)
Revenue	2,507	2,267	240	8,612	8,877	(265)
Gross profit	1,288	1,090	198	4,235	4,618	(383)
Operating income (loss)	463	32	431	418	641	(223)
Cash flow from operating activities	1,029	527	502	2,482	2,373	109
Total debt	7,609	9,356	(1,747)	7,609	7,365	244
Net debt	5,334	5,790	(456)	5,334	6,320	(986)
Diluted weighted average number of shares outstanding	285,258	279,467	5,791	283,809	285,911	(2,102)
Diluted net income per share	1.08	(0.08)	1.16	0.18	0.85	(0.67)
Dividends per common share	0.375	0.375	—	1.500	1.25	0.25

Revenue for 2020 was \$8,612 million, down 3% from 2019 against a very challenging economic environment, caused by the COVID-19 pandemic. By end market, Automotive revenue was \$3,825 million, a decrease of 9% versus the year ago period. Within the Communication Infrastructure & Other end market, revenue was \$1,703 million, a decline of 9% year-on-year. These annual declines were partly offset by good year-on-year performance in the Industrial & IoT and Mobile end-markets. Revenue in the Industrial & IoT end market was \$1,836 million, a 15% increase, while revenue in the Mobile end market was \$1,248 million, a 5% increase. The revenue achieved in both the Industrial & IoT and the Mobile end markets represent new all-time highs. When aggregating all end markets, the decrease in revenue was mostly related to lower sales to OEMs. From a regional perspective, revenue declined in EMEA, Americas and Japan, offset partly by Greater China.

Our gross profit percentage for 2020 decreased to 49.2% from 52.0%, primarily due to the significant deceleration of revenue and the associated reduced manufacturing activity during the second and third quarters, further amplified by the absorption of excess manufacturing fixed costs as a result of abnormal under-loading in our front-end factories due to the COVID-19 pandemic.

Revenue for the fourth quarter of 2020 was \$2,507 million, an increase of 11% sequentially from revenue for the third quarter of 2020, as the improving business environment emerging at the end of the third quarter continued into the fourth quarter. From an end market perspective, the increase sequentially was driven primarily by Automotive with an

increase of 24% and by Mobile with an increase of 21%. These increases were slightly offset by a decline of 13% in Communication Infrastructure & Other and a decrease of 0.6% in Industrial & IoT.

We continue to generate strong operating cash flows, with \$2,482 million in cash flows from operations for 2020. We returned \$1,047 million to our shareholders during the year in dividends and repurchases of common stock. Our cash position at the end of 2020 was \$2,275 million. On November 19, 2020, the NXP Board of Directors approved a cash dividend of \$0.375 per common share for the fourth quarter of 2020.

Our global communities continue to face unprecedented challenges posed by the COVID-19 pandemic, but NXP has continued to respond actively by addressing the COVID-19 situation and its impact globally with global crisis response teams, working to mitigate the potential impacts to our people and our business. With our strong business model and with demonstrated financial discipline, which is a keystone of our culture, we continue to believe that we will emerge from this time well positioned for long-term growth as we continue to see strong customer interest in the breadth of our product portfolio, combined with solid design win awards. However, we cannot reasonably estimate the duration and severity of this global pandemic or its ultimate impact on the global economy and our business and results.

Demand has come back more rapidly than we expected and our current focus is to look after our customers and ensure we ship as much product to them as possible. While we are encouraged by the rapid rebound in demand, we are still challenged by the impact of the global pandemic. We are still of the view that the best course of action is to continue to focus on enabling our customers success while simultaneously assuring the safety and health of all our employees.

## Results of Operations

The following table presents the composition of operating income for the years ended December 31, 2020 and December 31, 2019.

(\$ in millions, unless otherwise stated)	2020	2019
Revenue	8,612	8,877
% nominal growth	(3.0)	(5.6)
Gross profit	4,235	4,618
Research and development	(1,725)	(1,643)
Selling, general and administrative (SG&A)	(879)	(924)
Amortization of acquisition-related intangible assets	(1,327)	(1,435)
Other income (expense)	114	25
Operating income (loss)	418	641

## Revenue

Revenue for the year-ended December 31, 2020 was \$8,612 million compared to \$8,877 million for the year-ended December 31, 2019, a decrease of \$265 million or 3%. The decrease is attributed to the impact of the COVID-19 pandemic in our primary end-markets, including year-on-year decreases in the Automotive and in the Communication Infrastructure & Other end markets. These declines were partly offset by increases in the Industrial & IoT and Mobile end markets.

Revenue by end-market was as follows:

(\$ in millions, unless otherwise stated)	2020	2019	Increase/(decrease)	%
Automotive	3,825	4,212	(387)	(9.2)%
Industrial & IoT	1,836	1,599	237	14.8 %
Mobile	1,248	1,191	57	4.8 %
Communication Infrastructure & Other	1,703	1,875	(172)	(9.2)%
Revenue	8,612	8,877	(265)	(3.0)%

Revenue by sales channel was as follows:

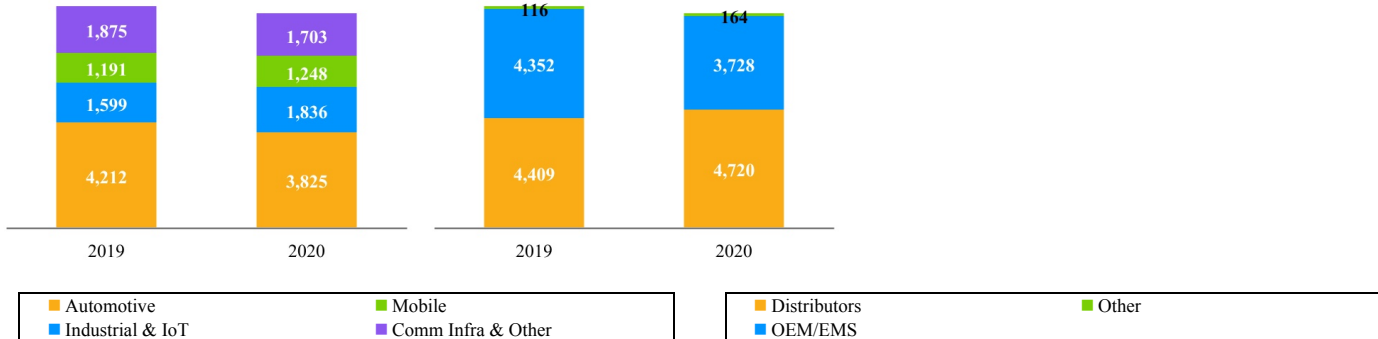
(\$ in millions, unless otherwise stated)	2020	2019	Increase/(decrease)	%
Distributors	4,720	4,409	311	7.1 %
OEM/EMS	3,728	4,352	(624)	(14.3)%
Other	164	116	48	41.4 %
Revenue	8,612	8,877	(265)	(3.0)%

Revenue by geographic region, which is based on the customer's shipped-to location, was as follows:

(\$ in millions, unless otherwise stated)	2020	2019	Increase/(decrease)	%
Greater China (including Asia Pacific)	5,124	4,934	190	3.9%
EMEA (Europe, the Middle East and Africa)	1,538	1,760	(222)	(12.6)%
Americas	977	1,076	(99)	(9.2)%
Japan	647	780	(133)	(17.1)%
South Korea	326	327	(1)	(0.3)%
Revenue	8,612	8,877	(265)	(3.0)%

Revenue by end-market  
\$ in millions

Revenue by sales channel  
\$ in millions



Revenue in the Automotive end market declined \$387 million year-on-year. The decline was due to the COVID-19 pandemic, which impacted automotive supply chains and resulted in many auto OEMs outside of China shutting car production sites, primarily in Europe and North America. The year-on-year declines were most notable in our core automotive products which are more susceptible to variances in auto production rates, including our mainstream auto processors, advanced analog, and sensor products.

Revenue derived from the Industrial & IoT market increased \$237 million year-on-year, driven by the contribution of revenue associated with the recently acquired Marvell wireless connectivity assets for connected IoT solutions. Additionally, revenue increased from higher demand for smart power, high performance analog, and general-purpose microcontrollers, primarily in the distribution channel in Greater China.

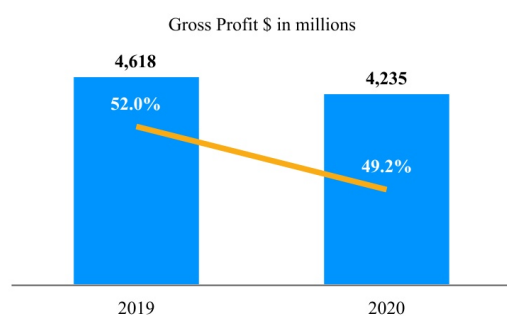
Within the Mobile end-market, revenue increased \$57 million year-on-year. The increase was predominantly associated with continued customer adoption of secure mobile wallet solutions primarily to distributors in Greater China, as well as increased demand for embedded power solutions, which increased sales to distributors mainly in Greater China and OEM sales in Asia Pacific. These increases were offset by the divestment of Voice and Audio Solutions, which closed early in the first quarter of 2020.

Revenue in the Communication Infrastructure & Other end market declined \$172 million year-on-year. The decline was related to reduced demand in Greater China and Asia Pacific for High-Performance Radio Frequency (HPRF) power amplifiers used in 4G cellular base stations, offset by increased demand for network communication processors from distributors and OEM customers. In addition, the overall decline was also offset by revenue related to the acquisition of the Marvell wireless connectivity assets used in access solutions.

#### Gross Profit

Gross profit for the year-ended December 31, 2020 was \$4,235 million, or 49.2% of revenue, compared to \$4,618 million, or 52.0% of revenue, for the year-ended December 31, 2019. The decrease of \$383 million was primarily driven by lower revenue and the reduced internal manufacturing activity during the second and third quarters, further by with the absorption of excess manufacturing fixed costs as a result of abnormal under-loading in our front-

end factories due to the COVID-19 crisis as well as the purchase accounting effect on inventory (\$17 million) resulting from the Marvell acquisition. As a result, the gross margin percentage decreased to 49.2% from 52.0%.



### Operating Expenses

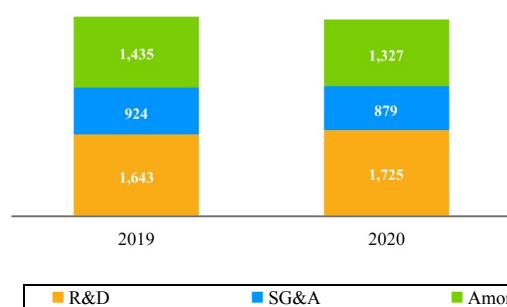
Operating expenses for the year-ended December 31, 2020 totaled \$3,931 million, or 45.6% of revenue, compared to \$4,002 million, or 45.1% of revenue, for the year-ended December 31, 2019.

The following table below presents the composition of operating expenses by line item in the statement of operations.

(\$ in millions, unless otherwise stated)

	2020	% of revenue	2019	% of revenue	% change
Research and development	1,725	20.0 %	1,643	18.5 %	5.0 %
Selling, general and administrative	879	10.2 %	924	10.4 %	(4.9)%
Amortization of acquisition-related intangible assets	1,327	15.4 %	1,435	16.2 %	(7.5)%
Operating expenses	3,931	45.6 %	4,002	45.1 %	(1.8)%

Operating expenses \$ in millions



The decrease in operating expenses was a result of the following items:

Research and development (R&D) costs primarily consist of engineer salaries and wages (including share based compensation and other variable compensation), engineering related costs (including outside services, fixed-asset, IP and other licenses related costs), shared service center costs and other pre-production related expenses.

- R&D costs for the year-ended December 31, 2020 increased by \$82 million, or 5.0%, when compared to last year driven by:
  - + higher cost related to Marvell activities, which were acquired in the last month of 2019;



- + higher restructuring costs;
- + higher share-based compensation expenses;
- + higher pre-production related expenses;
- lower travel expenses;
- lower personnel-related costs, including variable compensation costs; and
- lower cost related to Voice and Audio Solutions (VAS), which was divested on February 3, 2020.

Selling, general and administrative (SG&A) costs primarily consist of personnel salaries and wages (including share based compensation and other variable compensation), communication and IT related costs, fixed-asset related costs and sales and marketing costs (including travel expenses).

- SG&A costs for the year-ended December 31, 2020 decreased by \$45 million, or 4.9%, when compared to last year mainly due to:
    - lower sales and marketing costs;
    - lower travel expenses;
  - lower personnel-related costs, including variable compensation costs;
  - lower professional services;
  - + higher restructuring costs; and
  - + higher share-based compensation expenses as a result of the CEO transition.
- Amortization of acquisition-related intangible assets decreased by \$108 million, or 7.5%, when compared to last year driven by:
    - certain intangibles became fully amortized during 2020;
    - + an impairment charge relative to IPR&D acquired as part of the acquisition of Freescale; and
    - + the start of amortization of intangible assets related to the Marvell acquisition.

**Other Income (Expense)**

Income and expenses derived from manufacturing service arrangements (“MSA”) and transitional service arrangements (“TSA”) that are put into place when we divest a business or activity, are included in other income (expense). These arrangements are short-term in nature and are expected to decrease as the divested business or activity becomes more established.

The following table presents the split of other income (expense) for the years ended December 31, 2020 and 2019:

(\$ in millions)	2020	2019
Result from MSA and TSA arrangements	—	—
Other, net	114	25
Total	114	25

Other income (expense) reflects income of \$114 million for 2020, compared to \$25 million of income in 2019. Included in 2020 is \$110 million relating to the net gain on the sale of the Voice and Audio Solutions (VAS) assets, whereas the 2019 amount included \$20 million relating to the sale of assets.

**Financial Income (Expense)**

(\$ in millions)	For the years ended December 31,	
	2020	2019
Interest income	13	57
Interest expense	(362)	(370)
Total interest expense, net	(349)	(313)
Foreign exchange rate results	(16)	(15)
Extinguishment of debt	(60)	(11)
Miscellaneous financing income (expense) and other, net	8	(11)
Total other financial income (expense)	(68)	(37)
Total	(417)	(350)

Financial income (expense) was an expense of \$417 million in 2020, compared to an expense of \$350 million in 2019. The change in financial income (expense) is primarily attributable to a decrease in interest income of \$44 million, as a result of a lower average cash level and lower interest rates and higher debt extinguishment costs in 2020 versus 2019 of \$49 million. This was partially offset by results on investments of \$24 million.

**Benefit (Provision) for Income Taxes**

We recorded an income tax benefit of \$83 million for the year-ended December 31, 2020, which reflects an effective tax rate of (8300.0)% compared to an expense of \$20 million (6.9%) for the year-ended December 31, 2019.

	2020		2019	
	\$	%	\$	%
Statutory income tax in the Netherlands	—	25.0	73	25.0
Rate differential local statutory rates versus statutory rate of the Netherlands	22	2,175.0	16	5.5
Net change in valuation allowance	35	3,500.0	59	20.2
Non-deductible expenses/losses	61	6,100.0	52	17.8
Netherlands tax incentives	(48)	(4,800.0)	(68)	(23.2)
Foreign tax incentives	(117)	(11,700.0)	(118)	(40.5)
Changes in estimates of prior years' income taxes	(13)	(1,300.0)	(3)	(1.2)
Sale of non-deductible goodwill	10	1,000.0	—	—
Withholding taxes	(31)	(3,100.0)	5	1.8
Other differences	(2)	(200.0)	4	1.5
Effective tax rate	(83)	(8,300.0)	20	6.9

The effective tax rate reflects the impact of tax incentives, a portion of our earnings being taxed in foreign jurisdictions at rates different than the Netherlands statutory tax rate, changes in estimates of prior years' income taxes, change in valuation allowance and non-deductible expenses, sale of non-deductible goodwill and withholding taxes. The impact of these items results in offsetting factors that attribute to the change in the effective tax rate between the two periods, with the significant drivers outlined below:

- The Company benefits from certain tax incentives, which reduce the effective tax rate. The dollar amount of the incentive in any given year is commensurate with the taxable income in that same period. For 2020, the Netherlands tax incentives was lower than 2019 by \$20 million, mainly due to the fact that NXP has a lower qualifying income.
- The difference in valuation allowance in 2020 as compared with 2019 is mainly due to the fact that there was less Netherlands related interest expense impacted by the interest limitation rules as a result of higher qualifying income mainly linked to the divestiture of the VAS business and the lower Netherlands tax incentives.

- The tax effect of the non-deductible goodwill of \$10 million is linked to the divestiture of the VAS business in 2020.
- The difference of \$36 million in the withholding tax benefit in 2020 as compared with 2019 is mainly due to changes in the applicable deferred tax liability rate regarding future remittances of the earnings of foreign subsidiaries and due to additional undistributed earnings being considered permanently reinvested.
- The change in estimates of prior years' income taxes was higher in 2020 as compared to 2019, mostly relating to NXP USA (\$20 million) primarily due to the early adoption of the U.S. regulations issued in Q3 2020. This was partly offset by other changes in estimates relating to multiple jurisdictions.

On a go-forward basis, cash payments for corporate income taxes that are relative to our on-going operations are expected at a quarterly average of \$76 million during 2021. Our future cash payments for income taxes will also be impacted by non-recurring events, resulting in additional payments of \$78 million in total, which will be paid in 2021.

#### **Results Relating to Equity-accounted Investees**

Results relating to equity-accounted investees amounted to a loss of \$4 million in 2020, whereas in 2019, results relating to equity-accounted investees amounted to a gain of \$1 million.

#### **Non-controlling Interests**

Non-controlling interests are related to the third-party share in the results of consolidated companies, predominantly SSMC. Their share of non-controlling interests amounted to a profit of \$28 million for the year-ended December 31, 2020, compared to a profit of \$29 million for the year-ended December 31, 2019.

#### **Financial Condition, Liquidity and Capital Resources**

Thanks to our financial strength, we expect to be able to maintain adequate liquidity as we manage through the current environment impacted by the COVID-19 pandemic. Over the years, NXP has created a business that generates significant cash, thanks to its large and diverse revenue stream. We therefore believe we have sufficient liquidity to satisfy our cash needs. However, we will continue to monitor, evaluate and take action, as necessary, to preserve adequate liquidity and ensure that our business can continue to operate during these uncertain times. We continue to successfully constrain discretionary spending across the organization, re-prioritizing our capital projects, while simultaneously maintaining critical investments in areas that we believe will assure NXP's long-term success.

We derive our liquidity and capital resources primarily from our cash flows from operations. We continue to generate strong positive operating cash flows. As of December 31, 2020, our cash balance was \$2,275 million, an increase of \$1,230 million compared to December 31, 2019 (\$1,045 million). Taking into account the available undrawn amount of the Unsecured Revolving Credit Facility (the "RCF Agreement") of \$1,500 million, we had access to \$3,775 million of liquidity as of December 31, 2020.

We currently use cash to fund operations, meet working capital requirements, for capital expenditures and for potential common stock repurchases, dividends and strategic investments. Based on past performance and current expectations, we believe that our current available sources of funds (including cash and cash equivalents, RCF Agreement, plus anticipated cash generated from operations) will be adequate to finance our operations, working capital requirements, capital expenditures and potential dividends for at least the next year. Our capital expenditures were \$392 million in 2020, compared to \$526 million in 2019.

The common stock repurchase activity was as follows:

(\$ in millions, unless otherwise stated)	2020	2019
Shares repurchased	4,828,913	15,865,718
Cost of shares repurchased	627	1,443
Average price per share	\$129.70	\$90.94

Under Dutch corporate law and our articles of association, NXP may acquire its own shares if the general meeting of shareholders has granted the board of directors the authority to effect such acquisitions. It is our standard practice to request our annual general meeting of shareholders (the “AGM”) every year to renew this authorization for a period of 18 months from the AGM. For repurchases of shares in 2019 and 2020, the board of directors made use of the authorizations renewed by the AGM on June 22, 2018, June 17, 2019 and May 27, 2020, respectively. In October 2018, the board of directors of NXP approved the repurchase of shares so long as the total number of shares held by NXP in treasury does not exceed 20% (approximately 69 million shares) of the number of shares issued, and in November 2019, the board of directors approved the additional repurchase of shares up to a maximum of \$2 billion. During the fiscal year-ended December 31, 2019 NXP repurchased 15.9 million shares, for a total of approximately \$1.4 billion, and during the fiscal year-ended December 31, 2020 NXP repurchased 4.8 million shares, for a total of approximately \$0.6 billion. Under Dutch tax law, the repurchase of a company’s shares by an entity domiciled in the Netherlands results in a taxable event (unless exemptions apply). The tax on the repurchased shares is attributed to the shareholders, with NXP making the payment on the shareholders’ behalf. As such, the tax on the repurchased shares is accounted for within stockholders’ equity.

Subject to Dutch corporate law and our articles of association, the board of directors of NXP may cancel shares acquired if authorized by the general meeting of shareholders. As with repurchases of our shares, it is our standard practice to request our annual general meeting of shareholders (the “AGM”) every year to renew this authorization for a period of 18 months from the AGM. For cancellations of shares in 2019 and 2020, the board of directors made use of the authorizations renewed on June 17, 2019 and May 27, 2020, respectively.

As approved by the board of directors, on November 27, 2019, NXP cancelled some 13.2 million shares and on December 15, 2020, NXP cancelled 26 million shares. As a result, the number of issued NXP shares as per December 15, 2020 is 289,519,638.

Under our Quarterly Dividend Program, interim dividends of \$0.25 per ordinary share were paid on March 15 and June 13, 2019, and dividends of \$0.375 per ordinary share were paid on October 4, 2019; January 6, April 6, July 6, October 5, 2020; and January 5, 2021.

(\$ in millions, unless otherwise stated)	<u>2020</u>	<u>2019</u>
Dividend per share	1.50	1.25
Amount	420	351

Our total debt amounted to \$7,609 million as of December 31, 2020, an increase of \$244 million compared to December 31, 2019 (\$7,365 million). On May 1, 2020, NXP issued \$500 million of 2.7% Senior Unsecured Notes due 2025, \$500 million of 3.15% Senior Unsecured Notes due 2027 and \$1 billion of 3.4% Senior Unsecured Notes due 2030. On September 28, 2020, \$1,350 million of 4.125% Senior Notes due 2021 and \$400 million of 4.625% Senior Notes due 2022 were redeemed in full.

At December 31, 2020, our cash balance was \$2,275 million, of which \$185 million was held by SSMC, our consolidated joint venture company with TSMC. Under the terms of our joint venture agreement with TSMC, a portion of this cash can be distributed by way of a dividend to us, but 38.8% of the dividend will be paid to our joint venture partner. During 2020, \$90 million dividend (2019, no dividend) was declared.

From time to time, we engage in discussions with third parties regarding potential acquisitions of, or investments in, businesses, technologies and product lines. Any such transaction could require significant use of our cash and cash equivalents, or require us to arrange for new debt and equity financing to fund the transaction. Our ability to make scheduled payments or to refinance our debt obligations depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions. In the future, we may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay principal, premium, if any, and interest on our indebtedness. Our business may not generate sufficient cash flow from operations, or we may not have enough capacity under the RCF Agreement, or from other sources in an amount sufficient to enable us to repay our indebtedness, including the RCF Agreement, the unsecured notes or

to fund our other liquidity needs, including working capital and capital expenditure requirements. In any such case, we may be forced to reduce or delay capital expenditures, sell assets or operations, seek additional capital or restructure or refinance our indebtedness. See Part I, Item 1A. *Risk Factors*.

### Cash flows

Our cash and cash equivalents in 2020 increased by \$1,229 million (excluding the effect of changes in exchange rates on our cash position of \$1 million) as follows:

(\$ in millions)	Year ended December 31,	
	2020	2019
Net cash provided by (used for) operating activities	2,482	2,373
Net cash (used for) provided by investing activities	(418)	(2,284)
Net cash provided by (used for) financing activities	(835)	(1,831)
Increase (decrease) in cash and cash equivalents	1,229	(1,742)

#### • Cash Flow from Operating Activities

For the year-ended December 31, 2020 our operating activities provided \$2,482 million in cash. This was primarily the result of net income of \$80 million, adjustments to reconcile the net income of \$1,959 million and changes in operating assets and liabilities of \$438 million. Adjustments to net income includes offsetting non-cash items, such as depreciation and amortization of \$1,988 million, share-based compensation of \$384 million, amortization of the discount on debt and debt issuance costs of \$8 million, a gain on sale of assets of \$(115) million, a loss on extinguishment of debt of \$60 million, a gain on equity securities of \$(21) million, results relating to equity-accounted investees of \$4 million and changes in deferred taxes of \$(349) million.

The change in operating assets and liabilities (working capital accounts) was attributable to the following:

The \$51 million increase in receivables and other current assets was primarily due to the increase in trade accounts receivable, net, which was driven by the increasing linearity in revenue and the related timing of cash collections in the fourth quarter of 2020 compared with the same period in 2019.

The \$163 million decrease in inventories was primarily related to existing inventory on hand supplying the increase in revenues at the end of the third quarter 2020 continuing into the fourth quarter 2020, while production levels have been increased to align future inventory on hand with the current demand forecasts.

The \$319 million increase in accounts payable and other liabilities was primarily related to increases in trade accounts payable of \$47 million, other liabilities of \$119 million related to income and social taxes payable, \$50 million related to accruals for employee compensation, \$41 million related to restructuring, and \$5 million in interest payable. An additional increase of \$57 million of other movements including the non-cash adjustment for capital expenditures and purchase licenses.

For the year-ended December 31, 2019 our operating activities provided \$2,373 million in cash. This was primarily the result of net income of \$272 million, adjustments to reconcile the net income of \$2,261 million and changes in operating assets and liabilities of \$(173) million. Net income includes offsetting non-cash items, such as depreciation and amortization of \$2,047 million, share-based compensation of \$346 million, amortization of the discount on debt and debt issuance costs of \$53 million, a gain on sale of assets of \$(20) million, a loss on extinguishment of debt of \$11 million, results relating to equity-accounted investees of \$(1) million and changes in deferred taxes of \$(175) million.

• **Cash Flow from Investing Activities**

Net cash used for investing activities amounted to \$418 million for the year-ended December 31, 2020 and principally consisted of the cash outflows for capital expenditures of \$392 million, \$130 million for the purchase of identified intangible assets, \$34 million purchases of interests in businesses (net of cash acquired), and \$30 million purchase of investments, partly offset by proceeds of \$161 million from the sale of our Voice and Audio Solution assets (net of cash).

Net cash used for investing activities amounted to \$2,284 million for the year-ended December 31, 2019 and principally consisted of the cash outflows for purchases of interests in businesses (net of cash) of \$1,698 million, relating to the acquisition of the Wifi assets of Marvell, capital expenditures of \$526 million and \$102 million for the purchase of identified intangible assets, partly offset by proceeds of \$37 million from the sale of businesses (net of cash) and \$23 million from the disposal of property, plant and equipment.

• **Cash Flow from Financing Activities**

Net cash used for financing activities was \$835 million for the year-ended December 31, 2020 compared to \$1,831 million for the year-ended December 31, 2019. The cash flows related to financing transactions in 2020 and 2019 are primarily related to the financing activities described below under the captions *2020 Financing Activities* and *2019 Financing Activities*.

In addition to the financing activities described below, net cash used for financing activities by year included:

(\$ in millions)	Year ended December 31,	
	2020	2019
Dividends paid to non-controlling interests	(35)	—
Dividends paid to common stockholders	(420)	(319)
Cash proceeds from exercise of stock options	72	84
Purchase of treasury shares	(627)	(1,443)
Cash paid on behalf of shareholders for tax on repurchased shares	—	(128)
Other, net	(1)	—

**2020 Financing Activities**

*2025, 2027 and 2030 Senior Unsecured Notes*

On May 1, 2020, NXP B.V., together with NXP USA Inc. and NXP Funding LLC, issued \$500 million of 2.7% Senior Unsecured Notes due 2025, \$500 million of 3.15% Senior Unsecured Notes due 2027 and \$1 billion of 3.4% Senior Unsecured Notes due 2030. NXP used the net proceeds of the offering of these notes to repay in full on September 28, 2020, the \$1,350 million aggregate principal amount of outstanding 4.125% Senior Notes due 2021 and the \$400 million aggregate principal amount of outstanding 4.625% Senior Notes due 2022.

**2019 Financing Activities**

*2024 Revolving Credit Facility*

On June 11, 2019, NXP B.V. together with NXP Funding LLC, entered into a \$1.5 billion unsecured revolving credit facility agreement maturing June 11, 2024, replacing the \$600 million secured revolving credit facility, entered into on December 7, 2015.

*2020 Senior Notes*

On June 11, 2019, NXP B.V. together with NXP Funding LLC, commenced a cash tender offer for any and all of their \$600 million outstanding aggregate principal amount of the 4.125% Senior Notes due 2020 (“4.125% 2020 Notes”). An amount of \$553 million aggregate principal amount of the 4.125% 2020 Notes were

tendered in this offer and retired on June 18, 2019. The remaining \$47 million were redeemed under the terms of the indenture governing these notes on July 3, 2019.

*2026 and 2029 Senior Unsecured Notes*

On June 18, 2019, NXP B.V., together with NXP USA Inc. and NXP Funding LLC, issued \$750 million of 3.875% Senior Unsecured Notes due 2026 and \$1 billion of 4.3% Senior Unsecured Notes due 2029. NXP used a portion of the net proceeds of the offering of these notes to repay in full, the 2020 Senior Notes, as described above. The remaining proceeds were used to refinance the \$1,150 million aggregate principal amount of Cash Convertible Notes due 2019 issued by NXP Semiconductors N.V. on December 1, 2014 upon the maturity of these notes on December 1, 2019.

*2019 Cash Convertible Senior Notes*

On December 2, 2019, NXP repaid the Cash Convertible Notes upon their maturity through a combination of available cash and payments made by the counterparties under privately negotiated convertible note hedge transactions (the "Cash Convertible Notes Hedges"), as further described in Note 14 of the notes to consolidated financial statements in this report.

## Debt Position

### Short-term Debt

As of December 31, 2020 and 2019, there was no short-term debt outstanding.

### Long-term Debt

As of December 31, 2020 and 2019, we had outstanding debt of:

(\$ in millions)	December 31, 2019	Accrual/release Original Issuance/Debt Discount and Debt Issuance Cost	Debt Exchanges/ Repurchase/ New Borrowings	December 31, 2020
U.S. dollar-denominated 4.125% senior unsecured notes due June 2021 <sup>(1)</sup>	1,350	—	(1,350)	—
U.S. dollar-denominated 4.625% senior unsecured notes due June 2022 <sup>(2)</sup>	398	2	(400)	—
U.S. dollar-denominated 3.875% senior unsecured notes due September 2022 <sup>(3)</sup>	997	1	—	998
U.S. dollar-denominated 4.625% senior unsecured notes due June 2023 <sup>(4)</sup>	896	1	—	897
U.S. dollar-denominated 4.875% senior unsecured notes due March 2024 <sup>(5)</sup>	994	2	—	996
U.S. dollar-denominated 2.7% senior unsecured notes due May 2025 <sup>(6)</sup>	—	—	497	497
U.S. dollar-denominated 5.35% senior unsecured notes due March 2026 <sup>(5)</sup>	497	1	—	498
U.S. dollar-denominated 3.875% senior unsecured notes due June 2026 <sup>(7)</sup>	746	—	—	746
U.S. dollar-denominated 3.15% senior unsecured notes due May 2027 <sup>(6)</sup>	—	1	496	497
U.S. dollar-denominated 5.55% senior unsecured notes due December 2028 <sup>(5)</sup>	496	—	—	496
U.S. dollar-denominated 4.3% senior unsecured notes due June 2029 <sup>(7)</sup>	991	1	—	992
U.S. dollar-denominated 3.4% senior unsecured notes due May 2030 <sup>(6)</sup>	—	—	992	992
	7,365	9	235	7,609
RCF Agreement <sup>(8)</sup>	—	—	—	—
<b>Total long-term debt</b>	<b>7,365</b>	<b>9</b>	<b>235</b>	<b>7,609</b>

(1) On May 23, 2016, and August 1, 2016, we issued \$850 million and \$500 million, respectively, aggregate principal amount of 4.125% Senior Unsecured Notes due 2021. On September 28, 2020, the Notes were redeemed in full.

(2) On June 9, 2015, we issued \$400 million aggregate principal amount of 4.625% Senior Unsecured Notes due 2022. On September 28, 2020, the Notes were redeemed in full.

(3) On August 11, 2016, we issued \$1,000 million aggregate principal amount of 3.875% Senior Unsecured Notes due 2022.

(4) On May 23, 2016, we issued \$900 million aggregate principal amount of 4.625% Senior Unsecured Notes due 2023.

(5) On December 6, 2018, we issued \$1,000 million aggregate principal amount of 4.875% Senior Unsecured Notes due 2024, \$500 million aggregate principal amount of 5.35% Senior Unsecured Notes due 2026 and \$500 million aggregate principal amount of 5.55% Senior Unsecured Notes due 2028.



- (6) On May 1, 2020, we issued \$500 million aggregate principal amount of 2.7% Senior Unsecured Notes due 2025, \$500 million aggregate principal amount of 3.15% Senior Unsecured Notes due 2027 and \$1 billion aggregate principal amount of 3.4% Senior Unsecured Notes due 2030.
- (7) On June 18, 2019, we issued \$750 million of 3.875% Senior Unsecured Notes due 2026 and \$1 billion of 4.3% Senior Unsecured Notes due 2029.
- (8) On June 11, 2019, we entered into a \$1.5 billion unsecured revolving credit facility agreement, replacing the \$600 million secured revolving credit facility, entered into on December 7, 2015.

We may from time to time continue to seek to retire or purchase our outstanding debt through cash purchases and/or exchanges, in open market purchases, privately negotiated transactions or otherwise. See the discussion in Part II, Item 7. *Financial Condition, Liquidity and Capital Resources* above.

#### 2019 Cash Convertible Senior Notes

We repaid the Cash Convertible Notes upon their maturity on December 1, 2019 through a combination of available cash and payments made by the counterparties under privately negotiated convertible note hedge transactions (the "Cash Convertible Notes Hedges"), as further described in Note 14 of the notes to consolidated financial statements in this report.

For a detailed description of the Warrants underlying the Cash Convertible Notes Hedge, refer to Note 14 of the notes to the consolidated financial statements included in this report.

#### Off-Balance Sheet Arrangements

As of December 31, 2020, we had no material off-balance sheet arrangements.

#### Contractual Obligations

Presented below is a summary of our contractual obligations as of December 31, 2020.

(\$ in millions)	Total	2021	2022	2023	2024	2025	2026 and thereafter
Principal payments on debt	7,650	—	1,000	900	1,000	500	4,250
Interest payments on debt	1,674	319	306	256	198	181	414
Finance lease obligations	31	3	3	3	3	3	16
Operating lease obligations	256	64	50	44	28	23	47
Long-term purchase obligations	372	203	99	14	13	12	31
Technology license obligations	132	78	35	7	12	—	—
Total contractual cash obligations <sup>(1)</sup>	10,115	667	1,493	1,224	1,254	719	4,758

- (1) As of December 31, 2020, we had reserves of \$175 million recorded for uncertain tax positions, including interest and penalties. We are not including this amount in the long-term contractual obligations table presented because of the difficulty in making reasonably reliable estimates of the timing of cash settlements, if any, with the respective taxing authorities.
- (2) Certain of these obligations are denominated in currencies other than U.S. dollars, and have been translated from foreign currencies into U.S. dollars based on a period ending rate of \$1.2280 per €1.00, in effect at December 31, 2020. As a result, the actual payments will vary based on any change in exchange rate.

