
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

NXP SEMICONDUCTORS N.V.
(Exact name of registrant as specified in its charter)

The Netherlands
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(IRS Employer
Identification No.)

**High Tech Campus 60
Eindhoven 5656 AG
The Netherlands**
(Address of Principal Executive Offices)

Not Applicable
(Zip Code)

**Long Term Incentive Plan
Employee Stock Purchase Plan**
(Full title of the plan)

**Jean Schreurs
SVP and Chief Corporate Counsel
High Tech Campus 60
Eindhoven 5656 AG
The Netherlands
Tel: +31 40 2728686**
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Tim Shelhamer
6501 William Cannon Dr. West, MD: OE62
Austin, TX 78735
Tel +1(512) 895-2000**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all notices, orders and communication to:

**Brian V. Breheny
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005
(202) 371-7000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

Calculation of Registration Fee

Title of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per share(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee(3)
Ordinary Shares, par value EUR 0.20 per share, to be issued under the:				
-Long Term Incentive Plan	6,700,000	\$86.72	\$580,990,500	\$72,333.32
-Employee Stock Purchase Plan	300,000	\$86.72	\$26,014,500	\$3,238.81
Total	7,000,000	–	\$607,005,000	\$75,572.12

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement on Form S-8 (the “Registration Statement”) also covers an indeterminate number of additional Ordinary Shares which may be offered and issued to prevent dilution resulting from adjustments as a result of stock dividends, stock splits, reverse stock splits, recapitalizations, reclassifications, mergers, split-ups, reorganizations, consolidations and other capital adjustments.
- (2) Pursuant to Rules 457(c) and 457(h) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price are estimated solely for the purpose of calculating the amount of the registration fee and are based on a price of \$86.72 per Ordinary Share, which is the average of the high and low prices per share of the Ordinary Shares reported on The Nasdaq Global Select Market on September 12, 2018.
- (3) Estimated solely for purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act. Calculated in accordance with Section 6 of the Securities Act and Rule 457 under the Securities Act by multiplying 0.0001245 and the proposed maximum aggregate offering price.

Explanatory Note

This Registration Statement is filed for the purpose of registering an additional (i) 6,700,000 ordinary shares, par value EUR 0.20 per share (“Ordinary Shares”), of NXP Semiconductors N.V., a Dutch public limited liability company (the “Registrant”), to be issued pursuant to the Registrant’s Long Term Incentive Plan and (ii) 300,000 Ordinary Shares to be issued pursuant to the Employee Stock Purchase Plan (together, the “Plans”). In accordance with Section E of the General Instructions to Form S-8, the Registration Statements on Form S-8 previously filed with the Securities and Exchange Commission (the “SEC”) relating to the Plans, the management equity stock option plan and the global equity incentive program (Registration Statement No. 333-221118, No. 333-172711, No. 333-220341 and No. 333-190472), including the information contained therein, are incorporated by reference herein.

Part II—Information Required in the Registration Statement

Item 3. Incorporation of Documents by Reference

The following documents filed with the SEC by the Registrant are incorporated in this Registration Statement by reference:

- (1) the Registrant’s annual report on Form 20-F for the fiscal year ended December 31, 2017, filed on April 11, 2018; and
- (2) the Registrant’s current reports on Form 6-K furnished on May 3, 2018 (Exhibit 2 – interim report only), July 27, 2018 and September 11, 2018; and
- (3) the description of the Ordinary Shares included under the caption “Description of Registrant’s Securities to be Registered” included in the Registrant’s registration statement on Form 8-A, filed on August 3, 2010 (File No. 001-34841), including any amendments or supplements thereto.

All reports and other documents filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold (other than information deemed to have been “furnished” rather than “filed” in accordance with the SEC’s rules) shall be deemed to be incorporated by reference in and to be a part of this Registration Statement from the date of filing of such documents.

Any statement contained in a document incorporated by reference herein shall be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein (or in any other subsequently filed document which also is incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 5. Interests of Named Experts and Counsel

Dr. Jean A.W. Schreurs, Senior Vice President and Chief Corporate Counsel of the Registrant, has given his opinion about certain legal matters affecting the Plan in this Registration Statement. Dr. Schreurs owns, or has the right to acquire, a number of Ordinary Shares which represents less than 1% of the total outstanding Ordinary Shares. Dr. Schreurs participates in the Long Term Incentive Plan.

Item 6. Indemnification of Directors and Officers.