In addition to the above obligations, we enter into a variety of agreements in the normal course of business, containing provisions that certain penalties may be charged if we do not fulfill our commitments. It is not possible to predict with certainty the maximum potential amount of future payments under these or similar provisions due to the conditional nature of our obligations and the unique facts and circumstances involved in each particular case. Historically, payments pursuant to such provisions have not been material and we believe that any future payments required pursuant to such provisions would not have a material adverse effect on our consolidated financial condition. However, such payments may be material to our Consolidated Statement of Operations for a specific period.

We sponsor pension plans in many countries in accordance with legal requirements, customs and the local situation in the countries involved. These are defined-benefit pension plans, defined contribution pension plans and multi-employer plans. Contributions to funded pension plans are made as necessary, to provide sufficient assets to meet future benefits payable to plan participants. These contributions are determined by various factors, including funded status, legal and tax considerations and local customs. The expected cash outflows in 2021 and subsequent years are uncertain and may change as a consequence of statutory funding requirements as well as changes in actual versus currently assumed discount rates, estimations of compensation increases and returns on pension plan assets.

### **Critical Accounting Estimates**

The preparation of financial statements and related disclosures in accordance with U.S. GAAP requires our management to make judgments, assumptions and estimates that affect the amounts reported in our Consolidated Financial Statements and the accompanying notes. Our management bases its estimates and judgments on historical experience, current economic and industry conditions and on various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

The methods, estimates, and judgments that we use in applying our accounting policies have a significant impact on the results that we report in our Consolidated Financial Statements. Some of our accounting policies require us to make difficult and subjective judgments, often as a result of the need to make estimates regarding matters that are inherently uncertain. Our most critical accounting estimates include:

- the valuation of inventory, which impacts gross margin;
- the assessment of recoverability of goodwill, identified intangible assets and tangible fixed assets, which impacts gross margin or operating expenses when we record asset impairments or accelerate their depreciation or amortization;
- revenue recognition, which impacts our results of operations;
- the recognition of current and deferred income taxes (including the measurement of uncertain tax positions), which impacts our provision for income taxes;
- the assumptions used in the determination of postretirement benefit obligations, which impacts operating expenses;
- the assumptions used in the determination of share based compensation, which impacts gross margin and operating expenses; and
- the recognition and measurement of loss contingencies, which impacts gross margin or operating expenses when we recognize a loss contingency or revise the estimates for a loss contingency.

In the following section, we discuss these policies further, as well as the estimates and judgments involved.

### ***Inventories***

Inventories are valued at the lower of cost or net realizable value. We regularly review our inventories and write down our inventories for estimated losses due to obsolescence. This allowance is determined for groups of products based on sales of our products in the recent past and/or expected future demand. Future demand is affected by market conditions, technological obsolescence, new products and strategic plans, each of which is subject to change with little or no forewarning. In estimating obsolescence, we utilize information that includes projecting future demand.

The need for strategic inventory levels to ensure competitive delivery performance to our customers are balanced against the risk of inventory obsolescence due to rapidly changing technology and customer requirements.

The change in our reserves for inventories was primarily due to the normal review and accrual of obsolete or excess inventory. If actual future demand or market conditions are less favorable than those projected by our management, additional inventory write-downs may be required.

### **Goodwill**

Goodwill is required to be assessed for impairment at least once annually, or more frequently if indicators of potential impairment exist, which includes evaluating qualitative and quantitative factors to assess the likelihood of an impairment of a reporting unit's goodwill. Such events or changes in circumstances can be significant changes in business climate, operating performance or competition, or upon the disposition of a significant portion of a reporting unit. A significant amount of judgment is involved in determining if an indicator of impairment has occurred between annual test dates. We perform impairment tests using a fair value approach when necessary. Determining the fair value of a reporting unit involves the use of significant estimates and assumptions, including projected future cash flows, discount rates based on weighted average cost of capital and future economic and market conditions. We base our fair-value estimates on assumptions we believe to be reasonable. Actual cash flow amounts for future periods may differ from estimates used in impairment testing.

We perform our annual impairment test for goodwill in the fourth quarter of each fiscal year. We did not recognize any impairment charges for goodwill in the years presented, as our annual impairment testing indicated that the fair value exceeded the recorded value for the respective reporting unit.

### **Impairment or disposal of identified long-lived assets**

We perform reviews of long-lived assets including property, plant and equipment, and intangible assets subject to amortization, whenever facts and circumstances indicate that the useful life is shorter than what we had originally estimated or that the carrying amount of assets may not be recoverable. If such facts and circumstances exist, we assess the recoverability of the long-lived assets by comparing the projected undiscounted net cash flows associated with the related asset or group of assets over their remaining lives against their respective carrying amounts. In the event such cash flows are not expected to be sufficient to recover the recorded value of the assets, the assets are written down to their estimated fair values based on the expected discounted future cash flows attributable to the assets or based on appraisals. Impairment losses, if any, are based on the excess of the carrying amount over the fair value of those assets. Long-lived assets to be disposed of by sale are reported at the lower of their carrying amounts or their estimated fair values less costs to sell and are not depreciated.

The assumptions and estimates used to determine future values and remaining useful lives of our intangible and other long-lived assets are complex and subjective. They can be affected by various factors, including external factors such as industry and economic trends, and internal factors such as changes in our business strategy and our forecasts for specific product lines. In 2020, we recognized impairment charges of \$36 million, relative to IPR&D that was acquired from Freescale. In 2019 and 2018, we had no impairments.

### **Revenue recognition**

The Company recognizes revenue under the core principle to depict the transfer of control to customers in an amount reflecting the consideration the Company expects to be entitled. In order to achieve that core principle, the Company applies the following five step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

The vast majority of the Company's revenue is derived from the sale of semiconductor products to distributors, Original Equipment Manufacturers ("OEMs") and similar customers. In determining the transaction price, the Company evaluates whether the price is subject to refund or adjustment to determine the consideration to which the Company expects to be entitled. Variable consideration is estimated and includes the impact of discounts, price protection, product returns and distributor incentive programs. The estimate of variable consideration is dependent on a variety of factors, including contractual terms, analysis of historical data, current economic conditions, industry demand and both the current and forecasted pricing environments. The estimate of variable consideration is not constrained because the Company has extensive experience with these contracts.

Revenue is recognized when control of the product is transferred to the customer (i.e., when the Company's performance obligation is satisfied), which typically occurs at shipment. In determining whether

control has transferred, the Company considers if there is a present right to payment and legal title, and whether risks and rewards of ownership having transferred to the customer.

For sales to distributors, revenue is recognized upon transfer of control to the distributor. For some distributors, contractual arrangements are in place which allow these distributors to return products if certain conditions are met. These conditions generally relate to the time period during which a return is allowed and reflect customary conditions in the particular geographic market. Other return conditions relate to circumstances arising at the end of a product life cycle, when certain distributors are permitted to return products purchased during a pre-defined period after the Company has announced a product's pending discontinuance. These return rights are a form of variable consideration and are estimated using the most likely method based on historical return rates in order to reduce revenues recognized. However, long notice periods associated with these announcements prevent significant amounts of product from being returned. For sales where return rights exist, the Company has determined, based on historical data, that only a very small percentage of the sales of this type to distributors is actually returned. Repurchase agreements with OEMs or distributors are not entered into by the Company.

Sales to most distributors are made under programs common in the semiconductor industry whereby distributors receive certain price adjustments to meet individual competitive opportunities. These programs may include credits granted to distributors, or allow distributors to return or scrap a limited amount of product in accordance with contractual terms agreed upon with the distributor, or receive price protection credits when our standard published prices are lowered from the price the distributor paid for product still in its inventory. In determining the transaction price, the Company considers the price adjustments from these programs to be variable consideration that reduce the amount of revenue recognized. The Company's policy is to estimate such price adjustments using the most likely method based on rolling historical experience rates, as well as a prospective view of products and pricing in the distribution channel for distributors who participate in our volume rebate incentive program. We continually monitor the actual claimed allowances against our estimates, and we adjust our estimates as appropriate to reflect trends in pricing environments and inventory levels. The estimates are also adjusted when recent historical data does not represent anticipated future activity. Historically, actual price adjustments for these programs relative to those estimated have not materially differed.

### ***Income taxes***

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the expected tax consequences of temporary differences between the tax basis of assets and liabilities and their reported amounts. Measurement of deferred tax assets and liabilities is based upon the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred tax liabilities for withholding taxes on dividends from subsidiaries are recognized in situations where the company does not consider the earnings indefinitely reinvested and to the extent that these withholding taxes are not expected to be refundable.

Deferred tax assets, including assets arising from loss carryforwards, are recognized, net of a valuation allowance, if based upon the available evidence it is more likely than not that the asset will be realized.

The income tax benefit from an uncertain tax position is recognized only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authorities. The income tax benefit recognized is measured based on the largest benefit that is more than 50% likely to be realized upon resolution of the uncertainty. Unrecognized tax benefits are presented as a reduction to the deferred tax asset for related net operating loss carryforwards, unless these would not be available, in which case the uncertain tax benefits are presented together with the related interest and penalties as a liability, under accrued liabilities and other non-current liabilities based on the timing of the expected payment. Penalties are recorded as income tax expense, whereas interest is reported as financial expense in the statement of operations.

**Postretirement benefits**

The Company's employees participate in pension and other postretirement benefit plans in many countries. The costs of pension and other postretirement benefits and related assets and liabilities with respect to the Company's employees participating in defined-benefit plans are based upon actuarial valuations.

The projected defined-benefit obligation is calculated annually by qualified actuaries using the projected unit credit method. For the Company's major plans, the discount rate is derived from market yields on high quality corporate bonds. Plans in countries without a deep corporate bond market use a discount rate based on the local government bond rates.

In calculating obligation and expense, the Company is required to select actuarial assumptions. These assumptions include discount rate, expected long-term rate of return on plan assets and rates of increase in compensation costs determined based on current market conditions, historical information and consultation with and input from our actuaries. Changes in the key assumptions can have a significant impact to the projected benefit obligations, funding requirements and periodic pension cost incurred.

The Company determines the fair value of plan assets based on quoted prices or comparable prices for non-quoted assets. For a defined-benefit pension plan, the benefit obligation is the projected benefit obligation; for any other postretirement defined benefit plan it is the accumulated postretirement benefit obligation.

**Share-based compensation**

We recognize compensation expense for all share-based awards based on the grant-date estimated fair values, net of an estimated forfeiture rate. We use the Black-Scholes option pricing model to determine the estimated fair value for certain awards. Share-based compensation cost for restricted share units ("RSUs") with time-based vesting is measured based on the closing fair market value of our common stock on the date of the grant, reduced by the present value of the estimated expected future dividends, and then multiplied by the number of RSUs granted. Share-based compensation cost for performance-based share units ("PSUs") granted with performance or market conditions is measured using a Monte Carlo simulation model on the date of grant.

Our valuation models and generally accepted valuation techniques require us to make assumptions and to apply judgment to determine the fair value of our awards. These assumptions and judgments include estimating the volatility of our stock price, expected dividend yield, employee turnover rates and employee stock option exercise behaviors. When establishing the expected life assumption, we used the 'simplified' method prescribed in ASC Topic 718 for companies that do not have adequate historical data. The risk-free interest rate is measured as the prevailing yield for a U.S. Treasury security with a maturity similar to the expected life assumption. We also estimate a forfeiture rate at the time of grant and revise this rate in subsequent periods if actual forfeitures or vesting differ from the original estimates.

We evaluate the assumptions used to value our awards on a quarterly basis. If factors change and we employ different assumptions, share-based compensation expense may differ significantly from what we have recorded in the past. If there are any modifications or cancellation of the underlying unvested securities, we may be required to accelerate, increase or cancel any remaining unearned share-based compensation expense.

**Litigation and claims**

We are regularly involved as plaintiffs or defendants in claims and litigation related to our past and current business operations. The claims can cover a broad range of topics, including intellectual property, reflecting the Company's identity as a global manufacturing and technology business. The Company vigorously defends itself against improper claims, including those asserted in litigation. Due to the unpredictable nature of litigation, there can be no assurance that the Company's accruals will be sufficient to cover the extent of its potential exposure to losses but, historically, legal actions have not had a material adverse effect on the Company's business, results of operations or financial condition.

The estimated aggregate range of reasonably possible losses is based on currently available information in relation to the claims that have arisen and on the Company's best estimate of such losses for those cases for which such estimate can be made. For certain claims, the Company believes that an estimate cannot currently be made. The estimated aggregate range requires significant judgment, given the varying stages of the proceedings (including the fact that many of them are currently in preliminary stages), the existence of multiple defendants (including the Company) in such claims whose share of liability has yet to be determined, the numerous yet-unresolved issues in many of the claims, and the attendant uncertainty of the various potential outcomes of such claims. Accordingly, the Company's estimate will change from time to time, and actual losses may be more than the current estimate.

#### **Use of Certain Non-GAAP Financial Measures**

In addition to disclosing financial results in accordance with U.S. GAAP, this document contains references to net debt. Net debt is a non-GAAP financial measure and represents total debt (short-term and long-term) after deduction of cash and cash equivalents. We believe this measure provides investors with useful supplemental information about the financial performance of our business, enables comparison of financial results between periods where certain items may vary independent of business performance, and allows for greater transparency with respect to calculating our net leverage.

We understand that, although net debt is used by investors and securities analysts in their evaluation of companies, this concept has limitations as an analytical tool and it should not be used as an alternative to any other measure in accordance with U.S. GAAP.

#### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to changes in interest rates and foreign currency exchange rates because we finance certain operations through fixed and variable rate debt instruments and denominate our transactions in a variety of foreign currencies. Changes in these rates may have an impact on future cash flow and earnings. We manage these risks through normal operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. We do not enter into financial instruments for trading or speculative purposes.

By using derivative instruments, we are subject to credit and market risk. The fair market value of the derivative instruments is determined by using valuation models whose inputs are derived using market observable inputs, including interest rate yield curves, as well as foreign exchange and commodity spot and forward rates, and reflects the asset or liability position as of the end of each reporting period. When the fair value of a derivative contract is positive, the counterparty owes us, thus creating a receivable risk for us. We are exposed to counterparty credit risk in the event of non-performance by counterparties to our derivative agreements. We minimize counterparty credit (or repayment) risk by entering into transactions with major financial institutions of investment grade credit rating. Our exposure to market risk is not hedged in a manner that completely eliminates the effects of changing market conditions on earnings or cash flow.

#### **Interest Rate Risk**

Our RCF Agreement has a \$1,500 million borrowing capacity with a floating rate interest. As there are currently no borrowings under this facility, a hypothetical increase in LIBOR based interest rates would not have caused any change to our interest expense on our floating rate debt.

Additional information regarding our notes is provided in Note 2 - Significant Accounting Policies, and Note 14 - Debt, of our notes to the Consolidated Financial Statements included in Item 8. of this Annual Report is incorporated herein by reference.

#### **Foreign Currency Risks**

We are also exposed to market risk from changes in foreign currency exchange rates, which could affect operating results as well as our financial position and cash flows. We monitor our exposures to these market risks and generally employ operating and financing activities to offset these exposures where appropriate. If we do not have operating or financing activities to sufficiently offset these exposures, from time to time, we may employ derivative financial instruments such as swaps, collars, forwards, options or other instruments to limit the

volatility to earnings and cash flows generated by these exposures. Derivative financial instruments are only used for hedging purposes and not for trading or speculative purposes. Counterparties to our derivatives contracts are all major banking institutions. In the event of financial insolvency or distress of a counterparty to our derivative financial instruments, we may be unable to settle transactions if the counterparty does not provide us with sufficient collateral to secure its net settlement obligation to us, which could have a negative impact on our results. The Company measures all derivative financial instruments based on fair values derived from market prices of the instruments or from option pricing models, as appropriate and record these as assets or liabilities in the balance sheet. Changes in the fair values are recognized in the statement of operations immediately unless cash flow hedge accounting is applied. A summary of our foreign currency accounting policies is provided in Note 2 - Significant Accounting Policies, of our notes to the Consolidated Financial Statements included in Item 8. of this Annual Report is incorporated herein by reference.

At December 31, 2020 our net asset related to foreign currency forward contracts designated as hedges of foreign currency risk on certain operating expenditure transactions was \$18 million. If our forecasted operating expenditures for currencies in which we hedge were to decline by 20% and foreign exchange rates were to change unfavorably by 20% in our hedged foreign currency, we would incur a negligible loss.

Financial assets and liabilities held by consolidated subsidiaries that are not denominated in the functional currency of those entities are subject to the effects of currency fluctuations and may affect reported earnings. As a global company, we face exposure to adverse movements in foreign currency exchange rates. We may hedge currency exposures associated with certain assets and liabilities denominated in nonfunctional currencies and certain anticipated nonfunctional currency transactions. As a result, we could experience unanticipated gains or losses on anticipated foreign currency cash flows, as well as economic loss with respect to the recoverability of investments.

Our primary foreign currency exposure relates to the U.S. dollar to euro exchange rate. However, our foreign currency exposures also relate, but are not limited, to the Chinese Yuan, the Japanese Yen, the Pound Sterling, the Malaysian Ringgit, the Singapore Dollar, the Taiwan Dollar and the Thailand Baht.

**Item 8. Financial Statements and Supplementary Data**

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## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of NXP Semiconductors N.V.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of NXP Semiconductors N.V. (the Company) as of December 31, 2020, the related consolidated statement of operations, comprehensive income, changes in equity and cash flows for the year ended December 31, 2020, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020, and the results of its operations and its cash flows for the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission “(2013 framework)”, and our report dated February 25, 2021 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit 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 audit 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. We believe that our audit provides a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter 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.

## Uncertain tax positions

### *Description of the Matter*

As discussed in Note 7, at December 31, 2020, the Company had approximately \$161 million of unrecognized tax benefits associated with uncertain tax positions. Uncertainty in a tax position may arise as tax laws are subject to interpretation. The Company uses significant judgment in (1) determining whether a tax position's technical merits are more-likely-than-not to be sustained and (2) measuring the amount of tax benefit that qualifies for recognition.

As part of our initial audit, auditing the recognition and measurement of tax positions related to uncertain tax positions involved significant auditor judgment and use of tax professionals with specialized skills and knowledge because both the recognition and measurement of the tax positions are complex, highly judgmental and based on interpretations of tax laws and legal rulings.

### *How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's process to record the reserve for uncertain tax positions. For example, we tested controls over management's evaluation of the technical merits of tax positions and identification of uncertain tax positions and the controls to measure the benefit of those tax positions, including management's review of the inputs and calculations of unrecognized tax benefits resulting from uncertain tax positions.

To test the amounts recorded as uncertain tax positions we involved our tax professionals with specialized skills and knowledge to evaluate the technical merits of the Company's tax positions. Our procedures included, among others, inspecting correspondence, assessments and settlements from the relevant tax authorities and evaluating income tax opinions or other third-party advice obtained by the Company. We also applied our knowledge and experience with the application of federal, foreign and state income tax laws to evaluate the Company's accounting for those tax positions. We analyzed the Company's assumptions and data used to determine the amount of tax benefit to recognize and tested the accuracy of the calculations. We also evaluated the Company's income tax disclosures included in Note 7 in relation to these matters.

/s/ Ernst & Young Accountants LLP

We have served as the Company's auditor since 2020.

Eindhoven, the Netherlands  
February 25, 2021

## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of NXP Semiconductors N.V.

### Opinion on Internal Control Over Financial Reporting

We have audited NXP Semiconductors N.V.'s internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, NXP Semiconductors N.V. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2020, the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for the year ended December 31, 2020 and the related notes and our report dated February 25, 2021 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### 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 (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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.

/s/ Ernst & Young Accountants LLP

Eindhoven, the Netherlands  
February 25, 2021

## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
NXP Semiconductors N.V.

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheet of NXP Semiconductors N.V. and subsidiaries (the Company) as of December 31, 2019, the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for each of the years in the two-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements 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 audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits 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. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG Accountants N.V.

We served as the Company's auditor from 2009 to 2019.

Amstelveen, the Netherlands  
February 27, 2020

**NXP Semiconductors N.V.**  
**Consolidated Statements of Operations**

(\$ in millions, unless otherwise stated)

	For the years ended December 31,		
	2020	2019	2018
Revenue	8,612	8,877	9,407
Cost of revenue	(4,377)	(4,259)	(4,556)
<b>Gross profit</b>	<b>4,235</b>	<b>4,618</b>	<b>4,851</b>
Research and development	(1,725)	(1,643)	(1,700)
Selling, general and administrative	(879)	(924)	(993)
Amortization of acquisition-related intangible assets	(1,327)	(1,435)	(1,449)
Total operating expenses	(3,931)	(4,002)	(4,142)
Other income (expense)	114	25	2,001
<b>Operating income (loss)</b>	<b>418</b>	<b>641</b>	<b>2,710</b>
Financial income (expense):			
Extinguishment of debt	(60)	(11)	(26)
Other financial income (expense)	(357)	(339)	(309)
<b>Income (loss) before income taxes</b>	<b>1</b>	<b>291</b>	<b>2,375</b>
Benefit (provision) for income taxes	83	(20)	(176)
Results relating to equity-accounted investees	(4)	1	59
<b>Net income (loss)</b>	<b>80</b>	<b>272</b>	<b>2,258</b>
Less: Net income (loss) attributable to non-controlling interests	28	29	50
Net income (loss) attributable to stockholders	52	243	2,208
<b>Earnings per share data:</b>			
<i>Net income (loss) per common share attributable to stockholders in \$:</i>			
– Basic	0.19	0.86	6.78
– Diluted	0.18	0.85	6.72
<i>Weighted average number of shares of common stock outstanding during the year (in thousands):</i>			
– Basic	279,763	282,056	325,781
– Diluted	283,809	285,911	328,606

See accompanying notes to the Consolidated Financial Statements.

**NXP Semiconductors N.V.**  
**Consolidated Statements of Comprehensive Income**

(\$ in millions, unless otherwise stated)

	For the years ended December 31,		
	2020	2019	2018
<b>Net income (loss)</b>	80	272	2,258
<b>Other comprehensive income (loss), net of tax:</b>			
Change in fair value cash flow hedges *	9	5	(11)
Change in foreign currency translation adjustment *	78	(15)	(51)
Change in net actuarial gain (loss)	(45)	(38)	5
Change in net unrealized gains (losses) available-for-sale securities *	—	—	3
<b>Total other comprehensive income (loss)</b>	42	(48)	(54)
<b>Total comprehensive income (loss)</b>	122	224	2,204
Less: Comprehensive income (loss) attributable to non-controlling interests	28	29	50
<b>Total comprehensive income (loss) attributable to stockholders</b>	94	195	2,154

\* Reclassification adjustments included in Cost of revenue, Selling, general and administrative, Research and development and Results relating to equity-accounted investees in the Consolidated Statements of Operations.

See accompanying notes to the Consolidated Financial Statements.

**NXP Semiconductors N.V.**  
**Consolidated Balance Sheets**

(\$ in millions, unless otherwise stated)	As of December 31,	
	2020	2019
<b>Assets</b>		
<b>Current assets:</b>		
Cash and cash equivalents	2,275	1,045
Accounts receivables, net	765	667
Assets held for sale	—	50
Inventories, net	1,030	1,192
Other current assets	254	313
Total current assets	<u>4,324</u>	<u>3,267</u>
<b>Non-current assets:</b>		
Other non-current assets	1,013	732
Property, plant and equipment, net	2,284	2,448
Identified intangible assets, net	2,242	3,620
Goodwill	9,984	9,949
Total non-current assets	<u>15,523</u>	<u>16,749</u>
<b>Total assets</b>	<u>19,847</u>	<u>20,016</u>
<b>Liabilities and equity</b>		
<b>Current liabilities:</b>		
Accounts payable	991	944
Restructuring liabilities - current	60	32
Accrued liabilities	966	815
Total current liabilities	<u>2,017</u>	<u>1,791</u>
<b>Non-current liabilities:</b>		
Long-term debt	7,609	7,365
Restructuring liabilities	14	—
Deferred tax liabilities	85	282
Other non-current liabilities	971	923
Total non-current liabilities	<u>8,679</u>	<u>8,570</u>
<b>Equity:</b>		
Non-controlling interests	207	214
Stockholders' equity:		
Preferred stock, par value €0.20 per share:		
Authorized: 645,754,500 (2019: 645,754,500 shares)		
Issued: none		
Common stock, par value €0.20 per share:		
Authorized: 430,503,000 shares (2019: 430,503,000 shares)		
Issued and fully paid: 289,519,638 shares (2019: 315,519,638 shares)	59	64
Capital in excess of par value	14,133	15,184
Treasury shares, at cost:		
9,044,952 shares (2019: 34,082,242 shares)	(1,037)	(3,037)
Accumulated other comprehensive income (loss)	117	75
Accumulated deficit	(4,328)	(2,845)
Total Stockholders' equity	<u>8,944</u>	<u>9,441</u>
Total equity	<u>9,151</u>	<u>9,655</u>
<b>Total liabilities and equity</b>	<u>19,847</u>	<u>20,016</u>

See accompanying notes to the Consolidated Financial Statements.

**NXP Semiconductors N.V.**  
**Consolidated Statements of Cash Flows**

(\$ in millions, unless otherwise stated)

	For the years ended December 31,		
	2020	2019	2018
Cash flows from operating activities:			
<b>Net income (loss)</b>	80	272	2,258
Adjustments to reconcile net income (loss) to net cash provided by (used for) operating activities:			
Depreciation and amortization	1,988	2,047	1,987
Share-based compensation	384	346	314
Amortization of discount (premium) on debt, net	(1)	42	42
Amortization of debt issuance costs	9	11	10
Net (gain) loss on sale of assets	(115)	(20)	—
(Gain) loss on extinguishment of debt	60	11	26
Results relating to equity-accounted investees	4	(1)	(54)
(Gain) loss on equity securities, net	(21)	—	—
Deferred tax expense (benefit)	(349)	(175)	(211)
<i>Changes in operating assets and liabilities:</i>			
(Increase) decrease in receivables and other current assets	(51)	116	187
(Increase) decrease in inventories	163	128	(65)
Increase (decrease) in accounts payable and accrued liabilities	319	(460)	(129)
Decrease (increase) in other non-current assets	7	43	(22)
Exchange differences	16	15	14
Other items	(11)	(2)	12
<b>Net cash provided by (used for) operating activities</b>	<b>2,482</b>	<b>2,373</b>	<b>4,369</b>
Cash flows from investing activities:			
Purchase of identified intangible assets	(130)	(102)	(50)
Capital expenditures on property, plant and equipment	(392)	(526)	(611)
Proceeds from disposals of property, plant and equipment	4	23	1
Purchase of interests in businesses, net of cash acquired	(34)	(1,698)	(18)
Proceeds from sale of interests in businesses, net of cash divested	161	37	159
Purchase of investments	(30)	(19)	(9)
Proceeds from the sale of investments	2	1	2
Proceeds from return of equity investments	1	—	4
<b>Net cash provided by (used for) investing activities</b>	<b>(418)</b>	<b>(2,284)</b>	<b>(522)</b>
Cash flows from financing activities:			
Payment of cash convertible note	—	(1,150)	—
Proceeds from settlement of cash convertible note hedge	—	144	—
Payment of bond hedge derivatives - convertible option	—	(145)	—
Repayment of Bridge Loan	—	—	(1,000)
Proceeds from Bridge Loan	—	—	1,000
Repurchase of long-term debt	(1,809)	(600)	(1,273)
Principal payments on long-term debt	—	—	(1)
Proceeds from the issuance of long-term debt	2,000	1,750	1,997
Cash paid for debt issuance costs	(15)	(24)	(23)
Cash paid for terminated acquisition adjustment event	—	—	(60)
Dividends paid to non-controlling interests	(35)	—	(54)
Dividends paid to common stockholders	(420)	(319)	(74)
Proceeds from issuance of common stock through stock plans	72	84	39



**NXP Semiconductors N.V.**  
**Consolidated Statements of Cash Flows (Continued)**

Purchase of treasury shares and restricted stock unit withholdings	(627)	(1,443)	(5,006)
Cash paid on behalf of shareholders for tax on repurchased shares	—	(128)	(142)
Other, net	(1)	—	—
<b>Net cash provided by (used for) financing activities</b>	<b>(835)</b>	<b>(1,831)</b>	<b>(4,597)</b>
Effect of changes in exchange rates on cash positions	1	(2)	(8)
Increase (decrease) in cash and cash equivalents	1,230	(1,744)	(758)
Cash and cash equivalents at beginning of period	1,045	2,789	3,547
<b>Cash and cash equivalents at end of period</b>	<b>2,275</b>	<b>1,045</b>	<b>2,789</b>
<i>Supplemental disclosures to the consolidated cash flows</i>			
<b>Net cash paid during the period for:</b>			
Interest	336	242	177
Income taxes, net of refunds	148	368	188
<b>Net gain (loss) on sale of assets:</b>			
Cash proceeds from the sale of assets	165	21	—
Book value of these assets	(50)	(1)	—
<b>Non-cash investing activities:</b>			
Non-cash capital expenditures	119	133	137
<b>Non-cash adjustment related to the adoption of ASC 606:</b>			
Receivables	—	—	(36)
Inventories	—	—	22

See accompanying notes to the Consolidated Financial Statements.

**NXP Semiconductors N.V.**  
**Consolidated Statements of Changes in Equity**  
**For the years ended December 31, 2020, 2019 and 2018**

(\$ in millions, unless otherwise stated)	Outstanding number of shares (in thousands)	Common stock	Capital in excess of par value	Treasury shares at cost	Accumulated other comprehensive income (loss)	Accumulated deficit	Total stockholders' equity	Non- controlling interests	Total equity
Balance as of December 31, 2017	342,924	71	15,960	(342)	177	(2,339)	13,527	189	13,716
Net income (loss)						2,208	2,208	50	2,258
Other comprehensive income					(57)		(57)		(57)
Share-based compensation plans			311				311		311
Shares issued pursuant to stock awards	4,242			457		(418)	39		39
Treasury shares repurchased and retired	(54,376)	(4)	(811)	(3,353)		(838)	(5,006)		(5,006)
Shareholder tax on repurchased shares						(381)	(381)		(381)
Dividends non-controlling interests								(54)	(54)
Dividends common stock						(147)	(147)		(147)
Cumulative effect adjustments					3	8	11		11
Balance as of December 31, 2018	292,790	67	15,460	(3,238)	123	(1,907)	10,505	185	10,690
Net income (loss)						243	243	29	272
Other comprehensive income					(48)		(48)		(48)
Share-based compensation plans			356				356		356
Shares issued pursuant to stock awards	4,513			422		(338)	84		84
Treasury shares repurchased and retired	(15,866)	(3)	(632)	(221)		(587)	(1,443)		(1,443)
Shareholder tax on repurchased shares						95	95		95
Dividends common stock						(351)	(351)		(351)
Balance as of December 31, 2019	281,437	64	15,184	(3,037)	75	(2,845)	9,441	214	9,655
Net income (loss)						52	52	28	80
Other comprehensive income					42		42		42
Share-based compensation plans			384				384		384
Shares issued pursuant to stock awards	3,867			364		(292)	72		72
Treasury shares repurchased and retired	(4,829)	(5)	(1,267)	1,636		(991)	(627)		(627)
Expiration of stock purchase warrants			(168)			168			—
Dividends non-controlling interests								(35)	(35)
Dividends common stock						(420)	(420)		(420)
December 31, 2020	280,475	59	14,133	(1,037)	117	(4,328)	8,944	207	9,151

See accompanying notes to the Consolidated Financial Statements.

**NXP Semiconductors N.V.**  
**Notes to the Consolidated Financial Statements**  
**All amounts in millions of \$ unless otherwise stated**

**Note 1 – Basis of Presentation and Overview**

The Consolidated Financial Statements include the Company and its subsidiaries. All significant intercompany accounts and transactions are eliminated in consolidation. Net income (loss) includes the portion of the earnings of subsidiaries applicable to non-controlling interests. The income (loss) and equity attributable to non-controlling interests are disclosed separately in the Consolidated Statements of Operations and in the Consolidated Balance Sheets under non-controlling interests. We have reclassified certain prior period amounts to conform to current period presentation.

***Segment reporting***

Prior to January 1, 2019, HPMS was our sole reportable segment. Corporate and Other represented the remaining portion to reconcile to the Consolidated Financial Statements. Effective January 1, 2019, NXP removed the reference to HPMS in its organizational structure in acknowledgment of the one reportable segment representing the entity as a whole and reflects the way in which our chief operating decision maker executes operating decisions, allocates resources, and manages the growth and profitability of the Company.

***Use of estimates***

The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure 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 from those estimates.

**Note 2 - Significant Accounting Policies**

***Revenue recognition***

The Company recognizes revenue under the core principle to depict the transfer of control to customers in an amount reflecting the consideration the Company expects to be entitled. In order to achieve that core principle, the Company applies the following five step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

The vast majority of the Company's revenue is derived from the sale of semiconductor products to distributors, Original Equipment Manufacturers ("OEMs") and similar customers. In determining the transaction price, the Company evaluates whether the price is subject to refund or adjustment to determine the consideration to which the Company expects to be entitled. Variable consideration is estimated and includes the impact of discounts, price protection, product returns and distributor incentive programs. The estimate of variable consideration is dependent on a variety of factors, including contractual terms, analysis of historical data, current economic conditions, industry demand and both the current and forecasted pricing environments. The process of evaluating these factors is highly subjective and requires significant estimates, including, but not limited to, forecasted demand, returns, pricing assumptions and inventory levels. The estimate of variable consideration is not constrained because the Company has extensive experience with these contracts.

Revenue is recognized when control of the product is transferred to the customer (i.e., when the Company's performance obligation is satisfied), which typically occurs at shipment. In determining whether control has transferred, the Company considers if there is a present right to payment and legal title, and whether risks and rewards of ownership having transferred to the customer.

The Company applies the practical expedient to not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which the Company recognizes revenue at the amount to which the Company has the right to invoice for services performed. The Company applies the practical expedient to expense sales commissions when incurred because the amortization period would have been one year or less.

For sales to distributors, revenue is recognized upon transfer of control to the distributor. For some distributors, contractual arrangements are in place which allow these distributors to return products if certain conditions are met. These conditions generally relate to the time period during which a return is allowed and reflect customary conditions in the particular geographic market. Other return conditions relate to circumstances arising at the end of a product life cycle, when certain distributors are permitted to return products purchased during a pre-defined period after the Company has announced a product's pending discontinuance. These return rights are a form of variable consideration and are estimated using the most likely method based on historical return rates in order to reduce revenues recognized. However, long notice periods associated with these announcements prevent significant amounts of product from being returned. For sales where return rights exist, the Company has determined, based on historical data, that only a very small percentage of the sales of this type to distributors is actually returned. Repurchase agreements with OEMs or distributors are not entered into by the Company.