Under Dutch law, indemnification provisions may be included in the articles of association. Accordingly, our articles of association, in effect since August 2, 2010, provide that we will reimburse the members of the board of directors and the former members of the board of directors for damages and various costs and expenses related to claims brought against them in connection with the exercise of their duties. However, these persons will not be entitled to reimbursement if and to the extent that (i) a Dutch court has determined in a final and conclusive decision that the act or failure to act of the person concerned may be characterized as willful (*opzettelijk*), intentionally reckless (*bewust roekeloos*) or seriously culpable (*ernstig verwijtbaar*) conduct, unless Dutch law provides otherwise or this would, in view of the circumstances of the case, be unacceptable according to standards of reasonableness and fairness or (ii) the costs or financial loss of the person concerned are covered by insurance and the insurer has paid out the costs or financial loss. We may enter into indemnification agreements with the members of the board of directors and our officers to provide additional indemnification rights. We have purchased directors' and officers' liability insurance for the members of the board of directors and certain other officers, substantially in line with that purchased by similarly situated companies.

Item 8. Exhibits

The following is a complete list of Exhibits filed or incorporated by reference as part of this Registration Statement:

Exhibit Number	Description of Exhibit
4.1	<u>Certificate of Incorporation of NXP Semiconductors N.V. (incorporated by reference to Exhibit 3.1 of Amendment No. 7 to the Registration Statement on Form F-1 of NXP Semiconductors N.V., filed on August 2, 2010 (File No. 333-166128))</u>
4.2	<u>Articles of Association of NXP Semiconductors N.V. (incorporated by reference to Exhibit 3.2 of Amendment No. 7 to the Registration Statement on Form F-1 of NXP Semiconductors N.V., filed on August 2, 2010 (File No. 333-166128))</u>
4.3	<u>Long Term Incentive Plan 2010 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan, Restricted Stock Units Plan and Share Plan (incorporated by reference to Exhibit 10.21 of the Form 20-F of NXP Semiconductors N.V., filed on March 13, 2012)</u>
4.4	<u>Long Term Incentive Plan 2011 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan, Restricted Stock Units Plan and Share Plan (incorporated by reference to Exhibit 10.23 of the Form 20-F of NXP Semiconductors N.V., filed on March 13, 2012)</u>
4.5	<u>Long Term Incentive Plan 2012/3 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan, Restricted Stock Units 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)</u>
4.6	<u>Long Term Incentive Plan 2013/4 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan and Restricted Stock Units Plan (incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V., filed on February 28, 2014)</u>
4.7	<u>Long Term Incentive Plan 2014/5 Terms and Conditions with regard to the Stock Option Plan, the Performance Stock Unit Plan, the Restricted Stock Units Plan and the Keep Restricted Stock Units Plan (incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V., filed on March 6, 2015)</u>

- 4.8 [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 Units Plan \(incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V., filed on February 26, 2016\)](#)
- 4.9 [Long Term Incentive Plan 2016/7 Terms and Conditions with regard to the Restricted Stock Units Plan \(incorporated by reference to Exhibit 10.22 of the Form 20-F of NXP Semiconductors N.V., filed on March 3, 2017\)](#)
- 4.10 [Long Term Incentive Plan 2017/18 Terms and Conditions with regard to the Restricted Stock Units Plan \(incorporated by reference to Exhibit 4.6 of the Form S-8 of NXP Semiconductors N.V., filed on October 25, 2017 \(File No. 333-221118\)\)](#)
- 4.11 [Long Term Incentive Plan 2018/19 Terms and Conditions with regard to the Performance Stock Units Plan](#)
- 4.12 [Long Term Incentive Plan 2018/19 Terms and Conditions with regard to the Restricted Stock Units Plan](#)
- 4.13 [Employee Stock Purchase Plan Terms and Conditions \(incorporated by reference to Exhibit 4.1 of the Registration Statement on Form S-8 of NXP Semiconductors N.V., filed with the SEC on August 8, 2013 \(File No. 333-190472\)\)](#)
- 5 [Opinion of Dr. Jean A.W. Schreurs](#)
- 23.1 Consent of Dr. Jean A.W. Schreurs (included in [Exhibit 5](#))
- 23.2 [Consent of KPMG Accountants N.V., independent registered public accounting firm of NXP Semiconductors N.V.](#)
- 24 [Power of Attorney of certain officers and directors of NXP Semiconductors N.V. to file future amendments \(set forth on the signature pages of the Registration Statement\)](#)

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Eindhoven, The Netherlands, on September 14, 2018.

NXP Semiconductors N.V.

(Registrant)

By: /s/ Richard L. Clemmer

Name: Richard L. Clemmer

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints each of Peter Kelly, 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 Registration Statement, including to sign and file in the name and on behalf of the undersigned as director or officer of the Registrant any and all amendments or supplements (including any and all stickers and post-effective amendments) to this Registration Statement, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorney-in-fact and agent, with full power and authority to do and perform each and every act and things requisite or 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 attorney-in-fact and agents, or any substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities indicated on September 14, 2018.