Sales to most distributors are made under programs common in the semiconductor industry whereby distributors receive certain price adjustments to meet individual competitive opportunities. These programs may include credits granted to distributors, or allow distributors to return or scrap a limited amount of product in accordance with contractual terms agreed upon with the distributor, or receive price protection credits when our standard published prices are lowered from the price the distributor paid for product still in its inventory. In determining the transaction price, the Company considers the price adjustments from these programs to be variable consideration that reduce the amount of revenue recognized. The Company's policy is to estimate such price adjustments using the most likely method based on rolling historical experience rates, as well as a prospective view of products and pricing in the distribution channel for distributors who participate in our volume rebate incentive program. We continually monitor the actual claimed allowances against our estimates, and we adjust our estimates as appropriate to reflect trends in pricing environments and inventory levels. The estimates are also adjusted when recent historical data does not represent anticipated future activity. Historically, actual price adjustments for these programs relative to those estimated have not materially differed.

#### ***Cash and cash equivalents***

Cash and cash equivalents include all cash balances and short-term highly liquid investments with a maturity of three months or less at acquisition that are readily convertible into known amounts of cash. Cash and cash equivalents are stated at face value which approximates fair value.

#### ***Receivables***

Receivables are carried at amortized cost, net of allowances for credit loss and net of rebates and other contingent discounts granted to distributors. When circumstances indicate a specific customer's ability to meet its financial obligation to us is impaired, we record an allowance against amounts due and value the receivable at the amount reasonably expected to be collected. For all other customers, we evaluate our trade accounts receivable risk of credit loss based on numerous factors including historical loss rates, credit-risk concentration, and specific circumstances such as serious adverse economic conditions in a specific country or region.

#### ***Inventories***

Inventories are stated at the lower of cost or net realizable value. The cost of inventories is determined using the first-in, first-out (FIFO) method. An allowance is made for the estimated losses due to obsolescence. This allowance is determined for groups of products based on purchases in the recent past and/or expected future demand and market conditions. Abnormal amounts of idle facility expense and waste are not capitalized in inventory. The allocation of fixed production overheads to the inventory cost is based on the normal capacity of the production facilities.

### **Property, plant and equipment**

Property, plant and equipment are stated at cost, less accumulated depreciation and impairment losses. Depreciation is calculated using the straight-line method over the expected economic life of the asset. Depreciation of special tooling is also based on the straight-line method unless a depreciation method other than the straight-line method better represents the consumption pattern. Gains and losses on the sale of property, plant and equipment are included in other income and expense. Plant and equipment under finance leases are initially recorded at the lower of the fair value of the leased property or the present value of minimum lease payments. These assets and leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

### **Leases**

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842) ("ASU 2016-02"). ASU 2016-02 is intended to improve financial reporting of leasing transactions by requiring organizations that lease assets to recognize assets and liabilities for the rights and obligations created by leases that extend more than twelve months from the balance sheet date. This accounting update also requires additional disclosures surrounding the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for financial statements issued for annual and interim periods beginning after December 15, 2018 for public business entities and we have adopted the standard.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), followed in July 2018 by ASU 2018-10, Codification Improvements to Topic 842 Leases, and ASU 2018-11, Leases (Topic 842): Targeted Improvements. Under the new transition method, an entity initially applies the new leases standard at the adoption date and recognizes a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. As a result of this adoption and the required disclosures, the Company revised its accounting policy for leases as stated below.

The new standard became effective for us on January 1, 2019. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. See also Note 15, Leases.

We elected to adopt the package of practical expedients to not reassess prior conclusions related to contracts containing leases, lease classification and initial direct costs, along with the practical expedient to use hindsight when determining the lease term.

We determine if an arrangement is a lease at inception of the arrangement. Once it is determined that an arrangement is, or contains, a lease, that determination should only be reassessed if the legal arrangement is modified. Changes to assumptions such as market-based factors do not trigger a reassessment. Determining whether a contract contains a lease requires judgement. In general, arrangements are considered to be a lease when all of the following apply:

- It conveys the right to control the use of an identified asset for a period of time in exchange for consideration;
- We have substantially all economic benefits from the use of the asset; and
- We can direct the use of the identified asset

The terms of a lease arrangement determine how a lease is classified and the resulting income statement recognition. When the terms of a lease effectively transfer control of the underlying asset, the lease represents an in substance financed purchase (sale) of an asset and the lease is classified as a finance lease by the lessee and a sales-type lease by the lessor. When a lease does not effectively transfer control of the underlying asset to the lessee, but the lessor obtains a guarantee for the value of the asset from a third party, the lessor would classify a lease as a direct financing lease. All other leases are classified as operating leases.

With the exception of five instances (with a combined value of \$70 million), the Company's lease arrangements are all operating leases.

Lease assets and lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. As our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at January 1, 2019 or commencement date, if later, in determining the present value of future payments. The lease payments that are included in the lease liability are comprised of fixed payments (including in-substance fixed payments), less any lease incentives receivable; variable lease payments that depend on an index or rate; amounts expected to be payable by the lessee under residual value guarantees; the exercise price of a purchase option that the lessee is reasonably certain to exercise; and payments for terminating the lease unless it is reasonably certain that early termination will not occur. The lease ROU asset includes any lease payment made and initial direct costs incurred. Our lease terms include the non-cancelable period for which a lessee has the right to use an underlying asset, together with both periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option; and the periods covered by an option to terminate the lease if the lessee is reasonably certain not to exercise the option.

For operating leases, the lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. For finance leases each lease payment is allocated between the liability and finance cost. The finance cost is charged to the consolidated statement of operations over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period. The finance lease asset is depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis.

We have lease agreements with lease and non-lease components. Except for gas and chemical contracts, NXP did not make the election to treat the lease and non-lease components as a single component, and considers the non-lease components as a separate unit of account.

### ***Equity investments***

NXP's equity investments include equity method investments, marketable equity investments and non-marketable equity investments.

Equity method investments: NXP's investments over which it has significant influence, but not control are accounted for using the equity method. Under the equity method, the investment is initially recognized at cost. The carrying amount of the investment is adjusted to recognize changes in the NXP's share of net assets of the equity accounted investee since the acquisition date. NXP's share of the results of operations of the equity accounted investees are recognized in 'Results relating to equity-accounted investees'.

Marketable equity investments: all equity investments with a readily determinable fair value, other than equity-method investments, in unconsolidated entities are measured at fair value through earnings in the statement of operations on a recurring basis. We classify marketable securities as current or non-current based on the nature of the securities and their availability for use in current operations. Gains and losses on investments in marketable equity securities, realized and unrealized, are recognized in 'Financial income (expense)'.

Non-marketable equity investments: all equity investments without a readily determinable fair value, other than equity-method investments, in unconsolidated entities are recorded at cost, less impairments, adjusted for observable price changes in orderly transactions for identical or similar securities. All gains and losses on investments in non-marketable equity investments, realized and unrealized, are recognized in 'Financial income (expense)'.

We monitor our equity method investments and non-marketable equity securities for events or changes in circumstances which may indicate the investments are impaired. If an assessment indicates an investment is impaired, we recognize a charge for the difference between the estimated fair value and the carrying value. For equity method investments, we record impairment losses in earnings only when impairments are considered other-than-temporary.

**Business combinations**

We allocate the purchase price paid for assets acquired and liabilities assumed in connection with our acquisitions based on their estimated fair values at the time of acquisition. This allocation involves a number of assumptions, estimates and judgments that could materially affect the timing or amounts recognized in our financial statements.

Significant judgment is required in estimating the fair value of acquired intangible assets, including the valuation methodology, estimations of future cash flows, discount rates, market segment growth rates, and our assumed market segment share, as well as the estimated useful life of intangible assets. Further judgment is required in estimating the fair values of deferred tax assets and liabilities, uncertain tax positions and tax-related valuation allowances, which are initially estimated as of the acquisition date, as well as inventory, property, plant and equipment, pre-existing liabilities or legal claims, deferred revenue and contingent consideration, each as may be applicable.

The fair value estimates are based on available historical information and on future expectations and assumptions deemed reasonable by management but are inherently uncertain. Our assumptions and estimates are based upon comparable market data and information obtained from our management and the management of the acquired companies as well as the amount and timing of future cash flows (including expected revenue growth rates and profitability), the underlying product or technology life cycles, the economic barriers to entry and the discount rate applied to the cash flows. As such, acquired tangible and identified intangible assets are classified as Level 3 assets. Unanticipated market or macroeconomic events and circumstances may occur that could affect the accuracy or validity of the estimates and assumptions.

**Goodwill**

We record goodwill when the purchase price of an acquisition exceeds the fair value of the net tangible and identified intangible assets acquired. We assign the goodwill to our reporting unit based on the relative expected fair value provided by the acquisition. We perform an impairment assessment at least once annually, or more frequently if indicators of potential impairment exist, which includes evaluating qualitative and quantitative factors to assess the likelihood of an impairment of a reporting unit's goodwill. We perform impairment tests using a fair value approach when necessary. The reporting unit's carrying value used in an impairment test represents the assignment of various assets and liabilities, excluding certain corporate assets and liabilities, such as cash, investments and debt.

**Identified intangible assets**

Licensed technology and patents are generally amortized on a straight-line basis over the periods of benefit. We amortize all acquisition-related intangible assets that are subject to amortization over their estimated useful life based on economic benefit. Acquisition-related in-process R&D assets represent the fair value of incomplete R&D projects that had not reached technological feasibility as of the date of acquisition; initially, these assets are not subject to amortization. Assets related to projects that have been completed are subject to amortization, while assets related to projects that have been abandoned are impaired and expensed to R&D. One year following the period in which identified intangible assets become fully amortized, we remove the fully amortized balances from the gross asset and accumulated amortization amounts.

We perform an impairment assessment for indefinite-lived intangible assets at least once annually, or more frequently if indicators of potential impairment exist, to determine whether it is more likely than not that the carrying value of the assets may not be recoverable. If necessary, a quantitative impairment test is performed to compare the fair value of the indefinite-lived intangible asset with its carrying value. Impairments, if any, are based on the excess of the carrying amount over the fair value of those assets.

**Impairment or disposal of identified long-lived assets**

We perform reviews of long-lived assets including property, plant and equipment, ROU assets, and intangible assets subject to amortization, whenever facts and circumstances indicate that the useful life is shorter than what we had originally estimated or that the carrying amount of assets may not be recoverable. If such facts

and circumstances exist, we assess the recoverability of the long-lived assets by comparing the projected undiscounted net cash flows associated with the related asset or group of assets over their remaining lives against their respective carrying amounts. In the event such cash flows are not expected to be sufficient to recover the recorded value of the assets, the assets are written down to their estimated fair values based on the expected discounted future cash flows attributable to the assets or based on appraisals. Impairment losses, if any, are based on the excess of the carrying amount over the fair value of those assets. If an asset's useful life is shorter than originally estimated, we accelerate the rate of amortization and amortize the remaining carrying value over the new shorter useful life. Long-lived assets to be disposed of by sale are reported at the lower of their carrying amounts or their estimated fair values less costs to sell and are not depreciated.

#### ***Fair value measurements***

Fair value is the price we would receive to sell an asset or pay to transfer a liability in an orderly transaction with a market participant at the measurement date. In the absence of active markets for an identical asset or liability, we develop assumptions based on market observable data and, in the absence of such data, utilize internal information that we consider to be consistent with what market participants would use in a hypothetical transaction that occurs at the measurement date. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect our market assumptions. Priority is given to observable inputs. These two types of inputs form the basis for the following fair value hierarchy.

- Level 1: Quoted prices for identical assets or liabilities in active markets.
- Level 2: Quoted prices for similar assets or liabilities in active markets; quoted prices for similar or identical assets or liabilities in markets that are not active; and valuations based on models where the inputs or significant value drivers are observable, either directly or indirectly.
- Level 3: Significant inputs to the valuation model are unobservable.

#### ***Foreign currencies***

The Company uses the U.S. dollar as its reporting currency. The functional currency of the holding company is the U.S. dollar. For consolidation purposes, the financial statements of the entities within the Company with a functional currency other than the U.S. dollar, are translated into U.S. dollars. Assets and liabilities are translated using the exchange rates on the applicable balance sheet dates. Income and expense items in the statements of operations, statements of comprehensive income and statements of cash flows are translated at monthly exchange rates in the periods involved.

The effects of translating the financial position and results of operations from functional currencies to reporting currency are recognized in other comprehensive income and presented as a separate component of accumulated other comprehensive income (loss) within stockholders' equity. If the operation is a non-wholly owned subsidiary, then the relevant proportionate share of the translation difference is recorded under non-controlling interests.



The following table sets out the exchange rates for U.S. dollars into euros applicable for translation of NXP's financial statements for the periods specified.

	\$ per € 1			
	period end	average <sup>(1)</sup>	high	low
Year-ended December 31, 2020	1.2280	1.1412	1.0862	1.2280
Year-ended December 31, 2019	1.1217	1.1210	1.0935	1.1476
Year-ended December 31, 2018	1.1451	1.1794	1.1352	1.2431

(1) The average of the noon-buying rate at the end of each fiscal month during the period presented.

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the date of the transaction or the date of valuation where items are remeasured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the statement of operations, except when the foreign exchange exposure is part of a qualifying cash flow or net investment hedge accounting relationship, in which case the related foreign exchange gains and losses are recognized directly in other comprehensive income to the extent that the hedge is effective and presented as a separate component of accumulated other comprehensive income (loss) within stockholders' equity. To the extent that the hedge is ineffective, such differences are recognized in the statement of operations. Currency gains and losses on intercompany loans that have the nature of a permanent investment are recognized as translation differences in other comprehensive income and are presented as a separate component of accumulated other comprehensive income (loss) within equity.

#### ***Derivative financial instruments including hedge accounting***

The Company uses derivative financial instruments in the management of its foreign currency risks and the input costs of gold for a portion of our anticipated purchases within the next 12 months.

The Company measures all derivative financial instruments based on fair values derived from market prices of the instruments or from option pricing models, as appropriate, and records these as assets or liabilities in the balance sheet. Changes in the fair values are immediately recognized in the statement of operations unless cash flow hedge accounting is applied. The cash flows associated with these derivative instruments are classified in the consolidated statements of cash flows in the same category as the hedged transaction.

Changes in the fair value of a derivative that is highly effective and designated and qualifies as a cash flow hedge are recorded in accumulated other comprehensive income (loss), until earnings are affected by the variability in cash flows of the designated hedged item. The cash flows associated with these derivative instruments are classified in the consolidated statements of cash flows in the same category as the hedged transaction. The application of cash flow hedge accounting for foreign currency risks is limited to transactions that represent a substantial currency risk that could materially affect the financial position of the Company.

Foreign currency gains or losses arising from the translation of a financial liability designated as a hedge of a net investment in a foreign operation are recognized directly in other comprehensive income, to the extent that the hedge is effective, and are presented as a separate component of accumulated other comprehensive income (loss) within stockholders' equity.

To the extent that a hedge is ineffective, the ineffective portion of the fair value change is recognized in the Consolidated Statements of Operations. When the hedged net investment is disposed of, the corresponding amount in the accumulated other comprehensive income is transferred to the statement of operations as part of the profit or loss on disposal.

On initial designation of the hedge relationship between the hedging instrument and hedged item, the Company documents this relationship, including the risk management objectives, strategy in undertaking the hedge transaction and the hedged risk, and the methods that will be used to assess the effectiveness of the hedging relationship. The Company makes an assessment, both at the inception of the hedge relationship as well

as on an ongoing basis, of whether the hedging instruments are expected to be “highly effective” in offsetting the changes in the fair value or cash flows of the respective hedged items attributable to the hedged risk.

When cash flow hedge accounting is discontinued because it is not probable that a forecasted transaction will occur within a period of two months from the originally forecasted transaction date, the Company continues to carry the derivative on the Consolidated Balance Sheets at its fair value, and gains and losses that were accumulated in other comprehensive income are recognized immediately in earnings. In situations in which hedge accounting is discontinued, the Company continues to carry the derivative at its fair value on the Consolidated Balance Sheets and recognizes any changes in its fair value in earnings.

The gross notional amounts of the Company’s foreign currency derivatives by currency for the years ended December 31, 2020 and December 31, 2019 were as follows:

	2020	2019
Euro	532	579
Chinese renminbi	150	90
Great British pound	34	22
Japanese yen	21	29
Malaysian ringgit	122	138
Singapore dollar	65	49
Swiss franc	29	28
Taiwan dollar	159	103
Thai baht	104	69
Other	48	41

#### ***Dividends to shareholders***

Dividends to the Company’s shareholders are charged to retained earnings when the dividends are approved.

#### ***Stock repurchases and retirement***

For each repurchase of common stock, the number of shares and the acquisition price for those shares is added to the existing treasury stock count and total value. When treasury shares are retired, the Company's policy is to allocate the excess of the repurchase price over the par value of shares acquired to both Retained Earnings and Capital in Excess of Par. The portion allocated to Capital in Excess of Par is calculated by applying a percentage, determined by dividing the number of shares to be retired by the number of shares issued, to the balance of Capital in Excess of Par as of the retirement date.

#### ***Research and development***

Costs of research and development are expensed in the period in which they are incurred, except for in-process research and development assets acquired in business combinations, which are capitalized and, after completion, are amortized over their estimated useful lives.

#### ***Advertising***

Advertising costs are expensed when incurred.

#### ***Debt issuance costs***

Direct costs incurred to obtain financings are capitalized and subsequently amortized over the term of the debt using the effective interest rate method. Upon extinguishment of any related debt, any unamortized debt issuance costs are expensed immediately.

**Restructuring**

The provision for restructuring relates to the estimated costs of initiated restructurings that have been approved by Management. When such plans require discontinuance and/or closure of lines of activities, the anticipated costs of closure or discontinuance are recorded at fair value when the liability has been incurred. The Company determines the fair value based on discounted projected cash flows in the absence of other observable inputs such as quoted prices. The restructuring liability includes the estimated cost of termination benefits provided to former or inactive employees after employment but before retirement, costs to terminate leases and other contracts, and selling costs associated with assets held for sale and other costs related to the closure of facilities. One-time employee termination benefits are recognized ratably over the future service period when those employees are required to render services to the Company, if that period exceeds 60 days or a longer legal notification period. However, generally, employee termination benefits are covered by a contract or an ongoing benefit arrangement and are recognized when it is probable that the employees will be entitled to the benefits and the amounts can be reasonably estimated.

**Other income (expense)**

Other income (expense) primarily consists of gains and losses related to divestment of activities and subsidiaries, as well as gains and losses related to the sale of long-lived assets and other non-core operating items. This includes income derived from manufacturing service arrangements ("MSA") and transitional service arrangements ("TSA") that are put in place when we divest a business or activity as well as related expenditures.

**Financial income and expense**

Financial income and expense is comprised of interest income on cash and cash equivalent balances, the interest expense on borrowings, the accretion of the discount or premium on issued debt, the gain or loss on the disposal of financial assets, impairment losses on financial assets and gains or losses on hedging instruments recognized in the statement of operations.

Borrowing costs that are not directly attributable to the acquisition, construction or production of property, plant and equipment are recognized in the statement of operations using the effective interest method.

**Income taxes**

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the expected tax consequences of temporary differences between the tax basis of assets and liabilities and their reported amounts. Measurement of deferred tax assets and liabilities is based upon the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred tax liabilities for income taxes or withholding taxes on dividends from subsidiaries are recognized in situations where the company does not consider the earnings indefinitely reinvested and to the extent that the withholding taxes are not expected to be refundable.

Deferred tax assets, including assets arising from loss carryforwards, are recognized, net of a valuation allowance, if based upon the available evidence it is more likely than not that the asset will be realized.

The income tax benefit from an uncertain tax position is recognized only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authorities. The income tax benefit recognized is measured based on the largest benefit that is greater than 50% likely to be realized upon resolution of the uncertainty. A liability for unrecognized tax benefits and the related interest and penalties is recorded under accrued liabilities and other non-current liabilities in the balance sheet based on the timing of the expected payment. Penalties related to income taxes are recorded as income tax expense, whereas interest is reported as financial expense in the statement of operations.

### ***Postretirement benefits***

The Company's employees participate in pension and other postretirement benefit plans in many countries. The costs of pension and other postretirement benefits and related assets and liabilities with respect to the Company's employees participating in the various plans are based upon actuarial valuations.

Some of the Company's defined-benefit pension plans are funded with plan assets that have been segregated and restricted in a trust, foundation or insurance company to provide for the pension benefits to which the Company has committed itself.

The net liability or asset recognized in the balance sheet in respect of the postretirement plans is the present value of the projected benefit obligation less the fair value of plan assets at the balance sheet date. Most of the Company's plans are unfunded and result in a provision or a net liability.

For the Company's major plans, the discount rate is derived from market yields on high quality corporate bonds. Plans in countries without a deep corporate bond market use a discount rate based on the local government bond rates.

Benefit plan costs primarily represent the increase in the actuarial present value of the obligation for benefits based on employee service during the year and the interest on this obligation in respect of employee service in previous years, net of the expected return on plan assets and net of employee contributions.

Actuarial gains and losses arise mainly from changes in actuarial assumptions and differences between actuarial assumptions and what has actually occurred. They are recognized in the statement of operations, over the expected average remaining service periods of the employees only to the extent that their net cumulative amount exceeds 10% of the greater of the present value of the obligation or of the fair value of plan assets at the end of the previous year (the corridor). Events which invoke a curtailment or a settlement of a benefit plan will be recognized in our statement of operations.

In calculating obligation and expense, the Company is required to select actuarial assumptions. These assumptions include discount rate, expected long-term rate of return on plan assets, assumed health care trend rates and rates of increase in compensation costs determined based on current market conditions, historical information and consultation with and input from our actuaries. Changes in the key assumptions can have a significant impact to the projected benefit obligations, funding requirements and periodic cost incurred.

Unrecognized prior-service costs related to the plans are amortized to the statements of operations over the average remaining service period of the active employees.

Contributions to defined-contribution and multi-employer pension plans are recognized as an expense in the statements of operations as incurred.

The Company determines the fair value of plan assets based on quoted prices or comparable prices for non-quoted assets. For a defined-benefit pension plan, the benefit obligation is the projected benefit obligation; for any other postretirement defined benefit plan it is the accumulated postretirement benefit obligation.

The Company recognizes as a component of other comprehensive income, net of taxes, the gains or losses and prior service costs that arise during the year but are not recognized as a component of net periodic benefit cost. Amounts recognized in accumulated other comprehensive income, including the gains or losses and the prior services costs are adjusted as they are subsequently recognized as components of net periodic benefit costs.

For all the Company's postretirement benefit plans, the measurement date is December 31, our year-end.

### ***Share-based compensation***

We recognize compensation expense for all share-based awards based on the grant-date estimated fair values, net of an estimated forfeiture rate. We use the Black-Scholes option pricing model to determine the estimated fair value for certain awards. NXP's grants through the incentive plan are equity settled. Share-based compensation cost for restricted share units ("RSU"s) with time-based vesting is measured based on the closing fair market value of our common stock on the date of the grant, reduced by the present value of the estimated expected future dividends, and then multiplied by the number of RSUs granted. Share-based compensation cost for performance-based share units ("PSU"s) granted with performance or market conditions is measured using a Monte-Carlo simulation model on the date of grant.

The value of the portion of the award that is ultimately expected to vest is recognized as expense ratably over the requisite service periods in our Consolidated Statements of Operations. For stock options, PSUs and RSUs, the grant-date value, less estimated pre-vest forfeitures, is expensed on a straight-line basis over the vesting period. The vesting period for stock options is generally four years, for RSUs and PSUs it is generally three years.

### ***Earnings per share***

Basic earnings per share attributable to stockholders is calculated by dividing net income or loss attributable to stockholders of the Company by the weighted average number of common shares outstanding during the period.

To determine diluted share count, we apply the treasury stock method to determine the dilutive effect of outstanding stock option shares, RSUs, PSUs and Employee Stock Purchase Plan ("ESPP") shares. Under the treasury stock method, the amount the employee must pay for exercising share-based awards and the amount of compensation cost for future service that the Company has not yet recognized are assumed to be used to repurchase shares.

### ***Concentration of risk***

Financial instruments, including derivative financial instruments, that may potentially subject NXP to concentrations of credit risk, consist principally of cash and cash equivalents, short-term investments, long-term investments, accounts receivable and forward contracts.

We sell our products to OEMs and to distributors in various markets, who resell these products to OEMs, or their subcontract manufacturers. One of our distributors accounted for 17% of our revenue in 2020, 14% in 2019 and 14% in 2018. One other distributor accounted for less than 10% of our revenue in 2020 and 2019, and 10% in 2018. No other distributor accounted for greater than 10% of our revenue for 2020, 2019 or 2018. One OEM for which we had direct sales to accounted for less than 10% of our revenue in 2020, 11% in 2019 and 11% in 2018. No other individual OEM for which we had direct sales to accounted for more than 10% of our revenue for 2020, 2019 or 2018.

Credit exposure related to NXP's foreign currency forward contracts is limited to the realized and unrealized gains on these contracts.

The Company is using outside suppliers or foundries for a portion of its manufacturing capacity.

We have operations in Europe and Asia subject to collective bargaining agreements which could pose a risk to the Company in the near term, but we do not expect that our operations will be disrupted if such is the case.

### ***Accounting standards adopted in 2020***

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. The standard changes the accounting for recognizing

impairments of financial assets. Under the new guidance, credit losses for certain types of financial instruments are estimated based on expected losses. The new guidance also modifies the impairment models for available-for-sale debt securities and for purchased financial assets with credit deterioration since their origination. The new accounting guidance generally requires the modified retrospective transition method, with the cumulative effect of applying the new accounting guidance recognized as an adjustment to opening retained earnings in the year of adoption, except for certain financial assets where the prospective transition method is required, such as available-for-sale debt securities for which an other-than-temporary impairment has been recorded. The ASUs became effective for us on January 1, 2020. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements and related disclosures.

In January 2017, the FASB issued ASU 2017-04, Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment. ASU 2017-04 simplifies the subsequent measurement of goodwill by eliminating Step 2 from the goodwill impairment test. Instead, the one step quantitative impairment test calculates goodwill impairment as the excess of the carrying value of a reporting unit over its fair value, up to the carrying value of the goodwill. ASU 2017-04 is effective for annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2019. The ASU became effective for us on January 1, 2020. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements and related disclosures.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement. ASU 2018-13 removes certain disclosure requirements, including the amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing of transfers between levels, and the valuation processes for Level 3 fair value measurements. ASU 2018-13 also adds disclosure requirements, including changes in unrealized gains and losses for the period included in other comprehensive income for recurring Level 3 fair value measurements, and the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements. The amendments on changes in unrealized gains and losses, and the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented upon their effective date. ASU 2018-13 became effective for us on January 1, 2020. The adoption of this update did not have a material impact on the Company's consolidated financial statements and related disclosures.

In August 2018, the FASB issued ASU 2018-14, Compensation – Retirement Benefits – Defined Benefit Plans – General (Subtopic 715-20): Disclosure Framework – Changes to the Disclosure Requirements for Defined Benefit Plans. ASU 2018-14 removes disclosures that are no longer considered cost beneficial, clarifies the specific requirements of disclosures, and adds disclosure requirements identified as relevant. ASU 2018-14 should be applied on a retrospective basis to all periods presented and is effective for annual reporting periods beginning after December 15, 2020, with early adoption permitted. ASU 2018-14 became effective for us on December 15, 2020. The adoption of this ASU is reflective in Note-13 Post Retirement Benefit Plans. The adoption of this update did not have a material impact on the Company's financial statements and related disclosures.

In August 2018, the FASB issued ASU 2018-15, Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. ASU 2018-15 requires a customer in a hosting arrangement that is a service contract to follow the guidance in Subtopic 350-40 to determine which implementation costs to capitalize as an asset related to the service contract and which costs to expense. Therefore, a customer in a hosting arrangement that is a service contract determines which project stage an implementation activity relates to. Costs for implementation activities in the application development stage are capitalized depending on the nature of the costs, while costs incurred during the preliminary project and post-implementation stages are expensed as the activities are performed. ASU 2018-15 also requires the customer to expense the capitalized implementation costs over the term of the hosting arrangement, and to apply the existing impairment guidance in Subtopic 350-40 to the capitalized implementation costs as if the costs were long-lived assets. ASU 2018-15 can be applied either retrospectively or prospectively and is effective for annual reporting periods beginning after December 15, 2019, and interim periods therein, with early adoption permitted. ASU 2018-15 became effective

for us on January 1, 2020, and has been adopted prospectively. The adoption of this update did not have a material impact on the Company's consolidated financial statements and related disclosures.

No other new accounting pronouncements were issued or became effective in the period that had, or are expected to have, a material impact on our Consolidated Financial Statements.

### Note 3 – Acquisitions and Divestments

#### 2020

There were no material acquisitions during 2020. On February 3, 2020, we completed the sale of the Company's Voice and Audio Solutions (VAS) assets, pursuant to the definitive agreement dated August 16, 2019 and which was previously classified as held for sale, with Shenzhen Goodix Technology Co., Ltd. ("Goodix") from China, for a net cash amount of \$161 million inclusive of final working capital adjustments. This resulted in a gain of \$110 million recorded in Other income (expense) on the Consolidated Statements of Operations.

#### 2019

On December 6, 2019, we completed the acquisition of Marvell's Wireless WiFi Connectivity Business Unit, Bluetooth technology portfolio and related assets for total consideration of \$1.7 billion, net of closing adjustments. The acquisition complements NXP's processing, security and connectivity offerings in the Industrial & IoT, as well as in the Automotive and Communication Infrastructure markets.

The fair values of the assets acquired and liabilities assumed in the acquisition, by major class, were recognized as follows:

Tangible fixed assets	2
Inventory	50
Identified intangible assets	514
Goodwill	1,138
Deferred tax assets	1
Net assets acquired	1,705

Our valuation procedures related to the acquired assets and assumed liabilities was completed during the second quarter of 2020.

Goodwill arising from the acquisition is attributed to the anticipated growth from new product sales, sales to new customers, the assembled workforce and synergies expected from the combination. Substantially all of the goodwill recognized is expected to be deductible for income tax purposes.

The identified intangible assets assumed were recognized as follows:

	Fair Value	Weighted Average Estimated Useful Life (in Years)
Customer relationships (included in customer-related)	20	6
Developed technology (included in technology-based)	324	4.4
In-process research and development <sup>(1)</sup>	170	N/A
Total identified intangible assets	514	

<sup>1)</sup> Acquired in-process research and development (“IPR&D”) is an intangible asset classified as an indefinite lived asset until the completion or abandonment of the associated research and development effort. IPR&D will be amortized over an estimated useful life to be determined at the date the associated research and development effort is completed, or expensed immediately when, and if, the project is abandoned. Acquired IPR&D is not amortized during the period that it is considered indefinite lived, but rather is subject to annual testing for impairment or when there are indicators for impairment.

Variations of the income approach were applied to estimate the fair values of the intangible assets acquired. Developed technology and IPR&D were valued using the multi-period excess earnings method which reflects the present values of the projected cash flows that are expected to be generated by the existing technology and IPR&D less charges representing the contribution of other assets to those cash flows. Customer relationships were valued using the distributor method which uses market-based data to support the selection of profitability related to the customer relationship function.

Acquisition-related transaction costs (\$5 million) such as legal, accounting and other related expenses were recorded as a component of selling, general and administrative expense in our Consolidated Statement of Operations.

#### Pro forma financial information (unaudited)

The following unaudited pro forma financial information presents combined consolidated results of operations for each of the fiscal years presented, as if Marvell’s Wireless WiFi Connectivity Business Unit, Bluetooth technology portfolio and related assets had been acquired as of January 1, 2018:

	2019	2018
Revenue	9,169	9,715
Net income (loss) attributable to stockholders	237	2,154
Net income (loss) per common share attributable to stockholders:		
– Basic	0.84	6.61
– Diluted	0.83	6.55

The pro forma information include the effect of certain purchase accounting adjustments such as the estimate changes in amortization and depreciation for identified intangible assets and property, plant and equipment acquired and adjustments to share-based compensation expense. The pro forma results have been prepared for comparative purposes only and do not purport to be indicative of the revenue or operating results that would have been achieved had the acquisition actually taken place as of January 1, 2018 or of the results of future operations of the combined business. In addition, these results are not intended to be a projection of future results and do not reflect synergies that might be achieved from the combined operations.

On March 27, 2019, we sold our remaining equity interest in WeEn, receiving net cash proceeds of \$37 million.



**2018**

There were no material acquisitions during 2018. On July 10, 2018, NXP completed the sale of its 40% equity interest of Suzhou ASEN Semiconductors Co., Ltd. to J&R Holding Limited, receiving \$127 million in cash proceeds. The net gain realized on the sale of \$51 million is included in the Consolidated Statement of Operations in the line item "Results relating to equity-accounted investees".

In June 2018, NXP completed the sale of 24% of its equity interest in WeEn to Tianjin Ruixin Semiconductor Industry Investment Centre LLP, receiving \$32 million in cash proceeds. At December 31, 2018, due to the intended sale of the remaining interest in WeEn, NXP transferred the remaining holding to other current assets.

**Note 4 – Assets Held for Sale**

In the second quarter of 2019, NXP management, in reviewing its portfolio, concluded that certain activities (Voice and Audio Solutions (VAS)) no longer fit the NXP strategic portfolio and took actions that resulted in the assets meeting the held for sale criteria. On August 16, 2019, NXP reached a definitive agreement with Shenzhen Goodix Technology Co., Ltd. ("Goodix") from China, under which Goodix will acquire all of these assets for an amount of \$165 million. On February 3, 2020, we completed the transaction. Refer to Note 3 Acquisitions and Divestments.

The VAS assets presentation as held for sale did not meet the criteria to be classified as a discontinued operation at December 31, 2019 primarily due to the disposal of this business not representing a strategic shift that would have a major effect on the Company's operations and financial results.

The following table summarizes the carrying value of the VAS assets held for sale:

	<b>December 31, 2019</b>
Inventories	8
Identified intangible assets, net	1
Goodwill	41
Assets held for sale	50

**Note 5 - Supplemental Financial Information***Statement of Operations Information***Disaggregation of revenue**

The following table presents revenue disaggregated by sales channel:

	<b>2020</b>	<b>2019</b>	<b>2018</b>
Distributors	4,720	4,409	4,891
Original Equipment Manufacturers and Electronic Manufacturing Services	3,728	4,352	4,229
Other <sup>1)</sup>	164	116	287
Total	8,612	8,877	9,407

<sup>1)</sup> Prior year information has been reclassified to align with NXP's current year presentation.

### Depreciation, amortization and impairment

Depreciation and amortization, including impairment charges, are as follows:

	2020	2019	2018
Depreciation of property, plant and equipment	547	518	478
Amortization of internal use software	6	8	8
Amortization of other identified intangible assets (*)	1,435	1,521	1,501
	1,988	2,047	1,987

(\*) For the period ending December 31, 2020, the amount includes an impairment relative to IPR&D acquired as part of the acquisition of Freescale for an amount of \$36 million.

Depreciation of property, plant and equipment is primarily included in cost of revenue.

### Other income (expense)

As of January 1, 2019, Income derived from manufacturing service arrangements (“MSA”) and transitional service arrangements (“TSA”) that are put in place when we divest a business or activity, is included in other income (expense). These arrangements are short-term in nature and are expected to decrease as the divested business or activity becomes more established.