Name	Title
<u>/s/ Richard L. Clemmer</u> Name: Richard L. Clemmer	Executive Director and Chief Executive Officer <i>(Principal Executive Officer)</i>
<u>/s/ Peter Kelly</u> Name: Peter Kelly	Executive Vice President and Chief Financial Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>
<u>/s/ Sir Peter Bonfield</u> Name: Sir Peter Bonfield	Non-executive Director and Chairman of the Board
<u>/s/ Johannes P. Huth</u> Name: Johannes P. Huth	Non-executive Director and Vice Chairman of the Board
<u>/s/ Kenneth A. Goldman</u> Name: Kenneth A. Goldman	Non-executive Director

Name	Title
<u>/s/ Josef Kaeser</u> Name: Josef Kaeser	Non-executive Director
<u>/s/ Eric Meurice</u> Name: Eric Meurice	Non-executive Director
<u>/s/ Peter Smitham</u> Name: Peter Smitham	Non-executive Director
<u>/s/ Julie Southern</u> Name: Julie Southern	Non-executive Director
<u>/s/ Gregory Summe</u> Name: Gregory Summe	Non-executive Director
<u>/s/ Timothy Shelhamer</u> Name: Timothy Shelhamer	Authorized Representative in the United States

Long Term Incentive Plan 2018/19 Terms and Conditions with regard to the Performance Stock Units Plan

NXP Performance Stock Units Plan 2018/19

**TERMS AND CONDITIONS
OF
NXP PERFORMANCE STOCK UNITS PLAN 2018/19**

**Article 1
Definitions**

In this NXP Performance Stock Units Plan the following definitions shall apply:

1. Board: the board of directors of NXP.
2. Change of Control: a transaction or series of transactions or the conclusion of an agreement, which alone or taken together has the effect that as a result thereof a third party, or third parties acting in concert, obtains, whether directly or indirectly, Control of NXP.
3. Control: (i) the ownership, whether direct or indirect, of a party or parties acting in concert, of more than 50.1% percent of (a) the issued Share capital and/or (b) the voting rights in the general meeting of shareholders; or (ii) the right, whether direct or indirect, of a party or parties acting in concert to control the composition of the majority of the Board of NXP, or the majority of its voting rights, by contract or otherwise.
4. Custody Account: a custody account maintained in the name of a Participant.
5. Date of Grant: the date at which a Performance Stock Unit is granted pursuant to this Plan. The Dates of Grant of any Performance Stock Units shall be the same dates as the dates of publication of the NXP annual and/or quarterly results. The relevant Date of Grant and categorization of any Performance Stock Unit with respect to any grant hereunder shall be determined by NXP.
6. Date of Vesting: The date at which the relevant performance conditions and requisite service period, if any, as indicated in the Grant Letter, for the relevant Performance Stock Unit is met, subject to confirmation by NXP in accordance with a procedure established by NXP. In case performance conditions are combined with a requisite service period, the Date of Vesting will be the date at which both the performance conditions and the requisite service period have been met,
7. Eligible Individual: means an employee of NXP and its direct and indirect subsidiaries or such other person as determined by or on behalf of the Board.
8. Employing Company: any of NXP and its direct and indirect subsidiaries and such other company as designated by or on behalf of the Board.
9. Good Reason: 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 base salary or target bonus unless the base salary or target bonus of other NXP employees or officers 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). A lateral job change that does not materially diminish the Participant's duties or responsibilities will not constitute Good Reason.

10. Grant Letter: the letter in which Performance Stock Units are granted to an Eligible Individual.
11. NXP: NXP Semiconductors N.V.
12. Participant: an individual who has accepted any Performance Stock Units under this Plan.
13. Performance Stock Unit: the conditional right granted to a Participant to receive one Share, subject to the terms and conditions of this Plan.
14. Plan: this NXP Performance Stock Units Plan.
15. Share: a common share in the share capital of NXP (to be) delivered under this Plan.

Article 2
Grant of Performance Stock Units

1. Any Performance Stock Units may be granted by or on behalf of the Board to an Eligible Individual, subject to the terms and conditions of this Plan and any other NXP policies or guidelines that may apply to such individual. Any Performance Stock Units offered to any such individual and the terms and conditions governing such rights shall be deemed accepted by such individual with effect from the applicable Date of Grant in case NXP has not received, in accordance with a procedure established by NXP, a notice of rejection of such rights within fourteen (14) days of the Grant Letter or such later date as may be determined by NXP.
2. The Grant Letter shall reflect, inter alia, the Date of Grant, the number and category of Performance Stock Units awarded, the vesting schedule, the performance conditions and requisite service period, if any.