The following table presents the split of other income (expense):

	2020	2019	2018
Result from MSA and TSA arrangements	—	—	—
Other, net	114	25	2,001
Total	114	25	2,001

### Financial income (expense)

	2020	2019	2018
Interest income	13	57	48
Interest expense	(362)	(370)	(273)
Total interest expense, net	(349)	(313)	(225)
Net gain (loss) on extinguishment of debt	(60)	(11)	(26)
Foreign exchange rate results	(16)	(15)	(14)
Miscellaneous financing income (expense) and other, net (*)	8	(11)	(70)
Total other financial income (expense)	(68)	(37)	(110)
Total	(417)	(350)	(335)

(\*) For the period ending December 31, 2018, the amount includes one-time charges (\$60 million) on certain financial instruments for compensation related to an adjustment event required by the termination of the Qualcomm Purchase Agreement.

### Balance Sheet Information

#### Cash and cash equivalents

At December 31, 2020 and December 31, 2019, our cash balance was \$2,275 million and \$1,045 million, respectively, of which \$185 million and \$188 million was held by SSMC, our consolidated joint venture company with TSMC. Under the terms of our joint venture agreement with TSMC, a portion of this cash can be distributed by way of a dividend to us, but 38.8% of the dividend will be paid to our joint venture partner. During 2020, \$90 million dividend (2019: no dividend) was paid by SSMC.

### Equity Investments

At December 31, 2020 and December 31, 2019, the total carrying value of investments in equity securities is summarized as follows:

	2020	2019
Marketable equity securities	19	1
Non-marketable equity securities	40	25
Equity-accounted investments	61	11
	120	37

The total carrying value of investments in equity-accounted investees is summarized as follows:

	2020		2019	
	Shareholding %	Amount	Shareholding %	Amount
Wise Road Industry Investment Fund I, L.P.	10.17 %	29	—	—
Others	—	32	—	11
		61		11

Results related to equity-accounted investees at the end of each period were as follows:

	2020	2019	2018
Company's share in income (loss)	(4)	(2)	7
Other results	—	3	52
	(4)	1	59

In July 2018, we completed the sale of our 40% equity interest in Suzhou ASEN Semiconductors Co., Ltd., receiving \$127 million in cash proceeds.

In June 2018, we completed the sale of 24% of our equity interest in WeEn, receiving \$32 million in cash proceeds. At December 31, 2018, due to the intended sale of the remaining interest in WeEn, NXP transferred the remaining holding to other current assets.

### Note 6 - Restructuring Charges

At each reporting date, we evaluate our restructuring liabilities, which consist primarily of termination benefits, to ensure that our accruals are still appropriate. In the fourth quarter of 2020, we recognized \$38 million of employee severance costs in our restructuring liabilities, which was primarily related to specific targeted actions. During 2019 and 2018, there were no new significant restructuring programs.

The following table presents the changes in the position of restructuring liabilities in 2020:

	Balance January 1, 2020	Additions	Utilized	Released	Other changes <sup>(1)</sup>	Balance December 31, 2020
Restructuring liabilities	32	77	(36)	—	1	74

(1) Other changes primarily related to translation differences and internal transfers.

The total restructuring liability as of December 31, 2020 of \$74 million is classified in the Consolidated Balance Sheets under current liabilities (\$60 million) and non-current liabilities (\$14 million).

The utilization of the restructuring liabilities mainly reflects the execution of ongoing restructuring programs the Company initiated in earlier years.

The following table presents the changes in the position of restructuring liabilities in 2019:

	Balance January 1, 2019	Additions	Utilized	Released	Other changes <sup>(1)</sup>	Balance December 31, 2019
Restructuring liabilities	65	29	(57)	(4)	(1)	32

(1) Other changes primarily related to translation differences and internal transfers.

The total restructuring liability as of December 31, 2019 of \$32 million is classified in the Consolidated Balance Sheets under current liabilities.

The utilization of the restructuring liabilities mainly reflects the execution of ongoing restructuring programs the Company initiated in earlier years.

The components of restructuring charges recorded in 2020, 2019 and 2018 are as follows:

	2020	2019	2018
Personnel lay-off costs	78	32	4
Other exit costs	—	—	2
Release of provisions/accruals	—	(4)	—
Net restructuring charges	78	28	6

The restructuring charges recorded in operating income are included in the following line items in the statement of operations:

	2020	2019	2018
Cost of revenue	15	3	—
Research & development	39	16	—
Selling, general and administrative	24	9	7
Other (income) expense	—	—	(1)
Net restructuring charges	78	28	6

#### Note 7 - Income Taxes

In 2020, NXP generated income before income taxes of \$1 million (2019: income of \$291 million; 2018: income of \$2,375 million). The components of income (loss) before income taxes are as follows:

	2020	2019	2018
Netherlands	447	429	2,570
Foreign	(446)	(138)	(195)
	1	291	2,375

The components of income tax benefit (expense) are as follows:

	2020	2019	2018
<b>Current taxes:</b>			
Netherlands	(147)	(90)	(296)
Foreign	(119)	(105)	(91)
	(266)	(195)	(387)
<b>Deferred taxes:</b>			
Netherlands	58	(28)	2
Foreign	291	203	209
	349	175	211
<b>Total income tax benefit (expense)</b>	<b>83</b>	<b>(20)</b>	<b>(176)</b>

A reconciliation of the statutory income tax rate in the Netherlands as a percentage of income (loss) before income taxes and the effective income tax rate is as follows:

	2020		2019		2018	
	amount	%	amount	%	amount	%
Statutory income tax rate in the Netherlands	—	25.0	73	25.0	594	25.0
Rate differential between the local statutory rates and the statutory rate of the Netherlands	22	2,175.0	16	5.5	19	0.8
Net change in valuation allowance	35	3,500.0	59	20.2	10	0.4
Non-deductible expenses/losses	61	6,100.0	52	17.8	64	2.7
Netherlands tax incentives	(48)	(4,800.0)	(68)	(23.2)	(252)	(10.6)
Foreign tax incentives	(117)	(11,700.0)	(118)	(40.5)	(119)	(5.0)
Changes in estimates of prior years' income taxes	(13)	(1,300.0)	(3)	(1.2)	(83)	(3.5)
Sale of non-deductible goodwill	10	1,000.0	—	—	—	—
Withholding taxes	(31)	(3,100.0)	5	1.8	(12)	(0.6)
Other differences	(2)	(200.0)	4	1.5	(45)	(1.8)
Effective tax rate	(83)	(8,300.0)	20	6.9	176	7.4

We recorded an income tax benefit of \$83 million in 2020, which reflects an effective tax rate of (8300.0)% compared to an expense of \$20 million and an effective rate of 6.9% in 2019. The effective tax rate reflects the impact of tax incentives, a portion of our earnings being taxed in foreign jurisdictions at rates different than the Netherlands statutory tax rate, changes in estimates of prior years' income taxes, change in valuation allowance and non-deductible expenses, sale of non-deductible goodwill and withholding taxes. The impact of these items results in offsetting factors that attribute to the change in the effective tax rate between the two periods, with the significant drivers outlined below:

- The Company benefits from certain tax incentives, which reduce the effective tax rate. The dollar amount of the incentive in any given year is commensurate with the taxable income in that same period. For 2020, the Netherlands tax incentives was lower than 2019 by \$20 million, mainly due to the fact that NXP has a lower qualifying income. Note that for 2019, the Netherlands tax incentives was lower than 2018, mainly due to the fact that NXP had received a break-up fee from Qualcomm of \$2 billion in 2018 which drove a higher income before tax in 2018.
- The increase in the valuation allowance is mostly due to new Dutch corporate income tax law applicable as from 2019. A portion of the interest expenses is non-deductible in the year it is recorded but can be carried forward without expiration. The difference in valuation allowance in 2020 as compared with 2019 is mainly due to the fact that there was less Netherlands related interest expense impacted by the interest limitation rules as a result of higher qualifying income mainly linked to the divestiture of the VAS business and the lower Netherlands tax incentives.

- The tax effect of the non-deductible goodwill of \$10 million is linked to the divestiture of the VAS business in 2020.
- The difference of \$36 million in the withholding tax benefit in 2020 as compared with 2019 is mainly due to changes in the applicable deferred tax liability rate regarding future remittances of the earnings of foreign subsidiaries and due to additional undistributed earnings being considered permanently reinvested.
- The change in estimates of prior years' income taxes was higher in 2020 as compared to 2019, mostly relating to NXP USA (\$20 million) primarily due to the early adoption of the U.S. regulations issued in Q3 2020. This was partly offset by other changes in estimates relating to multiple jurisdictions.
- The changes in estimates of prior years' income taxes was higher in 2018 comparing with 2019 as a result of the agreement NXP reached with the Dutch tax authorities relative to the application of the Dutch innovation box regime to the taxable income attributable to the Netherlands. This agreement is effective from January 1, 2017. As such, the Company was able to refine its estimate of the Dutch tax liability, recognizing an additional income tax benefit of \$67 million in 2018.
- The higher other differences in 2018 relate primarily to a tax benefit on the liquidation of a former investment of \$45 million.

The Company benefits from income tax holidays in certain jurisdictions which provide that we pay reduced income taxes in those jurisdictions for a fixed period of time that varies depending on the jurisdiction. The predominant income tax holiday is expected to expire at the end of 2026. The impact of this tax holiday decreased foreign income taxes by \$11 million in 2020 (2019: \$12 million; 2018: \$21 million). The benefit of this tax holiday on net income per share (diluted) was \$0.04 in 2020 (2019: \$0.04; 2018: \$0.06).

#### Deferred tax assets and liabilities

The principal components of deferred tax assets and liabilities are presented below:

	2020	2019
Operating loss and tax credit carry forwards	480	499
Disallowed interest carry forwards	69	103
Other accrued liabilities	107	111
Pensions	121	95
Other non-current liabilities	58	53
Share-based compensation	13	15
Restructuring liabilities	15	5
Receivables	55	64
Inventories	8	4
Total Deferred Tax Assets	926	949
Valuation allowance	(227)	(190)
Total Deferred Tax Assets, net of valuation allowance	699	759
Identified intangible assets, net	(116)	(520)
Undistributed earnings of foreign subsidiaries	(54)	(99)
Property, plant and equipment, net	(15)	(34)
Goodwill	(66)	(43)
Other current and non-current assets	(56)	(52)
Total Deferred Tax Liabilities	(307)	(748)
Net Deferred Tax Position	392	11

The classification of the deferred tax assets and liabilities in the Company's Consolidated Balance Sheets is as follows:

	2020	2019
Deferred tax assets within other non-current assets	477	293
Deferred tax liabilities within non-current liabilities	(85)	(282)
	392	11

The Company has significant deferred tax assets resulting from net operating loss carryforwards, tax credit carryforwards and deductible temporary differences that may reduce taxable income or income taxes payable in future periods. Valuation allowances have been established for deferred tax assets based on a "more likely than not" threshold. The realization of our deferred tax assets depends on our ability to generate sufficient taxable income within the carryback or carryforward periods provided for in the tax law for each applicable tax jurisdiction. The valuation allowance increased by \$37 million during 2020 (2019: \$45 million increase). Besides the net change in the valuation allowance of \$35 million this mainly includes an increase of the valuation allowance due to a change in tax rates for \$6 million and a decrease of the valuation allowance due to the expiration of tax attributes for \$9 million.

We consider all available evidence in forming a judgment regarding the valuation allowance as of December 31, 2020, including events that occur subsequent to year end but prior to the issuance of the financial statements. The deferred tax assets are recognized to the extent that we consider it more likely than not that these assets will be realized. In making such a determination, we consider all available positive and negative evidence, including reversal of existing temporary differences, projected future taxable income and tax planning strategies.

At December 31, 2020 tax loss carryforwards of \$737 million (inclusive of \$162 million of U.S. state tax losses) will expire as follows:

	Balance December 31, 2020	Scheduled expiration							
		2021	2022	2023	2024	2025	2026-2030	later	unlimited
Tax loss carryforwards	737	—	12	2	3	81	160	70	409

This overview is excluding disallowed interest carryforwards of \$276 million which have an unlimited expiration date.

The Company also has tax credit carryforwards of \$468 million (excluding the effect of unrecognized tax benefits), which are available to offset future tax, if any, and which will expire as follows:

	Balance December 31, 2020	Scheduled expiration							
		2021	2022	2023	2024	2025	2026-2030	later	unlimited
Tax credit carryforwards	468	1	11	10	11	18	71	294	52

The net income tax payable (excluding the liability for unrecognized tax benefits) as of December 31, 2020 amounted to \$117 million (2019: net income tax receivable of \$2 million) and includes amounts directly receivable from or payable to tax authorities.

The Company does not indefinitely reinvest the majority of the undistributed earnings of its subsidiaries. Consequently, the Company has recognized a deferred tax liability of \$54 million at December 31, 2020 (2019: \$99 million) for the additional income taxes and withholding taxes payable upon the future remittances of these earnings of foreign subsidiaries. The Company considers \$114 million of the undistributed earnings indefinitely reinvested although the timing of the reversal can be controlled. Upon repatriation of those earnings the Company would be subject to tax of \$11 million which is not recognized as deferred tax liability at December 31, 2020.

A reconciliation of the beginning and ending amount of unrecognized tax benefits excluding interest and penalties is as follows:

	2020	2019	2018
Balance as of January 1,	159	165	177
Translation differences	—	(1)	(4)
Lapse of statute of limitations	(4)	(3)	—
Increases from tax positions taken during prior periods	5	4	7
Decreases from tax positions taken during prior periods	—	(4)	(17)
Increases from tax positions taken during current period	7	7	7
Decreases relating to settlements with the tax authorities	(6)	(9)	(5)
Balance as of December 31,	161	159	165

Of the total unrecognized tax benefits at December 31, 2020, \$140 million, if recognized, would impact the effective tax rate. All other unrecognized tax benefits, if recognized, would not affect the effective tax rate as these would be offset by compensating adjustments in the Company's deferred tax assets that would be subject to valuation allowance based on conditions existing at the reporting date.

The Company classifies interest related to an underpayment of income taxes as financial expense and penalties as income tax expense. The total related interest and penalties recorded during the year 2020 amounted to a \$4 million expense (2019: \$3 million benefit; 2018: \$3 million benefit). As of December 31, 2020 the Company has recognized a liability for related interest and penalties of \$13 million (2019: \$11 million; 2018: \$14 million). It is reasonably possible that the total amount of unrecognized tax benefits may significantly increase/decrease within the next 12 months of the reporting date due to, for example, completion of tax examinations. It is estimated that this reasonably possible change will not be significant.

The Company files income tax returns in the Netherlands, the U.S.A. and in various other foreign jurisdictions. Tax filings of our subsidiaries are routinely audited in the normal course of business by tax authorities around the world. Tax years that remain subject to examination by major tax jurisdictions: the Netherlands (2017-2019), Germany (2017-2019), USA (2005-2019), China (2010-2019), Taiwan (2015-2019), Thailand (2015-2019), Malaysia (2011-2019) and India (2004, 2005, 2007-2019).

#### Note 8 - Accounts Receivable, net

Accounts receivable, net are summarized as follows:

	2020	2019
Accounts receivable from third parties	767	669
Allowance for credit loss	(2)	(2)
	765	667

The following table presents accounts receivable, net disaggregated by sales channel:

	2020	2019
Distributors	186	80
Original Equipment Manufacturers and Electronic Manufacturing Services	533	536
Other	46	51
	765	667



**Note 9 - Inventories, net**

Inventories are summarized as follows:

	<u>2020</u>	<u>2019</u>
Raw materials	66	52
Work in process	786	894
Finished goods	178	246
	<u>1,030</u>	<u>1,192</u>

The portion of finished goods stored at customer locations under consignment amounted to \$31 million as of December 31, 2020 (2019: \$41 million).

The amounts recorded above are net of an allowance for obsolescence of \$122 million as of December 31, 2020 (2019: \$114 million).

**Note 10 - Property, Plant and Equipment, net**

The following table presents details of the Company's property, plant and equipment, net of accumulated depreciation:

	<u>Useful Life (in years)</u>	<u>2020</u>	<u>2019</u>
Land		165	164
Buildings	9 to 50	1,425	1,359
Machinery and installations	2 to 10	3,970	3,749
Other Equipment	1 to 5	751	665
Prepayments and construction in progress		210	253
		<u>6,521</u>	<u>6,190</u>
Less accumulated depreciation		<u>(4,237)</u>	<u>(3,742)</u>
Property, plant and equipment, net of accumulated depreciation		2,284	2,448

**Note 11 - Identified Intangible Assets**

The changes in identified intangible assets were as follows:

	<b>Total</b>
<i>Balance as of January 1, 2019</i>	
Cost	9,183
Accumulated amortization/impairment	(4,716)
Book value	4,467
<i>Changes in book value:</i>	
Acquisitions/additions	683
Transfer to assets held for sale	(1)
Amortization	(1,529)
Total changes	(847)
<i>Balance as of December 31, 2019</i>	
Cost	9,384
Accumulated amortization/impairment	(5,764)
Book value	3,620
<i>Changes in book value:</i>	
Acquisitions/additions	63
Transfer to assets held for sale	—
Amortization	(1,398)
Impairment	(43)
Translation differences	—
Total changes	(1,378)
<i>Balance as of December 31, 2020</i>	
Cost	9,249
Accumulated amortization/impairment	(7,007)
Book value	2,242

Identified intangible assets as of December 31, 2020 and 2019 respectively were composed of the following:

	<b>December 31, 2020</b>		<b>December 31, 2019</b>	
	<b>Gross carrying amount</b>	<b>Accumulated amortization</b>	<b>Gross carrying amount</b>	<b>Accumulated amortization</b>
IPR&D <sup>(1)</sup>	147	—	272	—
Marketing-related	81	(81)	81	(67)
Customer-related	957	(381)	968	(340)
Technology-based	8,064	(6,545)	8,063	(5,357)
Identified intangible assets	9,249	(7,007)	9,384	(5,764)

(1) IPR&D is not subject to amortization until completion or abandonment of the associated research and development effort.

The estimated amortization expense for these identified intangible assets for each of the five succeeding years is:

2021	675
2022	572
2023	340
2024	157
2025	106
Thereafter	392

All intangible assets, excluding IPR&D and goodwill, are subject to amortization and have no assumed residual value.

The expected weighted average remaining life of identified intangibles is 4 years as of December 31, 2020.

#### Note 12 - Goodwill

The changes in goodwill in 2020 and 2019 were as follows:

	2020	2019
Balances as of January 1		
Cost	10,063	8,971
Accumulated impairment	(114)	(114)
Book value	9,949	8,857
Changes in book value:		
Acquisitions	3	1,138
Transfer to assets held for sale	—	(41)
Translation differences	32	(5)
Total changes	35	1,092
Balances as of December 31		
Cost - Balance	10,098	10,063
Accumulated impairment - Balance	(114)	(114)
Book value - Balance	9,984	9,949

No goodwill impairment charges were required to be recognized in 2020 or 2019.

The fair value of the reporting unit substantially exceeds the carrying value of the reporting unit.

See Note 3, "Acquisitions and Divestments".

#### Note 13 - Postretirement Benefit Plans

##### Pensions

Our employees participate in employee pension plans in accordance with the legal requirements, customs and the local situation in the respective countries. These are defined-benefit pension plans, defined-contribution plans and multi-employer plans.

The Company's employees in The Netherlands participate in a multi-employer plan, implemented for the employees of the Metal and Electrical Engineering Industry ("Bedrijfstakpensioenfonds Metalektro" or "PME") in accordance with the mandatory affiliation to PME effective for the industry in which NXP operates. As this affiliation is a legal requirement for the Metal and Electrical Engineering Industry it has no expiration date. This PME multi-employer plan (a career average plan) covers 1,390 companies and 626,000 participants. The plan monitors its risk on an aggregate basis, not by company or participant and can therefore not be accounted for as a defined benefit plan. The pension fund rules state that the only obligation for affiliated companies will be to pay the annual plan contributions. There is no obligation for affiliated companies to fund plan deficits. Affiliated companies are also not entitled to any possible surpluses in the pension fund.

Every participating company contributes the same fixed percentage of its total pension base, being pensionable salary minus an individual offset. The Company's pension cost for any period is the amount of contributions due for that period.

The contribution rate for the mandatory scheme will increase from 26.41% (2020) to 27.59% (2021).

PME multi-employer plan	2020	2019	2018
NXP's contributions to the plan (including employees' contributions)	33 4	31 4	34 4
Average number of NXP's active employees participating in the plan	2,048	2,129	2,183
NXP's contribution to the plan exceeded more than 5 percent of the total contribution (as of December 31 of the plan's year end)	No	No	No

The amount for pension costs included in the statement of operations for the year 2020 was \$103 million (2019: \$98 million; 2018: \$105 million) of which \$47 million (2019: \$47 million; 2018: \$49 million) represents defined-contribution plans and \$29 million (2019: \$27 million; 2018: \$30 million) represents the PME multi-employer plans.

#### **Defined-benefit plans**

The benefits provided by defined-benefit plans are based on employees' years of service and compensation levels. Contributions are made by the Company, as necessary, to provide assets sufficient to meet the benefits payable to defined-benefit pension plan participants.

These contributions are determined based upon various factors, including funded status, legal and tax considerations as well as local customs. The Company funds certain defined-benefit pension plans as claims are incurred.

The total ongoing cost of defined-benefit plans amounted to \$27 million in 2020 (2019: a cost of \$24 million; 2018: a cost of \$26 million).

The table below provides a summary of the changes in the pension benefit obligations and defined-benefit pension plan assets for 2020 and 2019, associated with the Company's dedicated plans, and a reconciliation of the funded status of these plans to the amounts recognized in the Consolidated Balance Sheets.

	2020	2019
<b>Projected benefit obligation</b>		
Projected benefit obligation at beginning of year	665	617
Service cost	17	14
Interest cost	7	12
Actuarial (gains) and losses	65	50
Curtailments and settlements	—	—
Benefits paid	(22)	(23)
Exchange rate differences	58	(5)
Projected benefit obligation at end of year	790	665
<b>Plan assets</b>		
Fair value of plan assets at beginning of year	203	201
Actual return on plan assets	5	5
Employer contributions	22	22
Curtailments and settlements	—	—
Benefits paid	(22)	(23)
Exchange rate differences	16	(2)
Fair value of plan assets at end of year	224	203
Funded status	(566)	(462)
<b>Classification of the funded status is as follows</b>		
– Accrued pension cost within other non-current liabilities	(554)	(452)
– Accrued pension cost within accrued liabilities	(12)	(10)
Total	(566)	(462)
<b>Accumulated benefit obligation</b>		
Accumulated benefit obligation for all Company-dedicated benefit pension plans	755	621
Plans with assets less than accumulated benefit obligation (including unfunded plans)		
– Fair value of plan assets	220	198
– Accumulated benefit obligations	750	617
<b>Amounts recognized in accumulated other comprehensive income (before tax)</b>		
Total AOCI at beginning of year	140	94
– Net actuarial loss (gain)	58	47
– Exchange rate differences	16	(1)
Total AOCI at end of year	214	140

The net amount of projected benefit obligation and plan assets for all underfunded (including unfunded) pension plans was \$566 million and \$462 million at December 31, 2020 and 2019, respectively, and was classified as liabilities in the Consolidated Balance Sheets.

For the year ended December 31, 2020, actuarial losses were primarily related to decreases in discount rates of approximately 40 basis points on a weighted basis and updates to mortality table benchmarks in various countries. For the year ended December 31, 2019, actuarial losses were primarily related to decreases in discount rates of approximately 80 basis points.

The weighted average assumptions used to calculate the projected benefit obligations were as follows:

	2020	2019	2018
Discount rate	0.8 %	1.2 %	1.2 %
Rate of compensation increase	1.6 %	1.6 %	1.5 %

The weighted average assumptions used to calculate the net periodic pension cost were as follows:

	2020	2019	2018
Discount rate	1.2 %	2.0 %	1.9 %
Expected returns on plan assets	2.6 %	2.7 %	3.0 %
Rate of compensation increase	1.5 %	1.8 %	1.8 %

For the Company's major plans, the discount rate used is based on high quality corporate bonds (iBoxx Corporate Euro AA 10+).

Plans in certain Asian countries without a deep corporate bond market use a discount rate based on the local sovereign rate and the plans maturity (Bloomberg Government Bond Yields).

Expected returns per asset class are based on the assumption that asset valuations tend to return to their respective long-term equilibria. The Expected Return on Assets for any funded plan equals the average of the expected returns per asset class weighted by their portfolio weights in accordance with the fund's strategic asset allocation.

The components of net periodic pension costs were as follows:

	2020	2019	2018
Service cost	17	14	16
Interest cost on the projected benefit obligation	7	12	12
Expected return on plan assets	(5)	(6)	(6)
Amortization of net (gain) loss	8	4	4
Curtailments & settlements	—	—	—
Net periodic cost	27	24	26

The components of net periodic pension cost other than the service cost component are included in Other financial income (expense) in the Consolidated Statements of Operations.

#### Plan assets

The actual pension plan asset allocation at December 31, 2020 and 2019 is as follows:

	2020	2019
Asset category:		
Equity securities	34 %	31 %
Debt securities	39 %	43 %
Insurance contracts	7 %	7 %
Other	20 %	19 %
	100 %	100 %

We met our target plan asset allocation. The investment objectives for the pension plan assets are designed to generate returns that, along with the future contributions, will enable the pension plans to meet their future obligations. The investments in our major defined benefit plans largely consist of government bonds, "Level 2" Corporate Bonds and cash to mitigate the risk of interest fluctuations. The asset mix of equity, bonds, cash and other categories is evaluated by an asset-liability modeling study for our largest plan. The assets of funded plans in other countries mostly have a large proportion of fixed income securities with return characteristics that are aligned with changes in the liabilities caused by discount rate volatility. Total pension plan assets of \$224 million include \$195 million related to the German and Japanese pension funds.

The following table summarizes the classification of these assets.

	2020			2019		
	Level I	Level II	Level III	Level I	Level II	Level III
Equity securities	—	71	—	—	59	—
Debt securities	8	62	—	11	62	—
Insurance contracts	—	15	—	—	14	—
Other	—	21	18	2	18	14
	8	169	18	13	153	14

The Company currently expects to make \$9 million of employer contributions to defined-benefit pension plans and \$10 million of expected cash payments in relation to unfunded pension plans in 2021.

**Estimated future pension benefit payments**

The following benefit payments are expected to be made (including those for funded plans):

2021	24
2022	24
2023	26
2024	28
2025	28
Years 2026-2030	170

**Postretirement health care benefits**

In addition to providing pension benefits, NXP provides retiree healthcare benefits in the US which are accounted for as defined-benefit plans.

The accumulated postretirement benefit obligation at the end of 2020 equals \$6 million (2019: \$9 million).

## Note 14 - Debt

### Long-term debt

The following table summarizes the outstanding long-term debt as of December 31, 2020 and 2019:

	2020			2019	
	Maturities	Amount	Effective rate	Amount	Effective rate
Fixed-rate 4.125% senior unsecured notes	Jun, 2021	—	4.125	1,350	4.125
Fixed-rate 4.625% senior unsecured notes	Jun, 2022	—	4.625	400	4.625
Fixed-rate 3.875% senior unsecured notes	Sep, 2022	1,000	3.875	1,000	3.875
Fixed-rate 4.625% senior unsecured notes	Jun, 2023	900	4.625	900	4.625
Fixed-rate 4.875% senior unsecured notes	Mar, 2024	1,000	4.875	1,000	4.875
Fixed-rate 2.7% senior unsecured notes	May, 2025	500	2.700	—	—
Fixed-rate 5.35% senior unsecured notes	Mar, 2026	500	5.350	500	5.350
Fixed-rate 3.875% senior unsecured notes	Jun, 2026	750	3.875	750	3.875
Fixed-rate 3.15% senior unsecured notes	May, 2027	500	3.150	—	—
Fixed-rate 5.55% senior unsecured notes	Dec, 2028	500	5.550	500	5.550
Fixed-rate 4.3% senior unsecured notes	Jun, 2029	1,000	4.300	1,000	4.300
Fixed-rate 3.4% senior unsecured notes	May, 2030	1,000	3.400	—	—
Floating-rate revolving credit facility (RCF)	Jun, 2024	—	—	—	—
Total principal		7,650		7,400	
Unamortized discounts, premiums and debt issuance costs		(41)		(35)	
Total debt, including unamortized discounts, premiums, debt issuance costs and fair value adjustments		7,609		7,365	
Current portion of long-term debt		—		—	
Long-term debt		7,609		7,365	

	Range of interest rates	Average rate of interest	Principal amount outstanding				Average remaining term (in years)	Principal amount outstanding
			2020	Due in 2021	Due after 2021	Due after 2025		
USD notes	2.7%-5.6%	4.2 %	7,650	—	7,650	4,250	5.3	7,400
Revolving Credit Facility (1)	— %	— %	—	—	—	—	—	—
Bank borrowings	— %	— %	—	—	—	—	—	—
		4.2 %	7,650	—	7,650	4,250	5.3	7,400

(1) We do not have any borrowings under the \$1,500 million Revolving Credit Facility as of December 31, 2020 and 2019.

As of December 31, 2020, the following principal amounts of long-term debt are due in the next 5 years:

2021	—
2022	1,000
2023	900
2024	1,000
2025	500
Due after 5 years	4,250
	7,650



As of December 31, 2020, the book value of our outstanding long-term debt was \$7,650 million, less debt issuance costs of \$33 million and original issuance/debt discount of \$8 million.

As of December 31, 2020, we had no aggregate principal amount of variable interest rate indebtedness under our loan agreements. The remaining tenor of unsecured debt is on average 5.3 years.

Accrued interest as of December 31, 2020 is \$57 million (December 31, 2019: \$52 million).

## **2020 Financing Activities**

### *2025, 2027 and 2030 Senior Unsecured Notes*

On May 1, 2020, NXP B.V., together with NXP USA Inc. and NXP Funding LLC, issued \$500 million of 2.7% Senior Unsecured Notes due 2025, \$500 million of 3.15% Senior Unsecured Notes due 2027 and \$1 billion of 3.4% Senior Unsecured Notes due 2030. NXP used the net proceeds of the offering of these notes to repay in full on September 28, 2020, the \$1,350 million aggregate principal amount of outstanding 4.125% Senior Notes due 2021 and the \$400 million aggregate principal amount of outstanding 4.625% Senior Notes due 2022.

### *Certain terms and Covenants of the notes*

The Company is not required to make mandatory redemption payments or sinking fund payments with respect to the notes.

The indentures governing the notes contain covenants that, among other things, limit the Company's ability and that of restricted subsidiaries to incur additional indebtedness, create liens, pay dividends, redeem capital stock or make certain other restricted payments or investments; enter into agreements that restrict dividends from restricted subsidiaries; sell assets, including capital stock of restricted subsidiaries; engage in transactions with affiliates; and effect a consolidation or merger. The Company has been in compliance with any such indentures and financing covenants.

No portion of long-term and short-term debt as of December 31, 2020 and December 31, 2019 has been secured by collateral on substantially all of the Company's assets and of certain of its subsidiaries.

We are in compliance with all covenants under our debt agreements as of December 31, 2020.

### *2019 Cash Convertible Senior Notes*

In November 2014, NXP issued \$1,150 million principal amount of its 2019 Cash Convertible Senior Notes (the "Notes"). The Cash Convertible Notes matured on December 1, 2019. All of the holders elected to convert their Cash Convertible Notes for settlement on December 2, 2019, and none of the Cash Convertible Notes were repurchased or converted into cash prior to such date.

On December 2, 2019, we repaid the \$1,150 million aggregate principal amount of the Cash Convertible Notes using available cash.

In separate transactions, NXP also sold warrants to various parties for the purchase of up to 11.18 million shares of NXP's common stock at an initial strike price of \$133.32 per share in a private placement pursuant to Section 4(2) of the Securities Act of 1933, as amended, or the Securities Act. The warrants expired on various dates ranging from March 2, 2020 to May 26, 2020. During the full period the NXP share price was below the conversion price of the warrants, and as such, none of the warrants have been converted. The Warrants are included in diluted earnings per share to the extent the impact is dilutive. As of December 31, 2020, the Warrants were not dilutive.

**Note 15 – Leases**

Operating and finance lease assets relate to buildings (corporate offices, research and development and manufacturing facilities and datacenters), land, machinery and installations and other equipment (vehicles and certain office equipment). These leases, except for land leases, have remaining lease terms of 1 to 30 years (land leases 48 to 90 years), some of which may include options to extend the leases for up to 5 years, and some of which may include options to terminate the leases within 1 year. As of December 31, 2020, assets recorded under finance leases amounted to \$82 million and accumulated depreciation associated with finance leases was \$12 million (2019: \$82 million and \$9 million, respectively). Finance lease liabilities amounted to \$24 million as of December 31, 2020 (December 31, 2019: \$25 million).

The components of operating lease expense were as follows

	<u>2020</u>	<u>2019</u>
Operating lease cost	65	59

Other information related to operating leases was as follows:

**Supplemental cash flows information:**

Operating cash flows from operating leases	63	53
Right-of-use assets obtained in exchange for lease obligations <sup>1)</sup>	50	279
<sup>1)</sup> \$188 million recorded on January 1, 2019 in accordance with the adoption of ASC 842.		
Weighted average remaining lease term	6 years	6 years
Weighted average discount rate:	3 %	3 %

Future minimum lease payments for operating leases as of December 31, 2020 were as follows:

	<u>As of December 31, 2020</u>
2021	64
2022	50
2023	44
2024	28
2025	23
Thereafter	47
Total future minimum lease payments	256
Less: imputed interest	(19)
Total	237

Rent expense amounted to \$9 million in 2020 compared to \$12 million in 2019 (containing as from 2019 only services related to leased assets as well as short-term leases) and \$57 million in 2018 (containing all leases of land and buildings and other equipment as well as related services).

Lease liabilities related to operating leases are split between current and non-current:

	<u>As of December 31,</u>	
	<u>2020</u>	<u>2019</u>
Other current liabilities	60	62
Other non-current liabilities	177	176
Total	237	238

Operating lease right-of-use assets are \$223 million as of December 31, 2020 (December 31, 2019: \$226 million) and are included in other non-current assets in the consolidated balance sheet.

## **Note 16 - Commitments and Contingencies**

### ***Purchase Commitments***

The Company maintains purchase commitments with certain suppliers, primarily for raw materials, semi-finished goods and manufacturing services and for some non-production items. Purchase commitments for inventory materials are generally restricted to a forecasted time-horizon as mutually agreed upon between the parties. This forecasted time-horizon can vary for different suppliers. As of December 31, 2020, the Company had purchase commitments of \$372 million, which are due through 2044.

### ***Litigation***

We are regularly involved as plaintiffs or defendants in claims and litigation relating to a variety of matters such as contractual disputes, personal injury claims, employee grievances and intellectual property litigation. In addition, our acquisitions, divestments and financial transactions sometimes result in, or are followed by, claims or litigation. Some of these claims may possibly be recovered from insurance reimbursements. Although the ultimate disposition of asserted claims cannot be predicted with certainty, it is our belief that the outcome of any such claims, either individually or on a combined basis, will not have a material adverse effect on our consolidated financial position. However, such outcomes may be material to our consolidated statement of operations for a particular period. The Company records an accrual for any claim that arises whenever it considers that it is probable that it is exposed to a loss contingency and the amount of the loss contingency can be reasonably estimated. Legal fees are expensed when incurred.

Based on the most current information available to it and based on its best estimate, the Company also reevaluates at least on a quarterly basis the claims that have arisen to determine whether any new accruals need to be made or whether any accruals made need to be adjusted. Based on the procedures described above, the Company has an aggregate amount of \$17 million accrued for potential and current legal proceedings pending as of December 31, 2020, compared to \$44 million accrued at December 31, 2019 (without reduction for any related insurance reimbursements). The accruals are included in "Other current liabilities" and "Other non-current liabilities". As of December 31, 2020, the Company's balance related to insurance reimbursements was \$8 million (December 31, 2019: \$25 million) and is included in "Other current assets" and "Other non-current assets".

The Company also estimates the aggregate range of reasonably possible losses in excess of the amount accrued based on currently available information for those cases for which such estimate can be made. The estimated aggregate range requires significant judgment, given the varying stages of the proceedings, the existence of multiple defendants (including the Company) in such claims whose share of liability has yet to be determined, the numerous yet-unresolved issues in many of the claims, and the attendant uncertainty of the various potential outcomes of such claims. Accordingly, the Company's estimate will change from time to time, and actual losses may be more than the current estimate. As at December 31, 2020, the Company believes that for all litigation pending its potential aggregate exposure to loss in excess of the amount accrued (without reduction for any amounts that may possibly be recovered under insurance programs) could range between \$0 million and \$23 million. Based upon our past experience with these matters, the Company would expect to receive insurance reimbursement on certain of these claims that would offset the potential maximum exposure of up to \$15 million.

In addition, the Company is currently assisting Motorola in the defense of personal injury lawsuits due to indemnity obligations included in the agreement that separated Freescale from Motorola in 2004. The multi-plaintiff Motorola lawsuits are pending in the Circuit Court of Cook County, Illinois. These claims allege a link between working in semiconductor manufacturing clean room facilities and birth defects in 18 individuals. The Motorola suits allege exposures between 1981 and 2006. Each claim seeks an unspecified amount of damages for the alleged injuries; however, legal counsel representing the plaintiffs has indicated they will seek substantial compensatory and punitive damages from Motorola for the entire inventory of claims which, if proven and recovered, the Company considers to be material. A portion of any indemnity due to Motorola will be reimbursed to NXP if Motorola receives an indemnification payment from its insurance coverage. Motorola has

potential insurance coverage for many of the years indicated above, but with differing types and levels of coverage, self-insurance retention amounts and deductibles. We are in discussions with Motorola and their insurers regarding the availability of applicable insurance coverage for each of the individual cases. Motorola and NXP have denied liability for these alleged injuries based on numerous defenses.

#### **Environmental remediation**

In each jurisdiction in which we operate, we are subject to many environmental, health and safety laws and regulations that govern, among other things, emissions of pollutants into the air, wastewater discharges, the use and handling of hazardous substances, waste disposal, the investigation and remediation of soil and ground water contamination and the health and safety of our employees. We are also required to obtain environmental permits from governmental authorities for certain of our operations.

As with other companies engaged in similar activities or that own or operate real property, the Company faces inherent risks of environmental liability at our current and historical manufacturing facilities. Certain environmental laws impose liability on current or previous owners or operators of real property for the cost of removal or remediation of hazardous substances. Certain of these laws also assess liability on persons who arrange for hazardous substances to be sent to disposal or treatment facilities when such facilities are found to be contaminated.

Soil and groundwater contamination has been identified at our properties in Nijmegen, the Netherlands and near Phoenix, Arizona, United States. The remediation processes at these locations are expected to continue for many years.

As of December 31, 2020, we have recorded \$87 million for environmental remediation costs, which are primarily included in other non-current liabilities in the accompanying Consolidated Balance Sheets. This amount represents the undiscounted future cash flows of our estimated share of costs incurred in environmental cleanup sites without considering recovery of costs from any other party or insurer, since in most cases potentially responsible parties other than us may exist and be held responsible.

#### **Note 17 - Stockholders' Equity and Earnings per Share**

The share capital of the Company as of December 31, 2020 consists of 1,076,257,500 authorized shares, including 430,503,000 authorized shares of common stock, and 645,754,500 authorized but unissued shares of preferred stock.

In October 2018, the board of directors of NXP, as authorized by the annual general meeting of shareholders ("AGM"), approved the repurchase of shares as long as the total number of shares held by NXP in treasury does not exceed 20% (approximately 69 million shares) of the number of shares issued. During the fiscal year-ended December 31, 2019, NXP repurchased 15.9 million shares, for a total of approximately \$1.4 billion, and during the year-ended December 31, 2020, NXP repurchased 4.8 million shares, for a total of approximately \$0.6 billion. As approved by the board of directors, on November 27, 2019, NXP cancelled some 13.2 million shares and on December 15, 2020, NXP cancelled 26 million shares. As a result, the number of issued NXP shares as per December 31, 2019 is 315,519,638 shares and as per December 31, 2020, the Company has issued and paid up 289,519,638 shares of common stock each having a par value of €0.20 or a nominal stock capital of €58 million (2019: €63 million).

#### **Cash dividends**

The following dividends were declared in 2020, 2019 and 2018 under NXP's quarterly dividend program which was introduced as of the third quarter of 2018:

	2020	2019	2018
Dividends declared (in millions)	420	351	147
Dividends declared (per share)	1.50	1.25	0.50

### Share-based awards

The Company has granted share-based awards to the members of our board of directors, management team, our other executives, selected other key employees/talents of NXP and selected new hires to receive the Company's shares in the future. See Note 18, "Share-based Compensation".

### Treasury shares

From time to time, last on June 17, 2019, the General Meeting of Shareholders authorizes the Board of Directors to repurchase shares of our common stock. On that basis, for the first time in 2011 and latest effective November 19, 2019, the Board of Directors executed various share repurchase programs. In accordance with the Company's policy to provide share-based awards from its treasury share inventory, shares which have been repurchased and are held in treasury for delivery upon exercise of options and under restricted and performance share programs, are accounted for as a reduction of stockholders' equity. Treasury shares are recorded at cost, representing the market price on the acquisition date. When issued, shares are removed from treasury shares on a first-in, first-out (FIFO) basis.

Differences between the cost and the proceeds received when treasury shares are reissued, are recorded in capital in excess of par value. Deficiencies in excess of net gains arising from previous treasury share issuances are charged to retained earnings.

The following transactions took place resulting from employee option and share plans:

	2020	2019	2018
Total shares in treasury at beginning of year	34,082,242	35,913,021	3,078,470
Total cost	3,037	3,238	342
Shares acquired under repurchase program	4,828,913	15,865,718	54,376,181
Average price in \$ per share	129.7	90.94	92.07
Amount paid	627	1,443	5,006
Shares delivered	3,866,203	4,513,416	4,241,487
Average price in \$ per share	94.26	93.55	107.75
Amount received	71	84	39
Shares retired	26,000,000	13,183,081	17,300,143
Total shares in treasury at end of year	9,044,952	34,082,242	35,913,021
Total cost	1,037	3,037	3,238

### Shareholder tax on repurchased shares

Under Dutch tax law, the repurchase of a company's shares by an entity in the Netherlands is a taxable event (unless exemptions apply). The tax on the repurchased shares is attributed to the shareholders, with NXP making the payment on the shareholders' behalf. As such, the tax on the repurchased shares is accounted for within stockholders' equity.

The computation of earnings per share (EPS) is presented in the following table:

	2020	2019	2018
Net income (loss)	80	272	2,258
Less: Net income (loss) attributable to non-controlling interests	28	29	50
Net income (loss) attributable to stockholders	52	243	2,208
Weighted average number of shares outstanding (after deduction of treasury shares) during the year (in thousands)	279,763	282,056	325,781
Plus incremental shares from assumed conversion of:			
Options <sup>1)</sup>	526	776	1,145
Restricted Share Units, Performance Share Units and Equity Rights <sup>2)</sup>	3,520	3,079	1,680
Dilutive potential common share	4,046	3,855	2,825
Adjusted weighted average number of shares outstanding (after deduction of treasury shares) during the year (in thousands) <sup>1)</sup>	283,809	285,911	328,606

EPS attributable to stockholders in \$:

Basic net income (loss)	0.19	0.86	6.78
Diluted net income (loss)	0.18	0.85	6.72

- <sup>1)</sup> No stock options to purchase shares of NXP's common stock that were outstanding in 2020 (2019: 0.1 million shares; 2018: 0.1 million shares) were anti-dilutive and were not included in the computation of diluted EPS because the exercise price was greater than the average fair market value of the common stock or the number of shares assumed to be repurchased using the proceeds of unrecognized compensation expense and exercise prices was greater than the weighted average number of shares underlying outstanding stock options.
- <sup>2)</sup> Unvested RSU's, PSU's and equity rights of 0.6 million shares that were outstanding in 2020 (2019: 0.7 million shares; 2018: 0.9 million shares) were anti-dilutive and were not included in the computation of diluted EPS because the number of shares assumed to be repurchased using the proceeds of unrecognized compensation expense was greater than the weighted average number of outstanding unvested RSU's, PSU's and equity rights or the performance goal has not been met.

**Note 18 - Share-based Compensation**

Share-based compensation expense is included in the following line items in our statement of operations:

	2020	2019	2018
Cost of revenue	45	42	40
Research and development	159	141	133
Selling, general and administrative	180	163	141
	384	346	314

The income tax (expense) benefit recognized in net income related to share-based compensation expenses was \$32 million (includes \$10 million of excess tax benefits), \$27 million (includes \$3 million of excess tax benefits) and \$27 million (includes \$4 million of excess tax benefits) for the years ended December 31, 2020, 2019 and 2018, respectively.

**Long Term Incentive Plans (LTIP's)**

The LTIP was introduced in 2010 and is a broad-based long-term retention program to attract, retain and motivate talented employees as well as align stockholder and employee interests. The LTIP provides share-based compensation ("awards") to both our eligible employees and non-employee directors. Awards that may be granted include performance shares, stock options and restricted shares. On October 27, 2020, the Company granted PSU awards to certain executives of the Company with a performance measure of Relative Total Shareholder Return ("Relative TSR"). Each PSU, which cliff vests on the third anniversary of the date of grant, entitles the grant recipient to receive from 0 to 2 common shares for each of the target units awarded based on the Relative TSR of the Company's share price as compared to a set of peer companies. The Company estimates

the fair value of the PSUs using a Monte Carlo valuation model, utilizing assumptions underlying the Black-Scholes methodology. The grant date fair value was \$167.64 per PSU. The fair value of the PSUs is recognized as compensation cost over the service period of 3 years. Awards granted generally will become fully vested upon a termination event occurring within one year following a change in control, as defined. A termination event is defined as either termination of employment or services other than for cause or constructive termination resulting from a significant reduction in either the nature or scope of duties and responsibilities, a reduction in compensation or a required relocation. The number of shares authorized and available for awards at December 31, 2020 was 26.1 million.

A charge of \$376 million was recorded in 2020 for the LTIP (2019: \$339 million; 2018: \$307 million).

A summary of the activity for our LTIP's during 2020 is presented below.

#### Stock options

The options have a strike price equal to the closing share price on the grant date. The fair value of the options has been calculated using the Black-Scholes formula, using the following assumptions:

- an expected life varying from 5.98 to 6.25 years, calculated in accordance with the guidance provided in SEC Staff bulletin No. 110 for plain vanilla options using the simplified method, since our equity shares have been publicly traded for only a limited period of time and we did not have sufficient historical exercise data at the grant date of the options;
- a risk-free interest rate varying from 1.2% to 1.9% (2019: 1.0% to 1.9%; 2018: 0.8% to 2.1%);
- no expected dividend payments; and
- a volatility of 42 – 45% based on the volatility of a set of peer companies. Peer company data was used given the short period of time our shares had been publicly traded.

Above assumptions were valid at the moment NXP granted the options. Changes in the assumptions can materially affect the fair value estimate.

	Stock options	Weighted average exercise price in USD	Weighted average remaining contractual term	Aggregate intrinsic value
Outstanding at January 1, 2020	1,202,909	52.08		
Granted	—	—		
Exercised	547,174	47.77		
Forfeited	11,401	35.53		
Outstanding at December 31, 2020	644,334	56.03	3.46	66
Exercisable at December 31, 2020	644,334	56.03	3.46	66

No options were granted in 2020, 2019 and 2018.

The intrinsic value of the exercised options was \$45 million (2019: \$48 million; 2018: \$59 million), whereas the amount received by NXP was \$26 million (2019: \$45 million; 2018: \$30 million). The tax benefit realized from stock options exercised during fiscal 2020, 2019, and 2018 was \$33 million, \$31 million, and \$34 million, respectively.

At December 31, 2020, there were no (2019: none) unrecognized compensation cost related to non-vested stock options.

### Performance share units

#### Financial performance conditions

	Shares	Weighted average grant date fair value in USD
Outstanding at January 1, 2020	195,098	75.60
Granted	—	—
Vested	—	—
Forfeited	195,098	75.60
Outstanding at December 31, 2020	—	—

#### Market performance conditions

	Shares	Weighted average grant date fair value in USD
Outstanding at January 1, 2020	1,844,187	125.61
Granted	335,567	164.92
Vested	—	—
Forfeited	48,060	125.28
Outstanding at December 31, 2020	2,131,694	131.81

In 2020, the weighted average grant date fair value of performance share units granted was \$164.92 (2019: \$141.64; 2018: \$121.18).

No performance share units vested in 2020 (the fair value of the performance share units at the time of vesting in 2019: none ; 2018: \$6 million).

At December 31, 2020, there was a total of \$89 million (2019: \$135 million; 2018: \$143 million) of unrecognized compensation cost related to non-vested performance share units. This cost is expected to be recognized over a weighted-average period of 2.0 years (2019: 2.0 years; 2018: 2.6 years).

### Restricted share units

	Shares	Weighted average grant date fair value in USD
Outstanding at January 1, 2020	6,006,591	102.20
Granted	2,616,364	129.05
Vested	2,863,408	102.73
Forfeited	366,861	103.86
Outstanding at December 31, 2020	5,392,686	114.83

The weighted average grant date fair value of restricted share units granted in 2020 was \$129.05 (2019: \$111.62; 2018: \$84.77). The fair value of the restricted share units at the time of vesting was \$372 million (2019: \$325 million; 2018: \$263 million).



At December 31, 2020, there was a total of \$502 million (2019: \$501 million; 2018: \$484 million) of unrecognized compensation cost related to non-vested restricted share units. This cost is expected to be recognized over a weighted-average period of 1.5 years (2019: 1.5 years; 2018: 1.5 years).

**Note 19 - Accumulated Other Comprehensive Income (Loss)**

Total comprehensive income (loss) represents net income (loss) plus the results of certain equity changes not reflected in the Consolidated Statements of Operations. The after-tax components of accumulated other comprehensive income (loss) and their corresponding changes are shown below:

	Currency translation differences	Change in fair value cash flow hedges	Net actuarial gain/(losses)	Accumulated Other Comprehensive Income (loss)
As of December 31, 2018	218	(3)	(92)	123
Other comprehensive income (loss) before reclassifications	(15)	(6)	(54)	(75)
Amounts reclassified out of accumulated other comprehensive income (loss)	—	13	—	13
Income tax effects	—	(2)	16	14
Other comprehensive income (loss)	(15)	5	(38)	(48)
As of December 31, 2019	203	2	(130)	75
Other comprehensive income (loss) before reclassifications	78	15	(63)	30
Amounts reclassified out of accumulated other comprehensive income (loss)	—	(4)	—	(4)
Income tax effects	—	(2)	18	16
Other comprehensive income (loss)	78	9	(45)	42
As of December 31, 2020	281	11	(175)	117

**Note 20 - Related-party Transactions**

The Company's related parties are the members of the board of directors of NXP Semiconductors N.V., the members of the management team of NXP Semiconductors N.V. and equity-accounted investees and, up to July 26, 2018, Qualcomm Incorporated.

The following table presents the amounts related to revenue and other income and purchase of goods and services incurred in transactions with these related parties:

	2020	2019	2018
Revenue and other income	54	82	133
Purchase of goods and services	36	64	106

The following table presents the amounts related to receivable and payable balances with these related parties:

	2020	2019
Receivables	3	21
Payables	7	9

**Note 21 - Fair Value of Financial Assets and Liabilities**

The following table summarizes the estimated fair value of our financial instruments which are measured at fair value on a recurring basis:

	Fair value hierarchy	Estimated fair value	
		December 31, 2020	December 31, 2019
<b>Assets:</b>			
Money market funds	1	1,469	6
Marketable equity securities	1	19	1
Derivative instruments-assets	2	18	10
<b>Liabilities:</b>			
Derivative instruments-liabilities	2	—	(1)

The following methods and assumptions were used to estimate the fair value of financial instruments:

***Assets and liabilities measured at fair value on a recurring basis***

Investments in money market funds (as part of our cash and cash equivalents) and marketable equity securities (as part of other non-current assets) have fair value measurements which are all based on quoted prices in active markets for identical assets or liabilities. For derivatives (as part of other current assets or accrued liabilities) the fair value is based upon significant other observable inputs depending on the nature of the derivative.

***Assets and liabilities recorded at fair value on a non-recurring basis***

We measure and record our non-marketable equity securities, equity method investments and non-financial assets, such as intangible assets and property, plant and equipment, at fair value when an impairment charge is required.

***Assets and liabilities not recorded at fair value on a recurring basis***

Financial instruments not recorded at fair value on a recurring basis include non-marketable equity securities and equity method investments that have not been remeasured or impaired in the current period and debt.

As of December 31, 2020, the estimated fair value of debt, including the current portion, was \$8.6 billion (\$7.9 billion as of December 31, 2019). The fair value is estimated on the basis of broker-dealer quotes, which are Level 2 inputs. Accrued interest is included under accrued liabilities and not within the carrying amount or estimated fair value of debt.

**Note 22 - Other Financial Instruments, Derivatives and Currency Risk**

We conduct business in diverse markets around the world and employ a variety of risk management strategies and techniques to manage foreign currency exchange rate and interest rate risks. Our risk management program focuses on the unpredictability of financial markets and seeks to minimize the potentially adverse effects that the volatility of these markets may have on our operating results. One way we achieve this is through the active hedging of risks through the selective use of derivative instruments.

Derivatives are recorded on our Consolidated Balance Sheets at fair value which fluctuates based on changing market conditions.

The Company does not purchase or hold financial derivative instruments for trading purposes.

### Currency risk

The Company's transactions are denominated in a variety of currencies. The Company uses financial instruments to reduce its exposure to the effects of currency fluctuations. Accordingly, the Company's organizations identify and measure their exposures from transactions denominated in other than their own functional currency. We calculate our net exposure on a cash flow basis considering balance sheet items, actual orders received or made and anticipated revenue and expenses. The Company generally hedges foreign currency exposures in relation to transaction exposures, such as receivables/payables resulting from such transactions and part of anticipated sales and purchases. The Company generally uses forwards to hedge these exposures. As of January 1, 2016, as a result of the acquisition of Freescale, NXP has concluded that the functional currency of the holding company is USD. Beginning from January 1, 2016, our U.S. dollar-denominated notes and short term loans will no longer need to be re-measured. Prior to January 1, 2016, the U.S. dollar-denominated debt held by our Dutch subsidiary (which had at that time a euro functional currency) could have generated adverse currency results in financial income and expenses depending on the exchange rate movement between the euro and the U.S. dollar. This exposure was partially mitigated by the application of net investment hedge accounting, which had been applied since May 2011. The U.S. dollar exposure of the net investment in U.S. dollar functional currency subsidiaries was hedged by certain of our U.S. dollar denominated debt. The hedging relationship was assumed to be highly effective. Foreign currency gains or losses on this U.S. dollar debt that were recorded in a euro functional currency entity that were designated as, and to the extent they were effective, as a hedge of the net investment in our U.S. dollar foreign entities, were reported as a translation adjustment in other comprehensive income within equity, and offset in whole or in part the foreign currency changes to the net investment that were also reported in other comprehensive income. Absent the application of net investment hedging, these amounts would have been recorded as a loss within financial income (expense) in the statement of operations.

### Note 23 - Segments and Geographical Information

As discussed in Note 1, we changed our reporting segments to better align with our organizational structure and with the way our chief operating decision maker makes operating decisions, allocates resources, and manages the growth and profitability of the business.

Revenue attributed to geographic areas is based on the customer's shipped-to location. Long-lived assets include Property and equipment, net, which were based on the physical location of the assets as of the end of each year.

### Geographical Information

	Revenue			Property, plant and equipment, net		
	2020	2019	2018	2020	2019	2018
China	3,324	3,147	3,430	257	265	287
Netherlands	222	275	349	212	221	214
United States	750	840	919	766	845	782
Singapore	1,064	1,006	1,220	304	321	298
Germany	483	526	531	51	52	55
Japan	647	780	735	—	—	—
South Korea	327	327	357	—	—	—
Malaysia	95	120	112	288	337	373
Other countries	1,700	1,856	1,754	406	407	427
	8,612	8,877	9,407	2,284	2,448	2,436

**Supplementary Financial Data (unaudited)****NXP Semiconductors N.V.  
Financial Information by Quarter (unaudited)**

(In millions, except per share amounts)

	<b>2020 for Quarter Ended</b>			
	December 31	September 27	June 28	March 29
Revenue	2,507	2,267	1,817	2,021
Gross profit	1,288	1,090	860	997
Net income (loss) attributable to shareholders	309	(22)	(214)	(21)
Earnings per share - Basic	1.10	(0.08)	(0.77)	(0.08)
Earnings per share - Diluted	1.08	(0.08)	(0.77)	(0.08)
Dividends per share of common stock:				
- Declared	0.375	0.375	0.375	0.375
- Paid	0.375	0.375	0.375	0.375

(In millions, except per share amounts)

	<b>2019 for Quarter Ended</b>			
	December 31	September 29	June 30	March 31
Revenue	2,301	2,265	2,217	2,094
Gross profit	1,209	1,186	1,151	1,072
Net income (loss) attributable to shareholders	114	109	41	(21)
Earnings per share - Basic	0.41	0.39	0.15	(0.07)
Earnings per share - Diluted	0.40	0.38	0.14	(0.07)
Dividends per share of common stock:				
- Declared	0.375	0.375	0.25	0.25
- Paid	0.375	0.25	0.25	0.25

**Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure**

Not applicable.

**Item 9A. Controls and Procedures****Disclosure Controls and Procedures**

As of the end of the period covered by this Annual Report, our management, with the participation of our chief executive officer and chief financial officer, conducted an evaluation pursuant to Rule 13a-15(e) and 15d-15(e) of the Exchange Act of the effectiveness of the design and operation of our disclosure controls and procedures. Based on this evaluation, our chief executive officer and chief financial officer concluded that as of the end of the period covered by this Annual Report such disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in reports we filed or submitted under the Exchange Act was recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and included controls and procedures designed to ensure that information required to be disclosed in such reports was accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

**Management's Report on Internal Control over Financial Reporting**

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15(d)-15(f) of the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance, not absolute assurance, regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. Moreover, 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.

Our management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2020 based on the criteria established in "Internal Control - Integrated Framework (2013)" by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on that assessment our management concluded that our internal control over financial reporting was effective as of December 31, 2020.

It should be noted that any control system, regardless of how well it is designed and operated, can provide only reasonable, not absolute, assurance that its objectives will be met. Control systems can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. In addition, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of these and other inherent limitations of control systems, there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

The Company's independent registered public accounting firm, Ernst & Young Accountants LLP, has issued an audit report on the Company's internal control over financial reporting, which appears in Part II, Item 8 of this Form 10-K.

#### **Changes in Internal Control Over Financial Reporting**

There were no changes in the Company's internal control over financial reporting during the three and twelve month periods ended December 31, 2020, which were identified in connection with management's evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Item 9B. Other Information**

Not applicable.

### **PART III**

#### **Item 10. Directors, Executive Officers and Corporate Governance**

Information regarding our directors and executive officers appears under the captions "Board of Directors" and "Executive Officers," respectively, in Part I, Item 1 of this report.

Information regarding certain corporate governance and other matters appearing under the captions "Corporate Governance," "How our Board Governs and Is Governed" and "Item 3: (Re-)appointment of Directors," in the 2021 Proxy Statement to be filed with the SEC within 120 days after December 31, 2020 in connection with the solicitation of proxies for the Company's 2021 annual meeting of shareholders, are incorporated herein by reference.

The Rules Governing the Board adopted by our Board of Directors, as well as the charters of each of the Audit Committee, the Governance and Nominating Committee and the Compensation Committee and the Code of Ethics are posted on the "Investors—Corporate Governance" section of our website at [www.nxp.com](http://www.nxp.com).

#### **Item 11. Executive Compensation**

The sections entitled "Executive Compensation" and "Non-Employee Director Compensation" in our 2021 Proxy Statement to be filed with the SEC within 120 days after December 31, 2020, are incorporated herein by reference.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The sections entitled "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" in our 2021 Proxy Statement to be filed with the SEC within 120 days after December 31, 2020, are incorporated herein by reference.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information under the captions "Certain Relationships and Related Party Transactions," "Item 3: (Re-)appointment of Directors" and "How our Board Governs and Is Governed" in the 2021 Proxy Statement to be filed with the SEC within 120 days after December 31, 2020, are incorporated herein by reference.

**Item 14. Principal Accounting Fees and Services**

The information under the captions "Independent Registered Public Accounting Firm," "Auditors' fees" and "Audit Committee Pre-Approval Policies" in the 2021 Proxy Statement to be filed with the SEC within 120 days after December 31, 2020, are incorporated herein by reference.

**Part IV**

**Item 15. Exhibits and Financial Statement Schedules**

(a) 1. Financial Statements:

See "List of Financial Statements" within the Consolidated Financial Statements

(a) 2. Financial Statement Schedules:

Not applicable or the required information is otherwise included in the Consolidated Financial Statements and accompanying notes.

(a) 3. Exhibits:

The exhibits listed on the index below are filed as part of, or hereby incorporated by reference into, this Form 10-K.

Exhibit Number	Description of Document
3.1	<a href="#">Articles of Association of NXP Semiconductors N.V. dated June 9, 2020 (incorporated by reference to Exhibit 3.1 to the Company's quarterly report on Form 10-Q of NXP Semiconductors N.V., filed on July 28, 2020)</a>
4.1*	<a href="#">Description of the Company's securities</a>
4.2	<a href="#">Senior Indenture dated as of May 23, 2016, between NXP B.V. and NXP Funding LLC as Issuers, each of the guarantors party thereto and Deutsche Bank Trust Company Americas as Trustee (incorporated by reference to Exhibit 2 of the Form 6-K of NXP Semiconductors N.V. filed on August 2, 2016)</a>
4.3	<a href="#">Senior Indenture dated as of August 11, 2016, among NXP B.V. and NXP Funding LLC as Issuers, each of the guarantors party thereto and Deutsche Bank Trust Company Americas as Trustee (incorporated by reference to Exhibit 4.21 of the Form 20-F of NXP Semiconductors N.V. filed on March 3, 2017)</a>
4.4	<a href="#">Senior Indenture dated as of December 6, 2018, among NXP B.V., NXP Funding LLC, each of the guarantors party thereto and Deutsche Bank Trust Company Americas as trustee (incorporated by reference to Exhibit 4.13 of the Form 20-F of NXP Semiconductors N.V. filed on March 1, 2019)</a>
4.5	<a href="#">Senior Indenture dated as of June 18, 2019, among NXP B.V., NXP Funding LLC, NXP USA, Inc. as Issuers, NXP Semiconductors N.V. as Guarantor and Deutsche Bank Trust Company Americas as Trustee (incorporated by reference to Exhibit 4 of the Form 6-K of NXP Semiconductors N.V. filed on July 30, 2019)</a>

- 4.6 [Senior Indenture, dated as of May 1, 2020, among NXP B.V., NXP Funding LLC, NXP USA, Inc. as Issuers, NXP Semiconductors N.V. as Guarantor and Deutsche Bank Trust Company Americas, as Trustee \(incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K of NXP Semiconductors N.V., filed on May 1, 2020\)](#)
- 4.7\* [Registration Rights Agreement, dated December 6, 2018, among NXP B.V. and NXP Funding LLC as Issuers, NXP Semiconductors N.V., NXP Semiconductors Netherlands B.V. and NXP USA, Inc. as Guarantors and Barclays Capital Inc. and Credit Suisse Securities \(USA\) LLC, as Representatives of the Initial Purchasers](#)
- 4.8\* [Registration Rights Agreement, dated June 18, 2019, among NXP B.V., NXP Semiconductors N.V., NXP Funding LLC and NXP USA, Inc. and Goldman Sachs & Co. LLC, BofA Securities, Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC as Representatives of the Initial Purchasers](#)
- 4.9 [Registration Rights Agreement, dated May 1, 2020, among NXP B.V., NXP Semiconductors N.V., NXP Funding LLC and NXP USA, Inc. and Goldman Sachs & Co. LLC, BofA Securities, Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, as Representatives of the Initial Purchasers \(incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K of NXP Semiconductors N.V., filed on May 1, 2020\)](#)
- 10.1 [Intellectual Property Transfer and License Agreement dated as of September 28, 2006 between Koninklijke Philips Electronics N.V. and NXP B.V. \(incorporated by reference to Exhibit 10.1 of the Amendment No. 3 to the Registration Statement on Form F-1 of NXP Semiconductors N.V. filed on June 30, 2010 \(File No. 333-166128\)\)](#)
- 10.2 [Intellectual Property Transfer and License Agreement dated as of November 16, 2009 among NXP B.V., Virage Logic Corporation and VL C.V. \(incorporated by reference to Exhibit 10.2 of the Amendment No. 3 to the Registration Statement on Form F-1 of NXP Semiconductors N.V. filed on June 30, 2010 \(File No. 333-166128\)\)](#)
- 10.3 [Shareholders' agreement dated as of March 30, 1999, as amended among EBD Investments Pte. Ltd., Koninklijke Philips Electronics N.V. and Taiwan Semiconductor Manufacturing Company Ltd. \(incorporated by reference to Exhibit 10.4 of the Amendment No. 3 to the Registration Statement on Form F-1 of NXP Semiconductors N.V. filed on June 30, 2010 \(File No. 333-166128\)\)](#)
- 10.4 [Lease Agreement dated as of December 23, 2004 between Jurong Town Corporation and Systems on Silicon Manufacturing Company Pte. Ltd. for the property at No. 70 Pasir Ris Drive 1, Singapore \(incorporated by reference to Exhibit 10.8 of the Amendment No. 2 to the Registration Statement on Form F-1 of NXP Semiconductors N.V. filed on June 10, 2010 \(File No. 333-166128\)\)](#)
- 10.5+ [Long Term Incentive Plan 2012/3 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan, Restricted Stock Unit Plan and Share Plan \(incorporated by reference to Exhibit 10.23 of the Form 20-F of NXP Semiconductors N.V. filed on March 1, 2013\), Long Term Incentive Plan 2013/4 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan and Restricted Stock Unit Plan \(incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V. filed on February 28, 2014\), Long Term Incentive Plan 2014/5 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan, the Restricted Stock Unit Plan and the Keep Restricted Stock Unit Plan \(incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V. filed on March 6, 2015\), Long Term Incentive Plan 2015/6 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan and the Restricted Stock Unit Plan \(incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V. filed on February 26, 2016\), Long Term Incentive Plan 2016/17 Terms and Conditions with regard to the Restricted Stock Unit Plan \(incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V. filed on March 3, 2017\), Long Term Incentive Plan 2017/18 Terms and Conditions with regard to the Restricted Stock Unit Plan \(incorporated by reference to Exhibit 4.6 of the Form S-8 of NXP Semiconductors N.V. filed on October 25, 2017 \(File No. 333-221118\)\), Long Term Incentive Plan 2018/19 Terms and Conditions with regard to the Performance Stock Units Plan \(incorporated by reference to Exhibit 4.11 of the Form S-8 of NXP Semiconductors N.V. filed on September 14, 2018 \(File No. 333-227332\)\), Long Term Incentive Plan 2018/19 Terms and Conditions with regard to the Restricted Stock Units Plan \(incorporated by reference to Exhibit 4.12 of the Form S-8 of NXP Semiconductors N.V. filed on September 14, 2018 \(File No. 333-227332\)\)](#)

- 10.6+ [NXP Semiconductors N.V. 2019 Omnibus Incentive Plan \(incorporated by reference to Exhibit 4.3 of the Form S-8 of NXP Semiconductors N.V. filed on September 10, 2019 \(File No. 333-233694\)\).](#)
- 10.7+ [Form of Director Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.1 of the Form 10-Q of NXP Semiconductors N.V. filed on October 29, 2019\).](#)
- 10.8+ [Form of Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.2 of the Form 10-Q of NXP Semiconductors N.V. filed on October 29, 2019\).](#)
- 10.9+ [Form of Performance Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.3 of the Form 10-Q of NXP Semiconductors N.V. filed on October 29, 2019\).](#)
- 10.10+ [Employment Agreement between NXP B.V. and Mr. R.L. Clemmer dated July 17, 2009, and amendments dated October 16, 2013 and November 28, 2018 \(incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K of NXP Semiconductors N.V., filed on February 27, 2020\).](#)
- 10.11+ [Employment Letter between NXP USA, Inc. and Peter Kelly dated August 17, 2018 and Employment Agreement between NXP Semiconductors N.V. and Mr. P. Kelly effective June 19, 2012 \(incorporated by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K of NXP Semiconductors N.V., filed on February 27, 2020\).](#)
- 10.12+ [Form of 2015/2016 MT Grant Letter \(incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K of NXP Semiconductors N.V., filed on February 27, 2020\).](#)
- 10.13+ [Form of 2018 MT Annual Grant Letter \(incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K of NXP Semiconductors N.V., filed on February 27, 2020\).](#)
- 10.14+ [Summary of MT Change of Control Severance Arrangement \(incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K of NXP Semiconductors N.V., filed on February 27, 2020\).](#)
- 10.15+ [Summary of MT Death Benefit Arrangement related to Equity Awards \(incorporated by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K of NXP Semiconductors N.V., filed on February 27, 2020\).](#)
- 10.16 [Revolving Credit Agreement dated as of June 11, 2019, among NXP B.V. and NXP Funding LLC, the financial institutions from time to time party thereto, Barclays Bank PLC as Administrative Agent \(incorporated by reference to Exhibit 2 of the Form 6-K of NXP Semiconductors N.V. filed on July 30, 2019\).](#)
- 10.17 [Guaranty, dated as of June 11, 2019, made by NXP Semiconductors N.V. and NXP USA, Inc. and Barclays Bank PLC, as Administrative Agent \(incorporated by reference to Exhibit 3 of the Form 6-K of NXP Semiconductors N.V. filed on July 30, 2019\).](#)
- 10.18+ [Management Agreement dated March 5, 2020 between the Company and Kurt Sievers \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K of NXP Semiconductors N.V., filed on March 9, 2020\).](#)
- 10.19+ [Secondment Addendum dated March 5, 2020 between NXP Semiconductors Germany GmbH and Kurt Sievers \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K of NXP Semiconductors N.V., filed on March 9, 2020\).](#)
- 10.20+ [Agreement dated March 5, 2020 between NXP USA, Inc. and Richard L. Clemmer \(incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K of NXP Semiconductors N.V., filed on March 9, 2020\).](#)
- 10.21+ [Employment Agreement dated October 23, 2009 between NXP Semiconductors Germany GmbH and Kurt Sievers, as amended \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q of NXP Semiconductors N.V., filed on April 28, 2020\).](#)
- 10.22+ [Employment Agreement dated March 18, 2013 between NXP Semiconductors N.V. and Steve Owen \(incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q of NXP Semiconductors N.V., filed on April 28, 2020\).](#)



10.23	<a href="#">Purchase Agreement, dated April 29, 2020, among the Issuers, the Company and Goldman Sachs &amp; Co. LLC, BofA Securities, Inc., Deutsche Bank Securities Inc., Citigroup Global Markets Inc. and Morgan Stanley &amp; Co. LLC, as Initial Purchasers. (incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K of NXP Semiconductors N.V., filed on May 1, 2020)</a>
10.24+	<a href="#">Form of Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q of NXP Semiconductors N.V., filed on October 27, 2020)</a>
10.25*+	<a href="#">Form of Performance Restricted Stock Unit Award Agreement</a>
21.1*	<a href="#">List of Subsidiaries of the Registrant</a>
23.1*	<a href="#">Consent of Ernst &amp; Young LLP</a>
23.2*	<a href="#">Consent of KPMG Accountants N.V.</a>
31.1*	<a href="#">Rule 13a-14(a) / 15d-14(a) Certification of Chief Executive Officer</a>
31.2*	<a href="#">Rule 13a-14(a) / 15d-14(a) Certification of Chief Financial Officer</a>
32.1*	<a href="#">Section 1350 Certifications of Chief Executive Officer and Chief Financial Officer</a>
101	The following financial information from the Company's Annual Report on Form 10-K for the year ended December 31, 2020, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Statements of Operations; (ii) Consolidated Statements of Comprehensive Income; (iii) Consolidated Balance Sheets; (iv) Consolidated Statements of Cash Flows; (v) Consolidated Statements of Changes in Equity; and (vi) Notes to the Consolidated Financial Statements
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
	* Filed or furnished herewith.
	+ Indicates management contract or compensatory plan or arrangements.

**Item 16. Form 10-K Summary**

Not applicable.

**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.

Date: February 25, 2021

**NXP Semiconductors N.V.**

By: /s/ PETER KELLY  
Peter Kelly, Executive Vice President and Chief Financial Officer

### Power of Attorney

**KNOW ALL PERSONS BY THESE PRESENTS**, that each person whose signature appears below hereby constitutes and appoints each of Jennifer Wuamett and Jean A.W. Schreurs, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, in connection with this Annual Report on Form 10-K, to sign any and all amendments to the Form 10-K, 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-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes or substitute, 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 in the capacities indicated on February 25, 2021.

/s/KURT SIEVERS

Kurt Sievers  
Executive Director, President and Chief Executive Officer  
(Principal Executive Officer)

/s/PETER KELLY

Peter Kelly  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer, Principal Accounting Officer)

/s/SIR PETER BONFIELD

Sir Peter Bonfield  
Non-executive Director and Chairman of the Board

/s/KENNETH A. GOLDMAN

Kenneth A. Goldman  
Non-executive Director

/s/JOSEF KAESER

Josef Kaeser  
Non-executive Director

/s/LENA OLIVING

Lena Olving  
Non-executive Director

/s/PETER SMITHAM

Peter Smitham  
Non-executive Director

/s/JULIE SOUTHERN

Julie Southern  
Non-executive Director

/s/JASMIN STAIBLIN

Jasmin Staiblin  
Non-executive Director

/s/GREGORY L. SUMME

Gregory L. Summe  
Non-executive Director

/s/KARL-HENRIK SUNDSTRÖM

Karl-Henrik Sundström  
Non-executive Director

## DESCRIPTION OF NXP ORDINARY SHARES

The following description of the material terms of the NXP ordinary shares is a summary only and is not a complete description of such terms. The rights of the holders of NXP ordinary shares will be governed by Dutch law and the articles of association of NXP.

### Authorized Share Capital

The articles of association of NXP provide for two classes of shares, 430,503,000 NXP ordinary shares and 645,754,500 cumulative preferred shares. The cumulative preferred shares are divided into one series numbered PA, consisting of 430,503,000 cumulative preferred shares and one series numbered PB, consisting of 215,251,500 cumulative preferred shares. All shares have a par value of EUR 0.20 each.

### Issuance of NXP Ordinary Shares

NXP ordinary shares are issued pursuant to a resolution proposed by the NXP board and adopted by the NXP general meeting.

The NXP board is authorized to issue shares if the NXP board has been authorized to do so by the NXP general meeting for a period not exceeding five years.

### Pre-emptive rights

Upon the issuance of NXP ordinary shares, each holder of NXP ordinary shares has a pre-emptive right in proportion to the aggregate amount of its NXP ordinary shares. Holders of NXP ordinary shares do not have pre-emptive rights upon an issuance of NXP ordinary shares to NXP employees, an issuance of NXP ordinary shares against a contribution in kind or an issuance of cumulative preferred shares.

Pre-emptive rights can be restricted or excluded by the NXP general meeting, or by the NXP board if thereto authorized by the NXP general meeting for a period not exceeding five years.

### Transfer of NXP Ordinary Shares

NXP ordinary shares can be transferred by private deed to which the transferor and the transferee are a party. All NXP ordinary shares traded on NASDAQ are included in the DTC-system and delivery of those shares will take effect through the clearing and settlement facilities of DTC.

### Form of NXP Ordinary Shares

NXP ordinary shares are issued in registered form only. No share certificates are issued for NXP ordinary shares.

### Repurchase of NXP Ordinary Shares

NXP is permitted to acquire fully paid-up shares in its own capital at any time if no consideration is paid therefor.

Furthermore, subject to certain provisions of Dutch law and the articles of association of NXP, NXP is permitted to repurchase fully paid-up shares in its own share capital if (i) the portion of NXP's equity that exceeds the aggregate of the paid-up and called-up part of the share capital and the reserves that must be maintained pursuant to Dutch law or the articles of association of NXP is at least equal to the aggregate purchase price paid in the repurchase and (ii) the aggregate par value of the shares to be acquired, and of any shares already held, by NXP and its subsidiaries does not exceed one-half of NXP's issued capital.

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NXP will only be able to repurchase its shares following a resolution of the NXP board, acting pursuant to an authorization for the repurchase of shares granted by the NXP general meeting not exceeding a period of 18 months.

No authorization of the NXP general meeting is required if NXP shares are acquired by NXP for transfer to employees of NXP or its subsidiaries pursuant to a compensation scheme.

#### Capital Reduction

The NXP general meeting may resolve to reduce the issued share capital by reducing the par value of the shares through an amendment to the articles of association of NXP or by cancelling shares. Only NXP ordinary shares held by NXP can be cancelled.

#### Dividends and Other Distributions

The profits earned by NXP in a financial year will be distributed as follows:

- If any cumulative preferred shares series PA are outstanding, a preferred dividend will be paid on each outstanding cumulative preferred share of series PA in an amount equal to 12-month EURIBOR plus up to 300 basis points as determined by the NXP board to be calculated over the paid-up part of the par value of the cumulative preferred shares and any unpaid preferred dividends relating to prior years.
- If in a given financial year no profit is made or the profits are insufficient to allow for the full payment of the preferred dividend on the cumulative preferred shares series PA, the deficit will be charged to the distributable reserves. If the distributable reserves are not sufficient either, the profits earned in subsequent years will be applied first to clear the deficit on the cumulative preferred shares series PA.
- After payment in full on the cumulative preferred shares series PA, a distribution will be made on the cumulative preferred shares series PB. The immediately preceding two bullets above apply mutatis mutandis on the payment of distributions on the cumulative preferred shares series PB.
- Any amount of profits remaining after the payment described in the immediately preceding three bullets above will be carried to the reserve as the NXP board may deem necessary.
- The then remaining profits are at the free disposal of the NXP general meeting.

Distributions of profits will be permitted only to the extent of that portion of NXP's equity that exceeds the aggregate of the paid-up and called-up part of the share capital and the reserves that must be maintained pursuant to Dutch law or the articles of association of NXP.

Distributions will be paid after the adoption of NXP's annual accounts, except that the NXP board may pay interim distributions to be charged against the distribution of profits if it appears from NXP's interim accounts that the requirements for the distribution of profits will be satisfied.

#### General Meeting

An NXP general meeting will be held at least once a year within six months after the end of the financial year. NXP general meetings are held in the Netherlands, in the municipality of Amsterdam, The Hague, Eindhoven, Haarlemmermeer, Rotterdam or Utrecht.

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Notice of an NXP general meeting will be given at least 15 days before the date of the meeting. The record date for the NXP general meeting will be 28 days prior to the date of the meeting.

NXP shareholders (individually or collectively) representing at least 3% of NXP's issued share capital will be entitled to include items on the agenda of any NXP general meeting. The request must be made by such shareholders at the latest 60 days before the date the NXP general meeting.

One or more NXP shareholders representing (individually or collectively) at least 10% of NXP's issued share capital may request the Dutch court to order that an NXP general meeting be held and may on their application be authorized by the court to convene an NXP general meeting. The court will refuse the application only if the applicants have not previously requested the NXP board to convene an NXP general meeting and the NXP board has not taken the necessary steps so that the NXP general meeting could be held within six weeks after the request.

#### Voting Rights and Quorum

Each NXP ordinary share confers the right to cast one vote at the NXP general meeting.

Resolutions proposed to the NXP general meeting by the NXP board are adopted by a simple majority of the votes cast unless Dutch law or the articles of association of NXP provide otherwise. Resolutions proposed by NXP shareholders require a resolution adopted by a two-thirds majority of the votes cast, which two-thirds majority represents at least half of the issued share capital. Subject to any provision of Dutch law and any higher quorum requirement stipulated by the articles of association, the general meeting can only pass resolutions if at least the majority of the issued and outstanding shares in NXP's capital are present or represented at such general meeting.

Blank votes and invalid votes will be regarded as not have been cast. No votes may be cast in respect of NXP ordinary shares that are held by NXP or its subsidiaries.

#### Amendment to the Articles of Association

The NXP general meeting is authorized to amend the articles of association of NXP, but only upon proposal by the NXP board. If a proposal to amend the articles of association of NXP is to be made at an NXP general meeting the notice convening the general meeting will state so. A copy of the proposal will be kept available at NXP's corporate seat in Eindhoven, the Netherlands, and such other locations as the NXP board determines for inspection by NXP shareholders until the conclusion of the NXP general meeting.

#### Major Transactions, Mergers, Demergers and Dissolution

Resolutions of the NXP board regarding significant changes in the identity or nature of NXP or its businesses must be approved by the NXP general meeting. Significant changes in the identity or nature of NXP or its businesses include:

- the transfer of all or nearly all of the businesses of NXP to a third party;
  - entering into or terminating a long-term cooperation of NXP with a third party, if such cooperation is of major significance to NXP;
  - becoming or withdrawing as a fully liable partner in a limited partnership or general partnership if such partnership is of major significance to NXP; or
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- acquiring or disposing of participating interests in the capital of any legal entity at a value at least equal to one third of the sum of the assets of NXP as shown on its consolidated balance sheet according to the most recently adopted annual accounts (which accounts are prepared in accordance with International Financial Reporting Standards as adopted by the European Union (IFRS)).

The resolution to enter into a legal merger or demerger or to dissolve NXP is adopted by the NXP general meeting on a proposal of the NXP board. In the event NXP is dissolved, the NXP board will be the liquidators of its assets, unless the NXP general meeting appoints other liquidators.

#### Listing

The NXP ordinary shares are listed on NASDAQ under the ticker symbol “NXPL.”

#### Anti-Takeover Provisions

Under Dutch law various protective measures are as such possible and admissible, within the boundaries set by Dutch case law and Dutch statutory law. NXP’s articles of association authorize the issuance of cumulative preferred shares as a separate class of equity securities that could be issued for defensive purposes. Such shares would typically have both a liquidation and dividend preference over the NXP ordinary shares and otherwise accrue cash dividends at a fixed rate. As the issuance of preferred shares must be first adopted by the NXP general meeting on a proposal of the NXP board, any issuance of preferred shares for defensive purposes must first be approved by a majority of shareholders. Currently, no such preferred shares are issued or outstanding and currently, the NXP board has not been authorized to issue such preferred shares.



NXP B.V.  
NXP Funding LLC

Registration Rights Agreement

\$1,000,000,000 4.875% Senior Notes Due 2024  
\$500,000,000 5.350% Senior Notes Due 2026  
\$500,000,000 5.550% Senior Notes Due 2028

December 6, 2018

This Registration Rights Agreement dated December 6, 2018 (this “Agreement”) is entered into by and among NXP B.V., a private limited liability company (besloten vennootschap) incorporated and existing under the laws of the Netherlands (the “Company”), NXP Funding LLC, a Delaware limited liability company (together with the Company, the “Issuers”), NXP Semiconductors N.V., the Company’s holding company (the “Parent”), NXP Semiconductors Netherlands B.V. and NXP USA, Inc. (together with the Parent, the “Guarantors”) and Barclays Capital Inc. and Credit Suisse Securities (USA) LLC, as representatives (the “Representatives”) of the several purchasers named in Schedules I to the Purchase Agreement (as defined below) (the “Initial Purchasers”).

The Issuers, the Guarantors and the Initial Purchasers are parties to the Purchase Agreement dated December 3, 2018 (the “Purchase Agreement”), which provides for the sale by the Issuers to the Initial Purchasers of \$1,000,000,000 aggregate principal amount of the Issuers’ 4.875% Senior Notes due 2024 (the “2024 Notes”), \$500,000,000 aggregate principal amount of the Issuers’ 5.350% Senior Notes due 2026 (the “2026 Notes”) and \$500,000,000 aggregate principal amount of the Issuers’ 5.550% Senior Notes due 2028 (the “2028 Notes”) and, together with the 2024 Notes and the 2026 Notes, the “Notes”), which will be guaranteed on an unsecured senior basis by each of the Guarantors (the “Guarantees”) and together with the Notes, the “Securities”). Each of the 2024 Notes, the 2026 Notes and the 2028 Notes are sometimes referred to herein as a “Series” of Notes, and each of the 2024 Notes, the 2026 Notes and the 2028 Notes, together with the related Guarantees thereof, are sometimes referred to herein as a “Series” of Securities. As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Issuers and the Guarantors have agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Additional Interest” shall have the meaning set forth in Section 2(d) hereof.

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“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which banking institutions in London, United Kingdom or New York, New York are authorized or required by law to close. For purposes of this Agreement, if the day on which any deadline specified in this Agreement expires is not a Business Day, such deadline shall be deemed to expire on the next succeeding Business Day.

“Company” shall have the meaning set forth in the preamble and shall also include the Company’s successors.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Exchange Act Report” shall mean any report to be filed by the Parent, any of the other Guarantors or the Issuers under the Exchange Act.

“Exchange Dates” shall have the meaning set forth in Section 2(a)(ii) hereof.

“Exchange Offer” shall mean the exchange offer by the Issuers and the Guarantors of Exchange Securities for Registrable Securities pursuant to Section 2(a) hereof.

“Exchange Offer Registration” shall mean a registration under the Securities Act effected pursuant to Section 2(a) hereof.

“Exchange Offer Registration Statement” shall mean an exchange offer registration statement on Form F-4 (or, if applicable, on another appropriate form) and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein. For the avoidance of doubt, any such Exchange Offer Registration Statement may cover, at the Company’s option, any debt securities issued in exchange for other debt securities of the Issuers.

“Exchange Securities” shall mean, with respect to the Registrable Securities of each Series, senior notes issued by the Issuers and guaranteed by the Guarantors under the Indenture containing terms identical to the Securities of such Series (except that the Exchange Securities will not be subject to restrictions on transfer or to any increase in annual interest rate for failure to comply with this Agreement) and to be offered to Holders of Securities of such Series in exchange for Securities of such Series pursuant to the Exchange Offer.

“FINRA” means the Financial Industry Regulatory Authority, Inc.

“Free Writing Prospectus” means each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Issuers or used or referred to by the Issuers in connection with the sale of the Securities or the Exchange Securities.

“Holders” shall mean the Initial Purchasers, for so long as they own any Registrable Securities, and each of their successors, assigns and direct and indirect

transferees who become owners of Registrable Securities under the Indenture; provided that, for purposes of Section 4 and Section 5 hereof, the term “Holder” shall include Participating Broker-Dealers.

“Indemnified Person” shall have the meaning set forth in Section 5(c) hereof.

“Indemnifying Person” shall have the meaning set forth in Section 5(c) hereof.

“Indenture” shall mean the Indenture relating to the Securities dated as of December 6, 2018, among the Issuers, the Guarantors and Deutsche Bank Trust Company Americas, as trustee, as the same may be supplemented or amended from time to time in accordance with the terms thereof.

“Initial Purchasers” shall have the meaning set forth in the preamble.

“Inspector” shall have the meaning set forth in Section 3(a)(xiv) hereof.

“Issuers” shall have the meaning set forth in the preamble.

“Majority Holders” shall mean, with respect to any Series of Registrable Securities or all Series of Registrable Securities, as applicable, the Holders of a majority of the aggregate principal amount of the outstanding Registrable Securities of such Series; provided that whenever the consent or approval of Holders of a specified percentage of Registrable Securities of such Series is required hereunder, any Registrable Securities of such Series owned directly or indirectly by the Issuers or any of their controlled affiliates shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount; and provided, further, that if the Issuers shall issue any additional Securities under the Indenture prior to consummation of the Exchange Offer or, if applicable, the effectiveness of any Shelf Registration Statement, such additional Securities of such Series and the Registrable Securities of such Series to which this Agreement relates shall be treated together as one class for purposes of determining whether the consent or approval of Holders of a specified percentage of Registrable Securities has been obtained.

“Notice and Questionnaire” shall mean a notice of registration statement and selling security holder questionnaire distributed to a Holder by the Issuers upon receipt of a Shelf Request from such Holder.

“Participating Broker-Dealers” shall have the meaning set forth in Section 4(a) hereof.

“Participating Holder” shall mean any Holder of Registrable Securities that has returned a completed and signed Notice and Questionnaire to the Issuers in accordance with Section 2(b) hereof.

“Person” shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

“Prospectus” shall mean the prospectus included in, or, pursuant to the rules and regulations of the Securities Act, deemed a part of, a Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities or other securities covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including any document incorporated by reference therein.

“Purchase Agreement” shall have the meaning set forth in the preamble.

“Registrable Securities” shall mean the Securities; provided that any Securities shall cease to be Registrable Securities at the earliest date (i) when a Registration Statement with respect to such Securities has become effective under the Securities Act and such Securities have been exchanged or disposed of pursuant to such Registration Statement, (ii) when such Securities cease to be outstanding or (iii) except in the case of Securities that otherwise remain Registrable Securities and that are held by an Initial Purchaser and that are ineligible to be exchanged in the Exchange Offer, when the Exchange Offer is consummated.

“Registration Default” shall mean, as to any Series of Notes, the occurrence of any of the following: (i) the Exchange Offer, with respect to such Series of Notes, is not completed on or prior to the Target Registration Date, (ii) the Shelf Registration Statement, with respect to such Series of Notes, if required pursuant to Section 2(b)(i) hereof, has not become effective on or prior to the Target Registration Date, (iii) if the Issuers receive a Shelf Request pursuant to Section 2(b)(ii), the Shelf Registration Statement required to be filed thereby has not become effective by the later of (a) the Target Registration Date and (b) 90 days after delivery of such Shelf Request, or (iv) the Shelf Registration Statement, if required by this Agreement, has become effective and thereafter ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement, (a) at any time in any 12-month period during the Shelf Effectiveness Period, and such failure to remain effective or usable exists for more than 90 days (whether or not consecutive) in any 12-month period, or (b) on more than two occasions in any 12-month period during the Shelf Effectiveness Period.

“Registration Expenses” shall mean any and all reasonable expenses incident to performance of or compliance by the Issuers and the Guarantors with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any Underwriters or Holders in connection with blue sky qualification of any Exchange Securities or Registrable Securities), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any Free Writing Prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements and any other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and

disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Issuers and the Guarantors and, in the case of a Shelf Registration Statement, the fees and disbursements of one counsel for the Participating Holders (which counsel shall be selected by the Participating Holders holding a majority of the aggregate principal amount of Registrable Securities held by such Participating Holders and which counsel may also be counsel for the Initial Purchasers) and (viii) the fees and disbursements of the independent registered public accountants of the Issuers and the Guarantors, including the expenses of any special audits or “comfort” letters required by or incident to the performance of and compliance with this Agreement, but excluding in all cases fees and expenses of counsel to the Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

“Registration Statement” shall mean any registration statement of the Issuers and the Guarantors that covers any of the Exchange Securities, Registrable Securities or other securities in accordance with the terms of this Agreement and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“Representatives” shall have the meaning set forth in the preamble.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities” shall have the meaning set forth in the preamble.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Shelf Effectiveness Period” shall have the meaning set forth in Section 2(b) hereof.

“Shelf Registration” shall mean a registration effected pursuant to Section 2(b) hereof.

“Shelf Registration Statement” shall mean a “shelf” registration statement of the Issuers and the Guarantors that covers all or a portion of the Registrable Securities and, at the Company’s option, any other debt securities issued by the Issuers from time to time on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“Shelf Request” shall have the meaning set forth in Section 2(b) hereof.

“Staff” shall mean the staff of the SEC.

“Target Registration Date” shall mean June 30, 2022.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended from time to time.

“Trustee” shall mean the trustee with respect to the Securities under the Indenture.

“Underwriter” shall have the meaning set forth in Section 3(e) hereof.

“Underwritten Offering” shall mean an offering in which Registrable Securities are sold to an Underwriter for reoffering to the public.

2. Registration Under the Securities Act.

(a) To the extent not prohibited by any applicable law or the SEC or applicable interpretations of the Staff, the Issuers and the Guarantors shall prepare and use their commercially reasonable efforts to (x) cause to be filed an Exchange Offer Registration Statement covering an offer to the Holders to exchange all the Registrable Securities for Exchange Securities and (y) have such Registration Statement become and remain effective until 90 days after the last Exchange Date for use by one or more Participating Broker-Dealers.

The Issuers and the Guarantors shall commence the Exchange Offer by mailing or otherwise transmitting, in compliance with the applicable procedures of the depository for such Registrable Securities, the related Prospectus, appropriate letters of transmittal and other accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law, substantially the following:

(i) that the Exchange Offer is being made pursuant to this Agreement and that all Registrable Securities validly tendered and not properly withdrawn will be accepted for exchange;

(ii) the period of acceptance for exchange (which shall be a period of at least 20 Business Days from the date such notice is mailed or otherwise transmitted) (the “Exchange Dates”);

(iii) that any Registrable Security not tendered will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement, except as otherwise specified herein;

(iv) that any Holder electing to have a Registrable Security exchanged pursuant to the Exchange Offer will be required to (A) surrender such Registrable Security, together with the appropriate letters of transmittal, to the institution and at the address and in the manner specified in the notice, or (B) effect such exchange otherwise in compliance with the applicable procedures of the



depository for such Registrable Security, in each case on or prior to the last Exchange Date; and

(v) that any Holder will be entitled to withdraw its election, not later than the last Exchange Date, by (A) sending to the institution and at the address specified in the notice, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Registrable Securities delivered for exchange and a statement that such Holder is withdrawing its election to have such Securities exchanged or (B) effecting such withdrawal in compliance with the applicable procedures of the depository for the Registrable Securities.

As a condition to participating in the Exchange Offer, a Holder will be required to represent to the Issuers and the Guarantors that (1) any Exchange Securities to be received by it will be acquired in the ordinary course of its business, (2) at the time of the commencement of the Exchange Offer it has no arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities in violation of the provisions of the Securities Act, (3) it is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of any Issuer or Guarantor and (4) if such Holder is a broker-dealer that will receive Exchange Securities for its own account in exchange for Registrable Securities that were acquired as a result of market-making or other trading activities, then such Holder will deliver a Prospectus (or, to the extent permitted by law, make available a Prospectus to purchasers) in connection with any resale of such Exchange Securities.

As soon as practicable after the last Exchange Date, the Issuers and the Guarantors shall:

(I) accept for exchange Registrable Securities or portions thereof validly tendered and not properly withdrawn pursuant to the Exchange Offer; and

(II) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Issuers and issue, and cause the Trustee to promptly authenticate and deliver to each Holder, Exchange Securities equal in principal amount to the principal amount of the Registrable Securities tendered by such Holder.

The Issuers and the Guarantors shall use their commercially reasonable efforts to complete the Exchange Offer as provided above and shall comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws and regulations in connection with the Exchange Offer.

(b) (i) In the event that the Issuers and the Guarantors determine that the Exchange Offer Registration provided for in Section 2(a) hereof would violate any applicable law or is prohibited by the SEC or applicable interpretations of the Staff or (ii) upon receipt of a written request (a "Shelf Request") from any Initial Purchaser representing that it holds Registrable Securities that are or were ineligible to be exchanged in the Exchange Offer, the Issuers and the Guarantors shall use their

commercially reasonable efforts to cause to be filed as soon as practicable after such determination or Shelf Request, as the case may be, a Shelf Registration Statement providing for the sale of all the Registrable Securities by the Holders thereof and to have such Shelf Registration Statement become effective; provided that no Holder will be entitled to have any Registrable Securities included in any Shelf Registration Statement, or entitled to use the prospectus forming a part of such Shelf Registration Statement, until such Holder shall have delivered a completed and signed Notice and Questionnaire and provided such other information regarding such Holder to the Issuers as is contemplated by Section 3(b) hereof.

In the event that the Issuers and the Guarantors are required to file a Shelf Registration Statement pursuant to clause (ii) of the preceding paragraph, the Issuers and the Guarantors shall use their commercially reasonable efforts to file and have become effective both an Exchange Offer Registration Statement pursuant to Section 2(a) hereof with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by the Initial Purchasers after completion of the Exchange Offer.

The Issuers and the Guarantors agree to use their commercially reasonable efforts to keep the Shelf Registration Statement, if required, continuously effective until the earliest of (x) the date the Securities cease to be Registrable Securities, (y) the date that is one year after the effective date of such Shelf Registration Statement and (z) the date when Holders, other than Holders that are “affiliates” (as defined in Rule 144) of the Issuers, are able to sell such Securities without restriction, and without reliance as to the availability of current public information, pursuant to Rule 144 promulgated under the Securities Act (the “Shelf Effectiveness Period”). The Issuers and the Guarantors further agree to supplement or amend the Shelf Registration Statement, the related Prospectus and any Free Writing Prospectus if required by the rules, regulations or instructions applicable to the registration form used by the Issuers for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder or if reasonably requested by a Participating Holder of Registrable Securities with respect to information relating to such Participating Holder, and to use their commercially reasonable efforts to cause any such amendment to become effective, if required, and such Shelf Registration Statement, Prospectus or Free Writing Prospectus, as the case may be, to become usable as soon as thereafter practicable subject to Section 3(d) below. The Issuers and the Guarantors agree to furnish to the Participating Holders copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Issuers and the Guarantors shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) or Section 2(b) hereof. Each Holder shall pay all underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of such Holder’s Registrable Securities pursuant to the Exchange Offer Registration Statement and the Shelf Registration Statement.

(d) If a Registration Default occurs with respect to the Registrable Securities of a Series, the interest rate on the Registrable Securities of such Series will be increased by (i) 0.25% per annum for the first 90-day period beginning on the day of such Registration Default and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, in each case until, but not including, the date such Registration Default ends, up to a maximum increase of 0.50% per annum (such interest referred to in clauses (i) and (ii) above, “Additional Interest”). A Registration Default, with respect to the Registrable Securities of a Series, ends when the Securities of such Series cease to be Registrable Securities or, if earlier, (1) in the case of a Registration Default under clause (i) of the definition thereof, when the Exchange Offer is completed, (2) in the case of a Registration Default under clause (ii) or clause (iii) of the definition thereof, when the Shelf Registration Statement becomes effective or (3) in the case of a Registration Default under clause (iv) or clause (v) of the definition thereof, when the Shelf Registration Statement again becomes effective or the Prospectus again becomes usable. If at any time more than one Registration Default has occurred and is continuing, then, until the next date that there is no Registration Default, the increase in interest rate provided for by this paragraph shall apply as if there occurred a single Registration Default that begins on the date that the earliest such Registration Default occurred and ends on such next date that there is no Registration Default.

(e) It is acknowledged that the interest rate increase set forth in Section 2(d) hereof is the sole remedy for any default hereunder.

### 3. Registration Procedures.

(a) In connection with their obligations pursuant to Section 2(a) and Section 2(b) hereof, the Issuers and the Guarantors shall:

(i) prepare and file with the SEC a Registration Statement on the appropriate form under the Securities Act, which form (A) shall be selected by the Issuers and the Guarantors, (B) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the Holders thereof and (C) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith; and use their commercially reasonable efforts to cause such Registration Statement to become effective and remain effective for the applicable period in accordance with Section 2 hereof;

(ii) subject to Section 3(d) below, (A) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period in accordance with Section 2 hereof and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act; and (B) keep each Prospectus current during the period described in Section 4(3) of, and Rule 174 under, the Securities Act that is applicable to transactions by



brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(iii) to the extent any Free Writing Prospectus is used, file with the SEC any Free Writing Prospectus that is required to be filed by the Issuers or the Guarantors with the SEC in accordance with the Securities Act and to retain any Free Writing Prospectus not required to be filed;

(iv) in the case of a Shelf Registration, furnish to each Participating Holder, to counsel for the Initial Purchasers, to counsel for such Participating Holders and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, each preliminary prospectus or Free Writing Prospectus, if any, and any amendment or supplement thereto, as such Participating Holder, counsel or Underwriter may reasonably request in order to facilitate the sale or other disposition of the Registrable Securities thereunder; and, subject to Section 3(c) hereof, the Issuers and the Guarantors consent to the use of such Prospectus, preliminary prospectus or such Free Writing Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the Participating Holders and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and in the manner described in such Prospectus, preliminary prospectus or such Free Writing Prospectus or any amendment or supplement thereto in accordance with applicable law;

(v) in the case of a Shelf Registration, use their commercially reasonable efforts to register or qualify the Registrable Securities under all applicable state securities or blue sky laws of such jurisdictions as any Participating Holder shall reasonably request in writing by the time the applicable Registration Statement becomes effective; cooperate with such Participating Holders in connection with any filings required to be made with FINRA; and do any and all other acts and things that may be reasonably necessary or advisable to enable each Participating Holder to complete the disposition in each jurisdiction of the Registrable Securities owned by such Participating Holder; provided that none of the Issuers or Guarantors shall be required to (1) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (2) file any general consent to service of process in any such jurisdiction or (3) subject itself to taxation in any such jurisdiction if it is not so subject or otherwise incur unreasonable expense;

(vi) in the case of a Shelf Registration, notify counsel for the Initial Purchasers and notify each Participating Holder and counsel for such Participating Holders promptly and, if requested by any such Participating Holder or counsel, confirm such advice in writing (1) when a Registration Statement has become effective, when any post-effective amendment thereto has been filed and becomes effective, when any Free Writing Prospectus has been filed or any amendment or supplement to the Prospectus or any Free Writing Prospectus has been filed, (2) of

any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement, Prospectus or any Free Writing Prospectus or for additional information after the Registration Statement has become effective, (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Issuers of any notice of objection of the SEC to the use of a Shelf Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act, (4) if, between the applicable effective date of a Shelf Registration Statement and the closing of any sale of Registrable Securities covered thereby, any Issuer or Guarantor receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (5) of the happening of any event during the period a Registration Statement is effective that makes any statement made in such Registration Statement or the related Prospectus or any Free Writing Prospectus untrue in any material respect or that requires the making of any changes in such Registration Statement or Prospectus or any Free Writing Prospectus in order to make the statements therein not misleading and (6) of any determination by any Issuer or Guarantor that a post-effective amendment to a Registration Statement or any amendment or supplement to the Prospectus or any Free Writing Prospectus would be appropriate;

(vii) subject to Section 3(d) below, use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or, in the case of a Shelf Registration, the resolution of any objection of the SEC pursuant to Rule 401(g)(2) under the Securities Act, including by filing an amendment to such Registration Statement on the proper form, at the earliest possible moment and provide immediate notice to each Holder or Participating Holder of the withdrawal of any such order or such resolution;

(viii) in the case of a Shelf Registration, furnish to each Participating Holder upon request, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without any documents incorporated therein by reference or exhibits thereto, unless requested);

(ix) in the case of a Shelf Registration, cooperate with the Participating Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends and enable such Registrable Securities to be issued in such denominations and registered in such names (consistent with the provisions of the Indenture) as such Participating Holders may reasonably request at least one Business Day prior to the closing of any sale of Registrable Securities;

(x) upon the occurrence of any event contemplated by Section 3(a)(vi)(5) hereof, subject to Section 3(d) below, use their commercially

reasonable efforts to prepare and file with the SEC a supplement or post-effective amendment to the applicable Exchange Offer Registration Statement or Shelf Registration Statement or the related Prospectus or any Free Writing Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered (or, to the extent permitted by law, made available) to purchasers of the Registrable Securities, such Prospectus or Free Writing Prospectus, as the case may be, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Issuers shall notify the Participating Holders (in the case of a Shelf Registration Statement) and the Initial Purchasers and any Participating Broker-Dealers known to the Issuers (in the case of an Exchange Offer Registration Statement) to suspend use of the Prospectus or any Free Writing Prospectus as promptly as practicable after the occurrence of such an event, and such Participating Holders, such Participating Broker-Dealers and the Initial Purchasers, as applicable, hereby agree to suspend use of the Prospectus or any Free Writing Prospectus, as the case may be, upon receipt of such notice from the Issuers until the Issuers and the Guarantors have amended or supplemented the Prospectus or the Free Writing Prospectus, as the case may be, to correct such misstatement or omission;

(xi) the Issuers and the Guarantors shall not, at any time after initial filing of a Registration Statement, use or file any Prospectus, any Free Writing Prospectus, any amendment of or supplement to a Registration Statement or a Prospectus or a Free Writing Prospectus, or any document that is to be incorporated by reference into a Registration Statement (other than an Exchange Act Report), a Prospectus or a Free Writing Prospectus, of which the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders and their counsel) shall not have previously been advised and furnished a copy or to which the Initial Purchasers or their counsel or the Participating Holders or their counsel shall reasonably object;

(xii) obtain a CUSIP number for all Exchange Securities or Registrable Securities, as the case may be, not later than the initial effective date of a Registration Statement;

(xiii) cause the Indenture to be qualified under the Trust Indenture Act in connection with the registration of the Exchange Securities or Registrable Securities, as the case may be; cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and execute, and use their commercially reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(xiv) in the case of a Shelf Registration, make available for inspection by one representative of the Participating Holders and any Underwriter participating in any disposition pursuant to such Shelf Registration Statement (any such Person, an “Inspector”), at reasonable times and in a reasonable manner, all pertinent financial and other records, documents and properties of the Parent and its subsidiaries; provided that an Inspector shall be required to execute a customary confidentiality agreement subject to customary exceptions for information provided to financial institutions in connection with information provided for due diligence purposes in connection with a securities offering;

(xv) if reasonably requested by any Participating Holder, promptly include in a Prospectus supplement or post-effective amendment such information with respect to such Participating Holder as such Participating Holder reasonably requests to be included therein and make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Issuers have received notification of the matters to be so included in such filing; and

(xvi) in the case of a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith reasonably requested by the majority of Holders in order to expedite or facilitate the disposition of such Registrable Securities including, but not limited to, an Underwritten Offering, and, if entering into an underwriting agreement, make such representations and warranties in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings (consistent with the Purchase Agreement), and take all such other commercially reasonable actions in connection therewith in order to expedite or facilitate the disposition of the Registrable Securities pursuant to any Registration Statement contemplated by this Agreement, all to such extent as may be reasonably requested by any Initial Purchaser or by any Holder of Registrable Securities or underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Agreement; and if an underwriting or similar agreement is entered into in connection with an Underwritten Offering, the Issuers shall use commercially reasonable efforts to:

(I) furnish to each Initial Purchaser, each selling Holder and each underwriter, if any, in such form, substance and scope as they may reasonably request and as are customarily made by issuers to underwriters in primary underwritten offerings:

- (a) a certificate signed by (y) the Chief Executive Officer of the Parent or (z) the Chief Financial Officer of the Parent, confirming, as of the date thereof, such matters as such Holders may reasonably request;
- (b) an opinion of counsel for the Issuers and the Guarantors, covering such customary matters as

such parties may reasonably request, and in any event including a customary negative assurance letter; and

- (c) a customary comfort letter from the Parent's independent accountants, or such other applicable independent accountants in the customary form and covering matters of the type customarily covered in comfort letters to underwriters in connection with underwritten offerings, and affirming the matters set forth in the comfort letters delivered pursuant to Section 5(f) of the Purchase Agreement; and

(II) deliver such other customary documents and certificates as may be reasonably requested by such parties to evidence compliance with Section 3(a)(xvi)(I) hereof and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Issuers pursuant to this Section 3(a)(xvi), if any.

(b) In the case of a Shelf Registration Statement, the Issuers may require, as a condition to including a Holder's Registrable Securities in the Registration Statement, each Holder of Registrable Securities to furnish to the Issuers a Notice and Questionnaire and such other information regarding such Holder and the proposed disposition by such Holder of such Registrable Securities as the Issuers and the Guarantors may from time to time reasonably request in writing. No Holder of Registrable Securities shall be entitled to include any of its Registrable Securities in any Shelf Registration pursuant to this Agreement unless such Holder furnishes to the Issuers in writing, within 20 days after receipt of a written request therefor, such information as the Issuers may reasonably request for inclusion in any Shelf Registration or Prospectus included therein, and no such Holder shall be entitled to Additional Interest pursuant hereto following the twentieth day after such request is received unless and until such Holder shall have provided such information.

(c) Each Participating Holder agrees that, upon receipt of any notice from the Issuers and the Guarantors of the happening of any event of the kind described in Section 3(a)(vi)(3) or Section 3(a)(vi)(5) hereof or any notice pursuant to Section 3(d), such Participating Holder will forthwith discontinue disposition of Registrable Securities pursuant to the Shelf Registration Statement until such Participating Holder's receipt of the copies of the supplemented or amended Prospectus and any Free Writing Prospectus contemplated by Section 3(a)(x) hereof or notice that the period referred to in Section 3(d) has ended and, if so directed by the Issuers and the Guarantors, such Participating Holder will deliver to the Issuers and the Guarantors all copies in its possession, other than permanent file copies then in such Participating Holder's possession, of the Prospectus and any Free Writing Prospectus covering such Registrable Securities that is current at the time of receipt of such notice.



(d) The Issuers may postpone effecting a Shelf Registration (or the maintenance of its effectiveness and usability) if the Issuers determine in good faith that effecting the registration (or such maintenance of effectiveness and usability) would materially and adversely affect an offering of securities of the Issuers or if the Issuers are in possession of material non-public information the disclosure of which would not be in the best interests of the Issuers. The Issuers and the Guarantors may give any such notice only twice during any 365-day period and any such suspensions shall not exceed 90 days in the aggregate during any 365-day period.

(e) The Participating Holders who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the investment bank or investment banks and manager or managers (each an “Underwriter”) that will administer the offering will be selected by the Holders of a majority in principal amount of the Registrable Securities included in such offering and shall be reasonably acceptable to the Issuers. All expenses of the Underwritten Offering (other than Registration Expenses and expenses of the Parent and its subsidiaries) shall be borne by the Participating Holders and the Underwriters, as agreed amongst them.

(f) Each Holder agrees that such Holder shall not take any action that would result in the Issuers or Guarantors being required to file with the SEC a free writing prospectus, as defined in Rule 405, as amended, under the Securities Act, prepared by or on behalf of such Holder that otherwise would not be required to be filed by the Issuers or Guarantors thereunder, but for the action of such Holder.

#### 4. Participation of Broker-Dealers in Exchange Offer.

(a) The Staff has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offer in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a “Participating Broker-Dealer”) may be deemed to be an “underwriter” within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities.

The Issuers and the Guarantors understand that it is the Staff’s position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers (or, to the extent permitted by law, made available to purchasers) to satisfy their prospectus delivery obligation under the Securities Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the Securities Act.

(b) In light of the above, and subject to section 3(d), the Issuers and the Guarantors agree to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement for a period of up to 90 days after the last Exchange Date, in

order to expedite or facilitate the disposition of any Exchange Securities by Participating Broker-Dealers consistent with the positions of the Staff recited in Section 4(a) above. The Issuers and the Guarantors further agree that Participating Broker-Dealers shall be authorized, subject to Section 3(d), to deliver such Prospectus (or, to the extent permitted by law, make available) during such period in connection with the resales contemplated by this Section 4.

(c) The Initial Purchasers shall have no liability to the Issuers, any Guarantor or any Holder with respect to any amendment or supplement to the Prospectus contained in the Exchange Offer Registration Statement made pursuant to Section 4(b) hereof.

5. Indemnification and Contribution.

(a) Each of the Issuers and Guarantors, jointly and severally, agree to indemnify and hold harmless each Initial Purchaser and each Holder, their respective affiliates, directors and officers and each Person, if any, who controls any Initial Purchaser or any Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (1) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (2) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus or any Free Writing Prospectus, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser or information relating to any Holder furnished to the Issuers and the Guarantors in writing by or on behalf of such parties. In connection with any Underwritten Offering permitted by Section 3, the Issuers and the Guarantors, jointly and severally, will also indemnify the Underwriters, if any, selling brokers, dealers and similar securities industry professionals participating in the distribution, their respective affiliates and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent and on the same bases as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement, any Prospectus or any Free Writing Prospectus.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Issuers, the Guarantors, the Initial Purchasers and the other selling Holders, the directors of the Issuers and the Guarantors, each officer of the Issuers and the Guarantors who signed the Registration Statement and each Person, if any, who controls the Issuers, the Guarantors, any Initial Purchaser and any other selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the

same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Holder furnished to the Issuers and the Guarantors in writing by such Holder expressly for use in any Registration Statement, any Prospectus and any Free Writing Prospectus.

(c) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such Person (the “Indemnified Person”) shall promptly notify the Person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person (which consent shall not be unreasonably withheld or delayed), be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 5 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to one local counsel per jurisdiction) for all Indemnified Persons, and that all such fees and expenses shall be reasonable and shall be reimbursed as they are incurred. Any such separate firm (x) for any Initial Purchaser, its affiliates, directors and officers and any control Persons of such Initial Purchaser shall be designated in writing by the Representatives, (y) for any Holder, its directors and officers and any control Persons of such Holder shall be designated in writing by the Majority Holders for all applicable Series of Registrable Securities and (z) in all other cases shall be designated in writing by the Issuers. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written



consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (A) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuers and the Guarantors from the offering of the Securities and the Exchange Securities, on the one hand, and by the Holders from receiving Securities or Exchange Securities registered under the Securities Act, on the other hand, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Issuers and the Guarantors on the one hand and the Holders on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Issuers and the Guarantors on the one hand and the Holders on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuers and the Guarantors or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Issuers, the Guarantors and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 5, in no event shall a Holder be required to contribute any amount in excess of the amount by which the total price at which the Securities or Exchange Securities sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the

Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 5 are several and not joint.

(f) The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

(g) The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Initial Purchasers or any Holder or any Person controlling any Initial Purchaser or any Holder, or by or on behalf of the Issuers or the Guarantors or the officers or directors of or any Person controlling the Issuers or the Guarantors, (iii) acceptance of any of the Exchange Securities and (iv) any sale of Registrable Securities pursuant to a Shelf Registration Statement.

#### 6. General.

(a) **No Inconsistent Agreements.** The Issuers and the Guarantors represent, warrant and agree that (i) the rights granted to the Holders hereunder do not in any way conflict in any material respect with and are not inconsistent with the rights granted to the holders of any other outstanding securities issued or guaranteed by any Issuer or Guarantor under any other agreement and (ii) none of the Issuers or Guarantors have entered into, or on or after the date of this Agreement will enter into, any agreement that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts in any material respect with the provisions hereof.

(b) **Amendments and Waivers.** The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Issuers and the Guarantors have obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or consent; provided that, with respect to any amendment, modification supplement, waiver or consent to Section 5 above that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Issuers and the Guarantors shall obtain the written consent of each such Initial Purchaser against which such amendment, modification, supplement, waiver or consent is to be effective. Any amendments, modifications, supplements, waivers or consents pursuant to this Section 6(b) shall be by a writing executed by each of the parties hereto.

(c) **Notices.** All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Issuers by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Initial Purchasers, the address set forth in the Purchase Agreement; (ii) if to the Issuers and the Guarantors, initially at the address set forth in the Purchase

Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c); and (iii) to such other persons at their respective addresses as provided in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c). All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged, if telecopied; and on the next Business Day if timely delivered to an air courier guaranteeing overnight delivery. Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Initial Purchasers (in their capacity as Initial Purchasers) shall have no liability or obligation to the Issuers or the Guarantors with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) Third Party Beneficiaries. Each Holder shall be a third-party beneficiary to the agreements made hereunder (excluding those agreements made in Section 5 hereto) between the Issuers and the Guarantors, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of other Holders hereunder.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts (in the form of an original or a facsimile or a "pdf" file), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) Headings. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not limit or otherwise affect the meaning hereof.

(h) Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by and construed in accordance with the internal laws of the State of New York.

(i) **Submission to Jurisdiction.** Each of the Issuers and Guarantors irrevocably submits to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York (the “Specified Courts”) over any suit, action or proceeding arising out of or relating to this Agreement (each, a “Related Proceeding”). Each of the Issuers and Guarantors irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any Related Proceeding brought in such a court and any claim that any such Related Proceeding brought in such a court has been brought in an inconvenient forum. To the extent that the Issuers and the Guarantors have or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, each of the Issuers and Guarantors irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any Related Proceeding. As a matter of Dutch law, the assets of the Company, and of each Guarantor incorporated under the laws of The Netherlands, are not intended for public use (openbare dienst) and as a result the Company, and each Guarantor incorporated under the laws of The Netherlands, is not entitled to immunity from legal proceedings, nor are its assets immune from execution. Notwithstanding the foregoing, any action based on this Agreement may be instituted by the Initial Purchasers in any competent court in The Netherlands.

(j) **Appointment of Agent for Service of Process.** Each of the Issuers and Guarantors hereby irrevocably appoints NXP Funding LLC as its agent for service of process in any Related Proceeding and agrees that service of process in any such Related Proceeding may be made upon it by courier and by certified mail (return receipt requested), fees and postage prepaid, at the office of such agent. Each of the Issuers and Guarantors waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. Each of the Issuers and Guarantors represents and warrants that such agent has agreed to act as such Issuer’s or Guarantor’s agent for service of process, and each of the Issuers and Guarantors agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

(k) **Entire Agreement; Severability.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Issuers, the Guarantors and the Initial Purchasers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NXP B.V.

By: /s/ Jean Schreurs  
Name: Jean Schreurs  
Title: Authorized Signatory

NXP Funding LLC

By: /s/ Jean Schreurs  
Name: Jean Schreurs  
Title: Authorized Signatory

NXP Semiconductors N.V.

By: /s/ Jean Schreurs  
Name: Jean Schreurs  
Title: Authorized Signatory

NXP Semiconductors Netherlands B.V.

By: /s/ Jean Schreurs  
Name: Jean Schreurs  
Title: Authorized Signatory

NXP USA, Inc.

By: /s/ Jennifer Wuamett  
Name: Jennifer Wuamett  
Title: President

[Signature Page to the Registration Rights Agreement]

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Confirmed and accepted as of the date first  
above written for themselves and on behalf  
of the several Initial Purchasers:

Barclays Capital, Inc.

By: /s/ E. Pete Contrucci III  
Name: E. Pete Contrucci III  
Title: Managing Director

Credit Suisse Securities (USA) LLC

By: /s/ Christopher Murphy  
Name: Christopher Murphy  
Title: Managing Director

[Signature Page to the Registration Rights Agreement]

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NXP B.V.  
NXP Funding LLC  
NXP USA, Inc.

Registration Rights Agreement

\$750,000,000 3.875% Senior Notes Due 2026  
\$1,000,000,000 4.300% Senior Notes Due 2029

June 18, 2019

This Registration Rights Agreement dated June 18, 2019 (this "Agreement") is entered into by and among NXP B.V., a private limited liability company (besloten vennootschap) incorporated and existing under the laws of the Netherlands (the "Company"), NXP Semiconductors N.V., the Company's holding company (the "Guarantor"), NXP Funding LLC, a Delaware limited liability company ("NXP Funding") and NXP USA, Inc., a Delaware limited liability company ("NXP USA", and together with NXP Funding, and the Company, the "Issuers" and each an "Issuer") and BofA Securities, Inc., Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC, as representatives (the "Representatives") of the several purchasers named in Schedules I to the Purchase Agreement (as defined below) (the "Initial Purchasers").

The Issuers and the Initial Purchasers are parties to the Purchase Agreement dated June 11, 2019 (the "Purchase Agreement"), which provides for the sale by the Issuers to the Initial Purchasers of \$750,000,000 aggregate principal amount of the Issuers' 3.875% Senior Notes due 2026 (the "2026 Notes") and \$1,000,000,000 aggregate principal amount of the Issuers' 4.300% Senior Notes due 2029 (the "2029 Notes" and, together with the 2026 Notes, the "Notes"), which will be guaranteed on an unsecured senior basis by the Guarantor (the "Guarantee" and together with the Notes, the "Securities"). Each of the 2026 Notes and the 2029 Notes are sometimes referred to herein as a "Series" of Notes, and each of the 2026 Notes and the 2029 Notes, together with the related Guarantee thereof, are sometimes referred to herein as a "Series" of Securities. As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Issuers and the Guarantor have agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Additional Interest" shall have the meaning set forth in Section 2(d) hereof.

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which banking institutions in London, United Kingdom or New York, New York are



authorized or required by law to close. For purposes of this Agreement, if the day on which any deadline specified in this Agreement expires is not a Business Day, such deadline shall be deemed to expire on the next succeeding Business Day.

“Company” shall have the meaning set forth in the preamble and shall also include the Company’s successors.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Exchange Act Report” shall mean any report to be filed by the Guarantor or the Issuers under the Exchange Act.

“Exchange Dates” shall have the meaning set forth in Section 2(a)(ii) hereof.

“Exchange Offer” shall mean the exchange offer by the Issuers and the Guarantor of Exchange Securities for Registrable Securities pursuant to Section 2(a) hereof.

“Exchange Offer Registration” shall mean a registration under the Securities Act effected pursuant to Section 2(a) hereof.

“Exchange Offer Registration Statement” shall mean an exchange offer registration statement on Form F-4 (or, if applicable, on another appropriate form) and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein. For the avoidance of doubt, any such Exchange Offer Registration Statement may cover, at the Issuers’ option, any debt securities issued in exchange for other debt securities of the Issuers.

“Exchange Securities” shall mean, with respect to the Registrable Securities of each Series, senior notes issued by the Issuers and guaranteed by the Guarantor under the Indenture containing terms identical to the Securities of such Series (except that the Exchange Securities will not be subject to restrictions on transfer or to any increase in annual interest rate for failure to comply with this Agreement) and to be offered to Holders of Securities of such Series in exchange for Securities of such Series pursuant to the Exchange Offer.

“FINRA” means the Financial Industry Regulatory Authority, Inc.

“Free Writing Prospectus” means each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Issuers or used or referred to by the Issuers in connection with the sale of the Securities or the Exchange Securities.

“Holders” shall mean the Initial Purchasers, for so long as they own any Registrable Securities, and each of their successors, assigns and direct and indirect transferees who become owners of Registrable Securities under the Indenture; provided that, for purposes of Section 4 and Section 5 hereof, the term “Holders” shall include Participating Broker-Dealers.

Indemnified Person shall have the meaning set forth in Section 5(c) hereof.

Indemnifying Person shall have the meaning set forth in Section 5(c) hereof.

Indenture shall mean the Indenture relating to the Securities dated as of June 18, 2019, among the Issuers, the Guarantor and Deutsche Bank Trust Company Americas, as trustee, as the same may be supplemented or amended from time to time in accordance with the terms thereof.

Initial Purchasers shall have the meaning set forth in the preamble.

Inspector

Issuers Indenture, as may be amended.

Majority Holders shall mean, with respect to any Series of Registrable Securities or all Series of Registrable Securities, as applicable, the Holders of a majority of the aggregate principal amount of the outstanding Registrable Securities of such Series; provided that whenever the consent or approval of Holders of a specified percentage of Registrable Securities of such Series is required hereunder, any Registrable Securities of such Series owned directly or indirectly by the Issuers or any of their controlled affiliates shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount; and provided, further, that if the Issuers shall issue any additional Securities under the Indenture prior to consummation of the Exchange Offer or, if applicable, the effectiveness of any Shelf Registration Statement, such additional Securities of such Series and the Registrable Securities of such Series to which this Agreement relates shall be treated together as one class for purposes of determining whether the consent or approval of Holders of a specified percentage of Registrable Securities has been obtained.

Notice and Questionnaire shall mean a notice of registration statement and selling security holder questionnaire distributed to a Holder by the Issuers upon receipt of a Shelf Request from such Holder.

Participating Broker-Dealers shall have the meaning set forth in Section 4(a) hereof.

Participating Holder shall mean any Holder of Registrable Securities that has returned a completed and signed Notice and Questionnaire to the Issuers in accordance with Section 2(b) hereof.

Person shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

Prospectus shall mean the prospectus included in, or, pursuant to the rules and regulations of the Securities Act, deemed a part of, a Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any

prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities or other securities covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including any document incorporated by reference therein.

“Purchase Agreement” shall have the meaning set forth in the preamble.

“Registrable Securities” shall mean the Securities; provided that any Securities shall cease to be Registrable Securities at the earliest date (i) when a Registration Statement with respect to such Securities has become effective under the Securities Act and such Securities have been exchanged or disposed of pursuant to such Registration Statement, (ii) when such Securities cease to be outstanding or (iii) except in the case of Securities that otherwise remain Registrable Securities and that are held by an Initial Purchaser and that are ineligible to be exchanged in the Exchange Offer, when the Exchange Offer is consummated.

“Registration Default” shall mean, as to any Series of Notes, the occurrence of any of the following: (i) the Exchange Offer, with respect to such Series of Notes, is not completed on or prior to the Target Registration Date, (ii) the Shelf Registration Statement, with respect to such Series of Notes, if required pursuant to Section 2(b)(i) hereof, has not become effective on or prior to the Target Registration Date, (iii) if the Issuers receive a Shelf Request pursuant to Section 2(b)(ii), the Shelf Registration Statement required to be filed thereby has not become effective by the later of (a) the Target Registration Date and (b) 90 days after delivery of such Shelf Request, or (iv) the Shelf Registration Statement, if required by this Agreement, has become effective and thereafter ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement, (a) at any time in any 12-month period during the Shelf Effectiveness Period, and such failure to remain effective or usable exists for more than 90 days (whether or not consecutive) in any 12-month period, or (b) on more than two occasions in any 12-month period during the Shelf Effectiveness Period.

“Registration Expenses” shall mean any and all reasonable expenses incident to performance of or compliance by the Issuers and the Guarantor with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any Underwriters or Holders in connection with blue sky qualification of any Exchange Securities or Registrable Securities), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any Free Writing Prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements and any other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Issuers and the Guarantor and, in the case of a Shelf

Registration Statement, the fees and disbursements of one counsel for the Participating Holders (which counsel shall be selected by the Participating Holders holding a majority of the aggregate principal amount of Registrable Securities held by such Participating Holders and which counsel may also be counsel for the Initial Purchasers) and (viii) the fees and disbursements of the independent registered public accountants of the Issuers and the Guarantor, including the expenses of any special audits or “comfort” letters required by or incident to the performance of and compliance with this Agreement, but excluding in all cases fees and expenses of counsel to the Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

“Registration Statement” shall mean any registration statement of the Issuers and the Guarantor that covers any of the Exchange Securities, Registrable Securities or other securities in accordance with the terms of this Agreement and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“Representatives” shall have the meaning set forth in the preamble.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities” shall have the meaning set forth in the preamble.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Shelf Effectiveness Period” shall have the meaning set forth in Section 2(b) hereof.

“Shelf Registration” shall mean a registration effected pursuant to Section 2(b) hereof.

“Shelf Registration Statement” shall mean a “shelf” registration statement of the Issuers and the Guarantor that covers all or a portion of the Registrable Securities and, at the Issuers’ option, any other debt securities issued by the Issuers from time to time on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“Shelf Request” shall have the meaning set forth in Section 2(b) hereof.

“Staff” shall mean the staff of the SEC.

“Target Registration Date” shall mean June 30, 2022.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended from time to time.

“Trustee” shall mean the trustee with respect to the Securities under the Indenture.

“Underwriter” shall have the meaning set forth in Section 3(e) hereof.

“Underwritten Offering” shall mean an offering in which Registrable Securities are sold to an Underwriter for reoffering to the public.

2. Registration Under the Securities Act.

(a) To the extent not prohibited by any applicable law or the SEC or applicable interpretations of the Staff, the Issuers and the Guarantor shall prepare and use their commercially reasonable efforts to (x) cause to be filed an Exchange Offer Registration Statement covering an offer to the Holders to exchange all the Registrable Securities for Exchange Securities and (y) have such Registration Statement become and remain effective until 90 days after the last Exchange Date for use by one or more Participating Broker-Dealers.

The Issuers and the Guarantor shall commence the Exchange Offer by mailing or otherwise transmitting, in compliance with the applicable procedures of the depository for such Registrable Securities, the related Prospectus, appropriate letters of transmittal and other accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law, substantially the following:

(i) that the Exchange Offer is being made pursuant to this Agreement and that all Registrable Securities validly tendered and not properly withdrawn will be accepted for exchange;

(ii) the period of acceptance for exchange (which shall be a period of at least 20 Business Days from the date such notice is mailed or otherwise transmitted) (the “Exchange Dates”);

(iii) that any Registrable Security not tendered will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement, except as otherwise specified herein;

(iv) that any Holder electing to have a Registrable Security exchanged pursuant to the Exchange Offer will be required to (A) surrender such Registrable Security, together with the appropriate letters of transmittal, to the institution and at the address and in the manner specified in the notice, or (B) effect such exchange otherwise in compliance with the applicable procedures of the depository for such Registrable Security, in each case on or prior to the last Exchange Date; and

(v) that any Holder will be entitled to withdraw its election, not later than the last Exchange Date, by (A) sending to the institution and at the address



specified in the notice, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Registrable Securities delivered for exchange and a statement that such Holder is withdrawing its election to have such Securities exchanged or (B) effecting such withdrawal in compliance with the applicable procedures of the depository for the Registrable Securities.

As a condition to participating in the Exchange Offer, a Holder will be required to represent to the Issuers and the Guarantor that (1) any Exchange Securities to be received by it will be acquired in the ordinary course of its business, (2) at the time of the commencement of the Exchange Offer it has no arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities in violation of the provisions of the Securities Act, (3) it is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of any Issuer or the Guarantor and (4) if such Holder is a broker-dealer that will receive Exchange Securities for its own account in exchange for Registrable Securities that were acquired as a result of market-making or other trading activities, then such Holder will deliver a Prospectus (or, to the extent permitted by law, make available a Prospectus to purchasers) in connection with any resale of such Exchange Securities.

As soon as practicable after the last Exchange Date, the Issuers and the Guarantor shall:

- (I) accept for exchange Registrable Securities or portions thereof validly tendered and not properly withdrawn pursuant to the Exchange Offer; and
- (II) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Issuers and issue, and cause the Trustee to promptly authenticate and deliver to each Holder, Exchange Securities equal in principal amount to the principal amount of the Registrable Securities tendered by such Holder.

The Issuers and the Guarantor shall use their commercially reasonable efforts to complete the Exchange Offer as provided above and shall comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws and regulations in connection with the Exchange Offer.

(b) (i) In the event that the Issuers and the Guarantor determine that the Exchange Offer Registration provided for in Section 2(a) hereof would violate any applicable law or is prohibited by the SEC or applicable interpretations of the Staff or (ii) upon receipt of a written request (a "Shelf Request") from any Initial Purchaser representing that it holds Registrable Securities that are or were ineligible to be exchanged in the Exchange Offer, the Issuers and the Guarantor shall use their commercially reasonable efforts to cause to be filed as soon as practicable after such determination or Shelf Request, as the case may be, a Shelf Registration Statement providing for the sale of all the Registrable Securities by the Holders thereof and to have such Shelf Registration Statement become effective; provided that no Holder will be entitled to have any Registrable Securities included in any Shelf Registration Statement,

or entitled to use the prospectus forming a part of such Shelf Registration Statement, until such Holder shall have delivered a completed and signed Notice and Questionnaire and provided such other information regarding such Holder to the Issuers as is contemplated by Section 3(b) hereof.

In the event that the Issuers and the Guarantor are required to file a Shelf Registration Statement pursuant to clause (ii) of the preceding paragraph, the Issuers and the Guarantor shall use their commercially reasonable efforts to file and have become effective both an Exchange Offer Registration Statement pursuant to Section 2(a) hereof with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by the Initial Purchasers after completion of the Exchange Offer.

The Issuers and the Guarantor agree to use their commercially reasonable efforts to keep the Shelf Registration Statement, if required, continuously effective until the earliest of (x) the date the Securities cease to be Registrable Securities, (y) the date that is one year after the effective date of such Shelf Registration Statement and (z) the date when Holders, other than Holders that are “affiliates” (as defined in Rule 144) of the Issuers, are able to sell such Securities without restriction, and without reliance as to the availability of current public information, pursuant to Rule 144 promulgated under the Securities Act (the “Shelf Effectiveness Period”). The Issuers and the Guarantor further agree to supplement or amend the Shelf Registration Statement, the related Prospectus and any Free Writing Prospectus if required by the rules, regulations or instructions applicable to the registration form used by the Issuers for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder or if reasonably requested by a Participating Holder of Registrable Securities with respect to information relating to such Participating Holder, and to use their commercially reasonable efforts to cause any such amendment to become effective, if required, and such Shelf Registration Statement, Prospectus or Free Writing Prospectus, as the case may be, to become usable as soon as thereafter practicable subject to Section 3(d) below. The Issuers and the Guarantor agree to furnish to the Participating Holders copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Issuers and the Guarantor shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) or Section 2(b) hereof. Each Holder shall pay all underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of such Holder’s Registrable Securities pursuant to the Exchange Offer Registration Statement and the Shelf Registration Statement.

(d) If a Registration Default occurs with respect to the Registrable Securities of a Series, the interest rate on the Registrable Securities of such Series will be increased by (i) 0.25% per annum for the first 90-day period beginning on the day of such Registration Default and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, in each case until, but not including, the date such Registration Default ends, up to a maximum increase of 0.50% per annum (such interest referred to in

clauses (i) and (ii) above, "Additional Interest"). A Registration Default, with respect to the Registrable Securities of a Series, ends when the Securities of such Series cease to be Registrable Securities or, if earlier, (1) in the case of a Registration Default under clause (i) of the definition thereof, when the Exchange Offer is completed, (2) in the case of a Registration Default under clause (ii) or clause (iii) of the definition thereof, when the Shelf Registration Statement becomes effective or (3) in the case of a Registration Default under clause (iv) or clause (v) of the definition thereof, when the Shelf Registration Statement again becomes effective or the Prospectus again becomes usable. If at any time more than one Registration Default has occurred and is continuing, then, until the next date that there is no Registration Default, the increase in interest rate provided for by this paragraph shall apply as if there occurred a single Registration Default that begins on the date that the earliest such Registration Default occurred and ends on such next date that there is no Registration Default.

(e) It is acknowledged that the interest rate increase set forth in Section 2(d) hereof is the sole remedy for any default hereunder.

3. Registration Procedures.

(a) In connection with their obligations pursuant to Section 2(a) and Section 2(b) hereof, the Issuers and the Guarantor shall:

(i) prepare and file with the SEC a Registration Statement on the appropriate form under the Securities Act, which form (A) shall be selected by the Issuers and the Guarantor, (B) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the Holders thereof and (C) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith; and use their commercially reasonable efforts to cause such Registration Statement to become effective and remain effective for the applicable period in accordance with Section 2 hereof;

(ii) subject to Section 3(d) below, (A) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period in accordance with Section 2 hereof and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act; and (B) keep each Prospectus current during the period described in Section 4(3) of, and Rule 174 under, the Securities Act that is applicable to transactions by brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(iii) to the extent any Free Writing Prospectus is used, file with the SEC any Free Writing Prospectus that is required to be filed by the Issuers or the Guarantor with the SEC in accordance with the Securities Act and to retain any Free Writing Prospectus not required to be filed;



(iv) in the case of a Shelf Registration, furnish to each Participating Holder, to counsel for the Initial Purchasers, to counsel for such Participating Holders and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, each preliminary prospectus or Free Writing Prospectus, if any, and any amendment or supplement thereto, as such Participating Holder, counsel or Underwriter may reasonably request in order to facilitate the sale or other disposition of the Registrable Securities thereunder; and, subject to Section 3(c) hereof, the Issuers and the Guarantor consent to the use of such Prospectus, preliminary prospectus or such Free Writing Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the Participating Holders and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and in the manner described in such Prospectus, preliminary prospectus or such Free Writing Prospectus or any amendment or supplement thereto in accordance with applicable law;

(v) in the case of a Shelf Registration, use their commercially reasonable efforts to register or qualify the Registrable Securities under all applicable state securities or blue sky laws of such jurisdictions as any Participating Holder shall reasonably request in writing by the time the applicable Registration Statement becomes effective; cooperate with such Participating Holders in connection with any filings required to be made with FINRA; and do any and all other acts and things that may be reasonably necessary or advisable to enable each Participating Holder to complete the disposition in each jurisdiction of the Registrable Securities owned by such Participating Holder; provided that none of the Issuers or Guarantor shall be required to (1) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (2) file any general consent to service of process in any such jurisdiction or (3) subject itself to taxation in any such jurisdiction if it is not so subject or otherwise incur unreasonable expense;

(vi) in the case of a Shelf Registration, notify counsel for the Initial Purchasers and notify each Participating Holder and counsel for such Participating Holders promptly and, if requested by any such Participating Holder or counsel, confirm such advice in writing (1) when a Registration Statement has become effective, when any post-effective amendment thereto has been filed and becomes effective, when any Free Writing Prospectus has been filed or any amendment or supplement to the Prospectus or any Free Writing Prospectus has been filed, (2) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement, Prospectus or any Free Writing Prospectus or for additional information after the Registration Statement has become effective, (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Issuers of any notice of objection of the SEC to the use of a Shelf Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the

Securities Act, (4) if, between the applicable effective date of a Shelf Registration Statement and the closing of any sale of Registrable Securities covered thereby, any Issuer or the Guarantor receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (5) of the happening of any event during the period a Registration Statement is effective that makes any statement made in such Registration Statement or the related Prospectus or any Free Writing Prospectus untrue in any material respect or that requires the making of any changes in such Registration Statement or Prospectus or any Free Writing Prospectus in order to make the statements therein not misleading and (6) of any determination by any Issuer or the Guarantor that a post-effective amendment to a Registration Statement or any amendment or supplement to the Prospectus or any Free Writing Prospectus would be appropriate;

(vii) subject to Section 3(d) below, use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or, in the case of a Shelf Registration, the resolution of any objection of the SEC pursuant to Rule 401(g)(2) under the Securities Act, including by filing an amendment to such Registration Statement on the proper form, at the earliest possible moment and provide immediate notice to each Holder or Participating Holder of the withdrawal of any such order or such resolution;

(viii) in the case of a Shelf Registration, furnish to each Participating Holder upon request, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without any documents incorporated therein by reference or exhibits thereto, unless requested);

(ix) in the case of a Shelf Registration, cooperate with the Participating Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends and enable such Registrable Securities to be issued in such denominations and registered in such names (consistent with the provisions of the Indenture) as such Participating Holders may reasonably request at least one Business Day prior to the closing of any sale of Registrable Securities;

(x) upon the occurrence of any event contemplated by Section 3(a)(vi)(5) hereof, subject to Section 3(d) below, use their commercially reasonable efforts to prepare and file with the SEC a supplement or post-effective amendment to the applicable Exchange Offer Registration Statement or Shelf Registration Statement or the related Prospectus or any Free Writing Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered (or, to the extent permitted by law, made available) to purchasers of the Registrable Securities, such Prospectus or Free Writing Prospectus, as the case may be, will not contain any untrue statement of a

material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Issuers shall notify the Participating Holders (in the case of a Shelf Registration Statement) and the Initial Purchasers and any Participating Broker-Dealers known to the Issuers (in the case of an Exchange Offer Registration Statement) to suspend use of the Prospectus or any Free Writing Prospectus as promptly as practicable after the occurrence of such an event, and such Participating Holders, such Participating Broker-Dealers and the Initial Purchasers, as applicable, hereby agree to suspend use of the Prospectus or any Free Writing Prospectus, as the case may be, upon receipt of such notice from the Issuers until the Issuers and the Guarantor have amended or supplemented the Prospectus or the Free Writing Prospectus, as the case may be, to correct such misstatement or omission;

(xi) the Issuers and the Guarantor shall not, at any time after initial filing of a Registration Statement, use or file any Prospectus, any Free Writing Prospectus, any amendment of or supplement to a Registration Statement or a Prospectus or a Free Writing Prospectus, or any document that is to be incorporated by reference into a Registration Statement (other than an Exchange Act Report), a Prospectus or a Free Writing Prospectus, of which the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders and their counsel) shall not have previously been advised and furnished a copy or to which the Initial Purchasers or their counsel or the Participating Holders or their counsel shall reasonably object;

(xii) obtain a CUSIP number for all Exchange Securities or Registrable Securities, as the case may be, not later than the initial effective date of a Registration Statement;

(xiii) cause the Indenture to be qualified under the Trust Indenture Act in connection with the registration of the Exchange Securities or Registrable Securities, as the case may be; cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and execute, and use their commercially reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(xiv) in the case of a Shelf Registration, make available for inspection by one representative of the Participating Holders and any Underwriter participating in any disposition pursuant to such Shelf Registration Statement (any such Person, an "Inspector"), at reasonable times and in a reasonable manner, all pertinent financial and other records, documents and properties of the Guarantor and its subsidiaries; provided that an Inspector shall be required to execute a customary confidentiality agreement subject to customary exceptions for

information provided to financial institutions in connection with information provided for due diligence purposes in connection with a securities offering;

(xv) if reasonably requested by any Participating Holder, promptly include in a Prospectus supplement or post-effective amendment such information with respect to such Participating Holder as such Participating Holder reasonably requests to be included therein and make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Issuers have received notification of the matters to be so included in such filing; and

(xvi) in the case of a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith reasonably requested by the majority of Holders in order to expedite or facilitate the disposition of such Registrable Securities including, but not limited to, an Underwritten Offering, and, if entering into an underwriting agreement, make such representations and warranties in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings (consistent with the Purchase Agreement), and take all such other commercially reasonable actions in connection therewith in order to expedite or facilitate the disposition of the Registrable Securities pursuant to any Registration Statement contemplated by this Agreement, all to such extent as may be reasonably requested by any Initial Purchaser or by any Holder of Registrable Securities or underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Agreement; and if an underwriting or similar agreement is entered into in connection with an Underwritten Offering, the Issuers shall use commercially reasonable efforts to:

(I) furnish to each Initial Purchaser, each selling Holder and each underwriter, if any, in such form, substance and scope as they may reasonably request and as are customarily made by issuers to underwriters in primary underwritten offerings:

- (a) a certificate signed by (y) the Chief Executive Officer of the Guarantor or (z) the Chief Financial Officer of the Guarantor, confirming, as of the date thereof, such matters as such Holders may reasonably request;
- (b) an opinion of counsel for the Issuers and the Guarantor, covering such customary matters as such parties may reasonably request, and in any event including a customary negative assurance letter; and
- (c) a customary comfort letter from the Guarantor's independent accountants, or such other applicable independent accountants in the customary form and covering matters of the type customarily covered in

comfort letters to underwriters in connection with underwritten offerings, and affirming the matters set forth in the comfort letters delivered pursuant to Section 5(f) of the Purchase Agreement; and

(II) deliver such other customary documents and certificates as may be reasonably requested by such parties to evidence compliance with Section 3(a)(xvi)(I) hereof and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Issuers pursuant to this Section 3(a)(xvi), if any.

(b) In the case of a Shelf Registration Statement, the Issuers may require, as a condition to including a Holder's Registrable Securities in the Registration Statement, each Holder of Registrable Securities to furnish to the Issuers a Notice and Questionnaire and such other information regarding such Holder and the proposed disposition by such Holder of such Registrable Securities as the Issuers and the Guarantor may from time to time reasonably request in writing. No Holder of Registrable Securities shall be entitled to include any of its Registrable Securities in any Shelf Registration pursuant to this Agreement unless such Holder furnishes to the Issuers in writing, within 20 days after receipt of a written request therefor, such information as the Issuers may reasonably request for inclusion in any Shelf Registration or Prospectus included therein, and no such Holder shall be entitled to Additional Interest pursuant hereto following the twentieth day after such request is received unless and until such Holder shall have provided such information.

(c) Each Participating Holder agrees that, upon receipt of any notice from the Issuers and the Guarantor of the happening of any event of the kind described in Section 3(a)(vi)(3) or Section 3(a)(vi)(5) hereof or any notice pursuant to Section 3(d), such Participating Holder will forthwith discontinue disposition of Registrable Securities pursuant to the Shelf Registration Statement until such Participating Holder's receipt of the copies of the supplemented or amended Prospectus and any Free Writing Prospectus contemplated by Section 3(a)(x) hereof or notice that the period referred to in Section 3(d) has ended and, if so directed by the Issuers and the Guarantor, such Participating Holder will deliver to the Issuers and the Guarantor all copies in its possession, other than permanent file copies then in such Participating Holder's possession, of the Prospectus and any Free Writing Prospectus covering such Registrable Securities that is current at the time of receipt of such notice.

(d) The Issuers may postpone effecting a Shelf Registration (or the maintenance of its effectiveness and usability) if the Issuers determine in good faith that effecting the registration (or such maintenance of effectiveness and usability) would materially and adversely affect an offering of securities of the Issuers or if the Issuers are in possession of material non-public information the disclosure of which would not be in the best interests of the Issuers. The Issuers and the Guarantor may give any such notice only twice during any 365-day period and any such suspensions shall not exceed 90 days in the aggregate during any 365-day period.



(e) The Participating Holders who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the investment bank or investment banks and manager or managers (each an “Underwriter”) that will administer the offering will be selected by the Holders of a majority in principal amount of the Registrable Securities included in such offering and shall be reasonably acceptable to the Issuers. All expenses of the Underwritten Offering (other than Registration Expenses and expenses of the Guarantor and its subsidiaries) shall be borne by the Participating Holders and the Underwriters, as agreed amongst them.

(f) Each Holder agrees that such Holder shall not take any action that would result in the Issuers or the Guarantor being required to file with the SEC a free writing prospectus, as defined in Rule 405, as amended, under the Securities Act, prepared by or on behalf of such Holder that otherwise would not be required to be filed by the Issuers or the Guarantor thereunder, but for the action of such Holder.

4. Participation of Broker-Dealers in Exchange Offer.

(a) The Staff has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offer in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a “Participating Broker-Dealer”) may be deemed to be an “underwriter” within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities.

The Issuers and the Guarantor understand that it is the Staff’s position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers (or, to the extent permitted by law, made available to purchasers) to satisfy their prospectus delivery obligation under the Securities Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the Securities Act.

(b) In light of the above, and subject to section 3(d), the Issuers and the Guarantor agree to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement for a period of up to 90 days after the last Exchange Date, in order to expedite or facilitate the disposition of any Exchange Securities by Participating Broker-Dealers consistent with the positions of the Staff recited in Section 4(a) above. The Issuers and the Guarantor further agree that Participating Broker-Dealers shall be authorized, subject to Section 3(d), to deliver such Prospectus (or, to the extent permitted by law, make available) during such period in connection with the resales contemplated by this Section 4.

(c) The Initial Purchasers shall have no liability to the Issuers, the Guarantor or any Holder with respect to any amendment or supplement to the Prospectus contained in the Exchange Offer Registration Statement made pursuant to Section 4(b) hereof.

5. Indemnification and Contribution.

(a) Each of the Issuers and the Guarantor, jointly and severally, agree to indemnify and hold harmless each Initial Purchaser and each Holder, their respective affiliates, directors and officers and each Person, if any, who controls any Initial Purchaser or any Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (1) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (2) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus or any Free Writing Prospectus, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser or information relating to any Holder furnished to the Issuers and the Guarantor in writing by or on behalf of such parties. In connection with any Underwritten Offering permitted by Section 3, the Issuers and the Guarantor, jointly and severally, will also indemnify the Underwriters, if any, selling brokers, dealers and similar securities industry professionals participating in the distribution, their respective affiliates and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent and on the same bases as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement, any Prospectus or any Free Writing Prospectus.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Issuers, the Guarantor, the Initial Purchasers and the other selling Holders, the directors of the Issuers and the Guarantor, each officer of the Issuers and the Guarantor who signed the Registration Statement and each Person, if any, who controls the Issuers, the Guarantor, any Initial Purchaser and any other selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Holder furnished to the Issuers and the Guarantor in writing by such Holder expressly for use in any Registration Statement, any Prospectus and any Free Writing Prospectus.

(c) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such Person (the “Indemnified Person”) shall promptly notify the Person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person (which consent shall not be unreasonably withheld or delayed), be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 5 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to one local counsel per jurisdiction) for all Indemnified Persons, and that all such fees and expenses shall be reasonable and shall be reimbursed as they are incurred. Any such separate firm (x) for any Initial Purchaser, its affiliates, directors and officers and any control Persons of such Initial Purchaser shall be designated in writing by the Representatives, (y) for any Holder, its directors and officers and any control Persons of such Holder shall be designated in writing by the Majority Holders for all applicable Series of Registrable Securities and (z) in all other cases shall be designated in writing by the Issuers. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such



Indemnified Person, unless such settlement (A) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuers and the Guarantor from the offering of the Securities and the Exchange Securities, on the one hand, and by the Holders from receiving Securities or Exchange Securities registered under the Securities Act, on the other hand, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Issuers and the Guarantor on the one hand and the Holders on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Issuers and the Guarantor on the one hand and the Holders on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuers and the Guarantor or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Issuers, the Guarantor and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 5, in no event shall a Holder be required to contribute any amount in excess of the amount by which the total price at which the Securities or Exchange Securities sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 5 are several and not joint.

(f) The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

(g) The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Initial Purchasers or any Holder or any Person controlling any Initial Purchaser or any Holder, or by or on behalf of the Issuers or the Guarantor or the officers or directors of or any Person controlling the Issuers or the Guarantor, (iii) acceptance of any of the Exchange Securities and (iv) any sale of Registrable Securities pursuant to a Shelf Registration Statement.

6. General.

(a) **No Inconsistent Agreements.** The Issuers and the Guarantor represent, warrant and agree that (i) the rights granted to the Holders hereunder do not in any way conflict in any material respect with and are not inconsistent with the rights granted to the holders of any other outstanding securities issued or guaranteed by any Issuer or the Guarantor under any other agreement and (ii) none of the Issuers or the Guarantor have entered into, or on or after the date of this Agreement will enter into, any agreement that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts in any material respect with the provisions hereof.

(b) **Amendments and Waivers.** The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Issuers and the Guarantor have obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or consent; provided that, with respect to any amendment, modification supplement, waiver or consent to Section 5 above that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Issuers and the Guarantor shall obtain the written consent of each such Initial Purchaser against which such amendment, modification, supplement, waiver or consent is to be effective. Any amendments, modifications, supplements, waivers or consents pursuant to this Section 6(b) shall be by a writing executed by each of the parties hereto.

(c) **Notices.** All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Issuers by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Initial Purchasers, the address set forth in the Purchase Agreement; (ii) if to the Issuers and the Guarantor, initially at the address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c); and (iii) to such other persons at their respective addresses as provided in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c). All such notices

and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged, if telecopied; and on the next Business Day if timely delivered to an air courier guaranteeing overnight delivery. Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Initial Purchasers (in their capacity as Initial Purchasers) shall have no liability or obligation to the Issuers or the Guarantor with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) Third Party Beneficiaries. Each Holder shall be a third-party beneficiary to the agreements made hereunder (excluding those agreements made in Section 5 hereto) between the Issuers and the Guarantor, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of other Holders hereunder.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts (in the form of an original or a facsimile or a "pdf" file), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) Headings. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not limit or otherwise affect the meaning hereof.

(h) Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by and construed in accordance with the internal laws of the State of New York.

(i) Submission to Jurisdiction. Each of the Issuers and the Guarantor irrevocably submits to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York (the "Specified Courts") over any suit, action or proceeding arising out of or relating to this Agreement (each, a "Related

Proceeding”). Each of the Issuers and the Guarantor irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any Related Proceeding brought in such a court and any claim that any such Related Proceeding brought in such a court has been brought in an inconvenient forum. To the extent that the Issuers and the Guarantor have or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, each of the Issuers and the Guarantor irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any Related Proceeding. As a matter of Dutch law, the assets of the Company, and of the Guarantor, are not intended for public use (openbare dienst) and as a result the Company and the Guarantor is not entitled to immunity from legal proceedings, nor are its assets immune from execution. Notwithstanding the foregoing, any action based on this Agreement may be instituted by the Initial Purchasers in any competent court in The Netherlands.

(j) Appointment of Agent for Service of Process. Each of the Issuers and the Guarantor hereby irrevocably appoints NXP Funding LLC as its agent for service of process in any Related Proceeding and agrees that service of process in any such Related Proceeding may be made upon it by courier and by certified mail (return receipt requested), fees and postage prepaid, at the office of such agent. Each of the Issuers and the Guarantor waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. Each of the Issuers and Guarantor represents and warrants that such agent has agreed to act as such Issuer’s or Guarantor’s agent for service of process, and each of the Issuers and Guarantor agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

(k) Entire Agreement; Severability. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Issuers, the Guarantor and the Initial Purchasers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NXP B.V.

By: /s/ Luc de Dobbeleer  
Name: Luc de Dobbeleer  
Title: Authorized Representative

NXP Funding LLC

By: /s/ Luc de Dobbeleer  
Name: Luc de Dobbeleer  
Title: Authorized Representative

NXP USA, Inc.

By: /s/ Timothy Shelhamer  
Name: Timothy Shelhamer  
Title: Assistant Secretary

NXP Semiconductors N.V.

By: /s/ Luc de Dobbeleer  
Name: Luc de Dobbeleer  
Title: Authorized Representative

[Signature Page to the Registration Rights Agreement]

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Confirmed and accepted as of the date first  
above written for themselves and on behalf  
of the several Initial Purchasers:

BofA Securities, Inc.

By: /s/ Keith Harman  
Name: Keith Harman  
Title: Managing Director

Citigroup Global Markets Inc.

By: /s/ Adam D. Bordner  
Name: Adam D. Bordner  
Title: Director

Goldman Sachs & Co. LLC

By: /s/ Adam Greene  
Name: Adam Greene  
Title: Managing Director

[Signature Page to the Registration Rights Agreement]

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NXP SEMICONDUCTORS N.V.  
2019 OMNIBUS INCENTIVE PLAN

PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT

This Performance Restricted Stock Unit Award Agreement (this “PSU Agreement”) is made effective as of the date indicated in the grant summary in the Company’s equity recordkeeping system (the “Date of Grant”), by and between NXP Semiconductors N.V., a public limited liability company (naamloze vennootschap) organized under the Laws of The Netherlands (the “Company”), and the recipient of the grant (the “Participant”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the NXP Semiconductors N.V. 2019 Omnibus Incentive Plan (as may be amended from time to time, the “Plan”).

1. Grant of Performance Restricted Stock Units. The Company hereby grants to the Participant, subject to all of the terms and conditions of this PSU Agreement and the Plan, the number of performance restricted stock units (the “PSUs”) evidencing a right to receive a target number of shares of Common Stock as indicated in the grant summary in the Company’s equity recordkeeping system (the “Target PSUs”), based on the Company’s achievement of the performance goals set forth on Appendix A hereto (the “Performance Goals”). Shares of Common Stock corresponding to the PSUs, if any, are to be delivered to the Participant only after the Performance Goals have been achieved and certified as described in Section 3 and the Participant has become vested in the PSUs pursuant to Section 4 below.

2. Performance Period. For purposes of this PSU Agreement, the term “Performance Period” shall refer to the period from the Date of Grant through the day prior to the third anniversary of the Date of Grant (the “Performance Period End Date”). In the event of a Change of Control that occurs before the Performance Period End Date, the Performance Period shall end on the date of the Change of Control, or another date established at the discretion of the Committee (as defined below), and the Share Delivery Factor (as defined below) shall be calculated on such basis.

3. Performance Goals.

(a) To the extent, if any, the applicable Performance Goals have been achieved for the applicable Performance Period, and subject to the compliance with the requirements of Section 4, the Participant will be entitled to receive a number of shares of Common Stock equal to between 0 and 2.0 times (such number, the “Share Delivery Factor”) the number of Target PSUs granted under this PSU Agreement.

(b) The Compensation Committee of the Company’s Board (the “Committee”) shall, as soon as practicable following the last day of the applicable Performance Period, and in any event within forty-five days after the Performance Period End Date, certify (i) the extent to which the Performance Goals have been achieved, if at all, and (ii) the number of shares of Common Stock, if any, which the Participant shall be entitled to receive with respect to the PSUs granted under this PSU Agreement. In the event the Share Delivery Factor equals zero, the PSUs granted under this PSU Agreement shall be cancelled without the delivery of any



shares of Common Stock or other consideration. Such certification shall be final, conclusive and binding on the Participant, and on all other persons, to the maximum extent permitted by law.

4. Vesting.

(a) To the extent that the Performance Goals for the applicable Performance Period have been achieved and certified in accordance with Section 3, a number of PSUs granted under this PSU Agreement shall vest based on the applicable Share Delivery Factor on the Performance Period End Date (the "Vesting Date"); provided that the Participant remains in continuous employment with the Company or an Affiliate thereof through the Vesting Date.

(b) Except as set forth in Section 4(c) below, if the Participant's employment is terminated for any reason prior to the Vesting Date, then all rights of the Participant with respect to PSUs that have not vested as of the date of termination shall immediately terminate without notice and without any compensation; provided, that upon the violation by the Participant of any provision of the Plan or this PSU Agreement, the PSUs shall terminate effective as of the date of such violation (rather than the date on which such violation comes to the attention of the Company) and the Participant shall be required to return to the Company the shares of Common Stock in respect of vested PSUs on an after tax basis or an amount in cash equal to the fair market value of the shares of Common Stock in respect of vested PSUs as of the date of the Participant's termination of employment. Any such unvested PSUs terminated pursuant to this Section 4(b) shall be forfeited without payment of any consideration, and neither the Participant nor any of the Participant's successors, heirs, assigns, or personal representatives shall thereafter have any further rights or interests in such unvested PSUs.

(c) If (i) the Participant's employment is terminated by the Company or any of its direct and indirect subsidiaries or such other company as designated by the Administrator (each an "Employing Company") without the Participant being a Bad Leaver or by the Participant for Good Reason, in either case within twelve months following a Change of Control and (ii) the Participant executes and delivers to the Employing Company (and does not revoke) a general release of claims in a form satisfactory to the Administrator within sixty (60) days following such termination (or such shorter period as may be specified by the Employing Company in accordance with applicable law), then all unvested PSUs shall immediately vest and shall be settled as soon as practicable after the date of such termination of employment based on the Share Delivery Factor calculated pursuant to Section 2.

Subject, and in addition, to the foregoing, if the Participant's employment is terminated (A) at the convenience of the Employing Company (which includes, but is not limited to, in connection with a reduction in force), as determined by the Administrator in its sole discretion, prior to the Vesting Date or (B) by reason of the Retirement of the Participant, and, in either case, not under circumstances giving rise to the Participant being a Bad Leaver or the Employing Company terminating the Participant's employment where the Participant is a Bad Leaver and provided Participant executes and delivers to the Employing Company (and does not revoke) a general release of claims as described in (c)(ii) above, then the Pro-Rata Portion (as defined below) shall be eligible to vest on the original Vesting Date, subject to the achievement and certification of the Performance Goals as described in Section 3 and based on the applicable Share Delivery Factor calculated pursuant to Section 3(a).

Subject, and in addition, to the foregoing, if the Participant's employment is terminated due to the Participant's death, then all unvested PSUs shall be eligible to vest on the original Vesting Date, subject to the achievement and certification of the Performance Goals as described in Section 3 and based on the applicable Share Delivery Factor calculated pursuant to Section 3(a).

- (d) For the purposes of this PSU Agreement, and notwithstanding any provision of the Plan to the contrary:
- (i). "Bad Leaver" shall mean a Participant whose employment with an Employing Company is terminated (A) following the Participant committing an act of theft, fraud, serious misconduct or deliberate falsification of records in relation to his duties for the Company or the Employing Company; (B) following the Participant being convicted of or pleading guilty to a serious criminal offence (misdrijf) relating to his or her duties for the Company or the Employing Company (excluding any motoring or non-duty related minor offence), which act or criminal offence referred to in (A) and/or (B) has a material adverse effect upon the Company or the Employing Company; (C) with immediate effect because of an urgent cause (dringende reden) as referred to in article 7:678 of the Dutch Civil Code for cause; (D) a Participant materially violates the Company Code of Conduct or similarly significant rule or policy of the Company or the Employing Company; or (E) a Participant within the twelve (12) month period following the termination of employment, directly or indirectly and in any capacity whatsoever, engages in any activities in competition with the activities of any of the Company, its Subsidiaries or its Affiliates, including the Participant personally actively soliciting or personally actively endeavoring to entice away or personally actively recruiting any employees of the Company, its Subsidiaries or its Affiliates in said period.
  - (ii). "Good Reason" shall have the meaning in the employment agreement between the Participant and the Employing Company. If the Participant does not have an employment agreement with the Employing Company in which Good Reason is defined, "Good Reason" means, in the absence of the Participant's written consent, any of the following: (i) a material reduction by the Employing Company in the Participant's net base salary or target bonus (taking into account applicable taxes and mandatory withholdings in the event of Participant's geographical relocation at the request of the Employing Company) unless the base salary or target bonus of other employees or officers of the Company, any of its Subsidiaries or the applicable Employing Company in a similar position is reduced by a similar percentage or amount as part of cost reductions, restructuring, or job grade alignment affecting all of the company or the Participant's Employing Company or business unit; or (ii) a material diminution in the

Participant's duties or responsibilities (other than as a result of the Participant's physical or mental incapacity which impairs his or her ability to materially perform his or her duties or responsibilities as confirmed by a doctor reasonably acceptable to the Participant or his or her representative and such diminution lasts only for so long as such doctor determines such incapacity impairs the Participant's ability to materially perform his or her duties or responsibilities).

- (iii). "Pro-Rata Portion" shall mean a number of PSUs equal to the product of (x) a fraction, the numerator of which is the number of days the Participant was employed by the Employing Company on and after the Date of Grant and the denominator of which is the number of days between the Date of Grant and the third anniversary of the Date of Grant, multiplied by (y) the number of PSUs that would have otherwise vested on the applicable Vesting Date absent the Participant's termination of employment, with any fractional shares rounded to the nearest whole number of shares.

By way of example, assume that (i) a participant is granted 300 PSUs on October 29, 2019 (the Date of Grant) which have a three-year cliff vest on October 28, 2022 and (ii) the participant terminates employment due to Retirement on April 29, 2020. The Pro-Rata Portion would equal 50 PSUs (300 PSUs multiplied by a fraction, the numerator of which is 184 days and the denominator of which is 1,095 days).

- (iv). "Retirement" shall mean the Participant's termination of employment with the Company or the Employing Company following having both attained five (5) years of service with the Company or Employing Company and age sixty (60).

5. Settlement. Except as otherwise set forth in Section 4, the shares of Common Stock underlying any PSUs that become vested in accordance with Section 4, if any, shall be delivered to the Participant as soon as practicable after the Vesting Date (as applicable, the "Settlement Date").

6. Voting and Other Rights. The Participant shall have no rights of a stockholder with respect to the PSUs (including the right to vote and the right to receive distributions or dividends) unless and until shares of Common Stock are issued in respect thereof in accordance with this PSU Agreement.

7. PSU Agreement Subject to Plan. This PSU Agreement is made pursuant to all of the provisions of the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted in a manner, to comply therewith. In the event of any conflict between the provisions of this PSU Agreement and the provisions of the Plan, the provisions of this PSU Agreement shall govern. The Participant hereby acknowledges receipt of a copy of the Plan. The Participant hereby acknowledges that all decisions, determinations and interpretations

of the Administrator in respect of the Plan, this PSU Agreement and the PSUs shall be final and conclusive.

8. No Rights to Continuation of Employment; Discretionary Grant. Nothing in the Plan or this PSU Agreement shall confer upon the Participant any right to continue in the employ of the Company or any Affiliate thereof or shall interfere with or restrict the right of the Company or its Affiliates to terminate the Participant's employment at any time for any reason. The (value of) PSUs granted to, or shares of Common Stock acquired in connection with the vesting and settlement of the PSUs, under this PSU Agreement shall not be considered as compensation in determining a Participant's benefits under any benefit plan of an Employing Company, including but not limited to, group life insurance, long-term disability, family survivors, or any retirement, pension or savings plan.

9. Taxes. Any and all taxes, duties, levies, charges or social security contributions ("Taxes") which arise under any applicable national, state, local or supra-national laws, rules or regulations, whether already effective on the Date of Grant or becoming effective thereafter, and any changes or modifications therein and termination thereof which may result for the Participant in connection with this PSU Agreement (including, but not limited to, the grant of the PSUs, the ownership of the PSUs and/or the delivery of any Common Stock under this Plan, the ownership and/or the sale of any Common Stock acquired under this PSU Agreement) shall be for the sole risk and account of the Participant.

10. Governing Law and Forum. This PSU Agreement shall be governed by and construed in accordance with the laws of The Netherlands, without giving effect to the principles of conflicts of laws. Any dispute arising under or in connection with this PSU Agreement shall be settled by the competent courts in Amsterdam, The Netherlands.

11. PSU Agreement Binding on Successors. The terms of this PSU Agreement shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, personal representatives, transferees, assignees and successors in interest, and upon the Company and its successors and assignees, subject to the terms of the Plan.

12. No Assignment. Notwithstanding anything to the contrary in this PSU Agreement, neither this PSU Agreement nor any rights granted herein shall be assignable by the Participant.

13. Insider Trading Rules; Certain Company Policies; Necessary Acts. Each Participant shall comply with any applicable "insider trading" laws and regulations, including the "NXP Semiconductor N.V. Insider Trading Policy," the Company Code of Conduct, and any restrictive covenant or intellectual property assignment agreement to which the Participant is a party. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this PSU Agreement, including but not limited to all acts and documents related to compliance with applicable securities and/or tax laws.

14. Severability. Should any provision of this PSU Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this PSU Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification (if any) to become a part hereof and treated as though contained in this original PSU Agreement. Moreover, if one or more of the provisions contained in this PSU Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable, in lieu of severing such unenforceable provision, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear, and such determination by such judicial body shall not affect the enforceability of such provisions or provisions in any other jurisdiction.

15. Addenda. The provisions of any addenda attached hereto are incorporated by reference herein and made a part of this PSU Agreement. To the extent that any provision in any such addenda conflicts with any provision set forth elsewhere in this PSU Agreement (including, without limitation, any provisions related to Taxes or the Settlement Date), the provision set forth in such addenda shall control.

16. Entire Agreement. This PSU Agreement and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof, and supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof.

17. Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Section.

18. Acceptance. This PSU Agreement must be accepted by the Participant's electronic acceptance in the Company's equity recordkeeping system or the Participant will have no right to the PSU grant provided for in this PSU Agreement. By accepting this PSU Agreement the Participant consents to the electronic delivery through the Company's equity recordkeeping system of all documents related to this PSU grant. Please be informed that when you accept these grants via the E\*TRADE system (or such other system designated by the Administrator) you consent to the processing, collection, storing and adapting by the Company, its affiliates, or any entity administering the Plan, your grant, and/or your (rights to) any shares of Common Stock, of any personal data relating to you (including, inter alia, name, address, personnel number and position) for the sole purpose of your participation in the Plan. This data is processed for purposes of administering and executing the Plan in the broadest sense. The Company or the Employing Company may transfer the data relating to you to their Subsidiaries or Affiliates or any designated person located in the United States for purposes of administering, approving and executing the Plan in the broadest sense. The United States does not provide an adequate level of data protection for the above-mentioned purposes.

19. Amendment. No amendment or modification hereof shall be valid unless it shall be in writing and signed by all parties hereto.



**APPENDIX A**

**Performance Goals**

1. Share Delivery Factor.

(a) The Share Delivery Factor will be based on the Company's Relative TSR Percentile Rank during the applicable Performance Period as follows:

Relative TSR Percentile Rank	Share Delivery Factor
<25%	0
25%	.5
50%	1.0
75%	2.0
>75%	2.0

(b) If the Company's Relative TSR Percentile Rank determined in accordance with the chart set forth in Section 1(a) is between 25% and 75% during the applicable Performance Period, the Share Delivery Factor will be calculated by linear extrapolation using the data points in the chart set forth in Section 1(a) .

(c) If the Company's TSR is negative during the applicable Performance Period, the maximum Share Delivery Factor is 1.0 regardless of Relative TSR Percentile Rank.

2. Definitions.

(a) "Relative TSR" means the TSR of the Company compared to the TSR of the Peer Companies on a relative basis during the applicable Performance Period. The Company and the Peer Companies ranked from highest to lowest according to their respective TSRs during the applicable Performance Period will determine Relative TSR. After this ranking, the percentile performance of the Company relative to the Peer Companies will be determined using the Percentrank formula in Microsoft Excel.

(b) "TSR" means for the Company and each of the Peer Companies, the amount determined by dividing (i) the Closing Average Share Value by (ii) the Opening Average Share Value, and then subtracting one (1).

(c) "Closing Average Share Value" means for the Company and each of the Peer Companies, the average over the days in the Closing Average Period, of the closing price of its common stock, multiplied by the Accumulated Shares for each day during the Closing Average Period. In the case of a Change of Control of the Company, the Closing Average Share Value of the Company shall be the per share consideration paid by the acquiror of the Company, as determined by the Committee in its sole discretion.

(d) “Closing Average Period” means the twenty (20) trading days prior to and including the last date of the applicable Performance Period.

(e) “Opening Average Share Value” means for the Company and each of the Peer Companies, the average over the days in the Opening Average Period of the closing price of its common stock, multiplied by the Accumulated Shares for each day during the Opening Average Period.

(f) “Opening Average Period” means the twenty (20) trading days prior to the Date of Grant.

(g) “Accumulated Shares” means, for a given day, and for the Company or a given Peer Company, the sum of (i) one share of common stock of the applicable company, plus (ii) a cumulative number of shares of common stock purchased with dividends declared on the common stock, assuming same day reinvestment of the dividends into shares of common stock at the closing price on the ex-dividend date, for ex-dividend dates during the applicable Performance Period or Opening Average Period, as applicable.

(h) “Peer Companies” means the companies established by the Committee for purposes of calculating TSR, to include Advanced Micro Devices, Inc.; Analog Devices, Inc.; Applied Materials, Inc.; ASML Holding N.V.; Broadcom, Inc.; Corning Incorporated; Infineon Technologies AG; Lam Research Corporation; Marvell Technology Group Ltd.; Maxim Integrated Products, Inc.; Microchip Technology, Inc.; Micron Technology, Inc.; NVIDIA Corporation; ON Semiconductor Corporation; QUALCOMM Corporation; Seagate Technology plc; STMicroelectronics N.V.; TE Connectivity Ltd.; Texas Instruments Incorporated; and Western Digital Corporation; provided, that the Committee may make such changes to the list of Peer Companies as it determines to be necessary or appropriate in its sole discretion, including to reflect mergers and acquisitions or other similar activities.

### 3. TSR Calculations

(a) During the applicable Performance Period, applicable stock prices will be adjusted for stock splits, rights offerings, spin-offs, or similar events, but will not be adjusted for stock buybacks or stock issued as consideration for an acquisition. Such adjustments, or lack thereof, shall be made in the sole discretion of the Committee, the Committee’s determination shall be final, conclusive and binding on the Participant, and on all other persons, to the maximum extent permitted by law.

(b) TSR will be based on the local currency of each company’s primary stock exchange listing. Adjustments will not be made to convert stock prices from local currency to USD.

## ANNEX A

Country Specific Tax ProvisionsFor Participants whose PSU grants are or become subject to the tax laws of the United States

**Settlement Date.** The Settlement Date shall occur as soon as practicable following the applicable Vesting Date or such earlier date as provided in Sections 4(b)-(c) of this PSU Agreement, but in no event later than March 15 of the year following the year in which such the applicable PSUs become vested.

**Section 409A Compliance.** The intent of the parties is that the payments and benefits under this PSU Agreement comply with Section 409A of the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor thereto (the “Code”), to the extent subject thereto, and accordingly, to the maximum extent permitted, this PSU Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, the Participant shall not be considered to have terminated employment with the Company for purposes of any payments under this PSU Agreement which are subject to Section 409A of the Code until the Participant would be considered to have incurred a “separation from service” from the Company within the meaning of Section 409A of the Code. Each amount to be paid or benefit to be provided under this PSU Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this PSU Agreement or any other arrangement between the Participant and the Company during the six-month period immediately following the Participant’s separation from service shall instead be paid on the first business day after the date that is six months following the Participant’s separation from service (or, if earlier, the Participant’s date of death). The Company makes no representation that any or all of the payments described in this PSU Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.





## LIST OF SUBSIDIARIES OF THE REGISTRANT.

List of direct and indirect subsidiaries as of December 31, 2020

Country of incorporation	Name legal entity
Australia	Cohda Wireless Pty Ltd. (27%)*
Austria	NXP Semiconductors Austria GmbH & Co KG
Austria	Catena DSP GmbH
Belgium	NXP Semiconductors Belgium N.V.
Brazil	NXP Semicondutores Brasil Ltda.
British Virgin Islands	Freescale Semiconductor Holding Limited
Canada	NXP Canada Inc.
China	NXP (China) Management Ltd.
China	NXP (Chongqing) Semiconductors Co. Ltd.
China	NXP Semiconductors (Shanghai) Co., Ltd.
China	Datang NXP Semiconductors Co., Ltd (49%)*
China	NXP Qiangxin (Tianjin) IC Design Co. Ltd. (75%)*
China	Freescale Semiconductor (China) Ltd.
Czech Republic	NXP Semiconductors Czech Republic s.r.o.
France	NXP Semiconductors France SAS
Germany	SMST Unterstützungskasse GmbH
Germany	NXP Semiconductors Germany GmbH
Germany	Catena Germany GmbH
Hong Kong	NXP Semiconductors Asia Hong Kong Limited
Hungary	NXP Semiconductors Hungary Ltd.
India	NXP India Pvt. Ltd.
India	Intoto Software India Private Limited
Ireland	GloNav Ltd.
Israel	NXP Semiconductors Israel Limited
Israel	Freescale Semiconductor Israel Limited
Japan	NXP Japan Limited
Korea	NXP Semiconductors Korea Ltd.
Malaysia	Freescale Asia Fulfillment Centre Sdn Bhd.
Malaysia	NXP Malaysia Sdn Bhd.
Mexico	NXP Semiconductors México, S. de R.L. de C.V.
Netherlands	NXP B.V.
Netherlands	NXP Semiconductors Netherlands B.V.
Netherlands	NXP Software B.V.
Netherlands	Catena Holding B.V.
Netherlands	Catena Microelectronics B.V.
Netherlands	Catena Radio Design B.V.
Philippines	NXP Philippines, Inc.
Romania	NXP Semiconductors Romania Srl

Russia	NXP Semiconductors Moscow LLC
Singapore	NXP Semiconductors Singapore Pte. Ltd.
Singapore	Systems on Silicon Manufacturing Company Pte Ltd (61.2%)*
Sweden	NXP Semiconductors Nordic AB
Switzerland	Freescale Semiconductor EME&A SA
Taiwan	NXP Semiconductors Taiwan Ltd.
Thailand	NXP Manufacturing (Thailand) Co., Ltd.
Thailand	NXP Semiconductors (Thailand) Co., Ltd.
Turkey	NXP Semiconductors Elektronik Ticaret A.S.
United Kingdom	NXP Laboratories UK Ltd.
USA	NXP Funding LLC
USA	Intoto LLC
USA	Freescale Semiconductor International Corporation
USA	Omniphy, Inc.
USA	Freescale Semiconductor Holdings V, Inc.
USA	NXP USA, Inc.

\* = joint venture

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Consent of Independent Registered Public Accounting Firm

To the Board of Directors of NXP Semiconductors N.V.

We consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-233694, No. 333-227332, No. 333-221118, No. 333-220341, No. 333-203192, No. 333-190472, No. 333-172711) of our reports dated February 25, 2021, with respect to the consolidated financial statements of NXP Semiconductors N.V., and the effectiveness of internal control over financial reporting of NXP Semiconductors N.V. included in this Form 10-K for the year-ended December 31, 2020.

/s/ Ernst & Young Accountants LLP

Eindhoven, the Netherlands

February 25, 2021

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**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
NXP Semiconductors N.V.:

We consent to the incorporation by reference in the registration statements on Form S-8 (No. 333-233694, No. 333-227332, No. 333-221118, No. 333-220341, No. 333-203192, No. 333-190472 and No. 333-172711) of NXP Semiconductors N.V. of our report dated February 27, 2020, with respect to the consolidated balance sheet of NXP Semiconductors N.V. and subsidiaries as of December 31, 2019, and the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for each of the years in the two-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements), which report appears in the December 31, 2020 annual report on Form 10-K of NXP Semiconductors N.V.

/s/ KPMG Accountants N.V.

Amstelveen, the Netherlands  
February 25, 2021

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