Article 3
Vesting of a Performance Stock Unit

1. A Performance Stock Unit will vest (i.e. become unconditional and the corresponding Shares will be delivered to the relevant Participant) on or immediately following the relevant Date of Vesting subject to (i) any relevant performance conditions, if and when indicated in the Grant Letter, being met, (ii) any specifications in the Grant Letter, (iii) the relevant Participant still being employed by any Employing Company upon expiration of the relevant vesting period (at the time the corresponding Shares be delivered to the relevant Participant), and (iv) Article 4 (Termination of Employment). In the event that the Participant's employment is terminated by the Employing Company without the Participant being a Bad Leaver (as defined in Article 4(2)) or by the Participant for Good Reason, in either case within twelve months following a Change of Control, all unvested Performance Stock Units shall become immediately vested (for 100%, accelerated vesting), unless the Grant Letter stipulates differently.
2. Whether any performance conditions are met, and whether the relevant Participant is still employed by an Employing Company at the relevant time, will be established by the Board or its delegate, in each case, in its sole discretion.

Article 4
Termination of Employment

1. Unvested Performance Stock Units shall lapse, on the earliest of the following occasions, without notice and without any compensation:
 - a. if a Participant's employment terminates and such Participant is no longer employed by any Employing Company;
 - b. upon violation by the Participant of any provision of this Plan or the Grant Letter in which case the Performance Stock Units shall lapse on the date of such violation (rather than the date on which such violation comes to the attention of NXP).
2. For purposes of this Program, a "Bad Leaver" shall be a Participant whose employment with NXP or an Employing Company is terminated (i) following the Participant committing an act of theft, fraud, serious misconduct or deliberate falsification of records in relation to his duties for NXP or the Employing Company, (ii) following the Participant being convicted of or pleading guilty to a serious criminal offence (*misdrif*) relating to his duties for NXP or the Employing Company (excluding any motoring or non-duty related minor offence), which act or criminal offence referred to in (i) and/or (ii) has a material adverse effect upon NXP or the Employing Company, (iii) with immediate effect because of an urgent cause (*dringende reden*) as referred to in article 7:678 of the Dutch Civil Code for cause, (iv) a Participant materially violates the NXP Code of Conduct or similarly significant rule or policy of NXP or the Employing Company, or (v) 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 member of the NXP group, including the Participant personally actively soliciting or personally actively endeavoring to entice away or personally actively recruiting any NXP employees in said period.

Article 5
Non-transferability

The Performance Stock Units are strictly personal, and may not be assigned, transferred, pledged, hypothecated, or otherwise encumbered or disposed of in any manner nor may any transaction be entered into with the same effect. The Participant may not engage in any transactions on any exchange on the basis of any Performance Stock Units.

Article 6
Delivery and Holding of Shares

1. NXP may require a Participant to maintain a Custody Account in connection with this Plan. Nothing contained in this Plan shall obligate NXP to establish or maintain or cause to establish or maintain a Custody Account for any Participant. The Participant will provide NXP with the details thereof.
2. Subject to the terms and conditions of this Plan and the Grant Letter, and further to the Participants election via the website, NXP will deliver a Share to a Participant on or as soon as reasonably practicable, and in any event within 2.5 months, after the relevant Date of Vesting. In no event shall NXP have any obligation to deliver any Shares to a Participant prior to the relevant Date of Vesting.
3. Any Shares to be delivered pursuant to Article 6 (2) will be credited to the Custody Account.

Article 7
Capital Dilution

NXP may make any equitable adjustment or substitution of the number or kind of Shares subject to the Performance Stock Units, as it, in its sole discretion, deems equitable to reflect any significant corporate event of or by NXP, for example a change in the outstanding Shares by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other corporate change, or any distribution to holders of Shares other than regular cash dividends.

Article 8
Costs and Taxes

1. All costs of delivering any Shares under this Plan to a Participant's Custody Account and any other costs connected with the Shares shall be borne by the Participant.
2. 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 of any Performance Stock Units or becoming effective thereafter, and any changes or modifications therein and termination thereof which may result for the Participant in connection with this Plan (including, but not limited to, the grant of the Performance Stock Units, the ownership of the Performance Stock Units and/or the delivery of any Shares under this Plan, the ownership and/or the sale of any Shares acquired under this Plan) shall be for the sole risk and account of the Participant.

3. NXP and any other Employing Company shall have the right to deduct or withhold (or cause to be deducted or withheld) from any salary payment or other sums due by NXP or any other Employing Company to Participant, or requiring the Participant or beneficiary of the Participant, to pay to NXP an amount necessary to settle any Taxes and any costs determined by NXP necessary to be withheld in connection with this Plan (including, but not limited to, the grant of the Performance Stock Units or the delivery of any Shares under this Plan).

Article 9 Cash Alternative

In exceptional circumstances, at the sole discretion of the Board, upon the Date of Vesting, NXP may advise a Participant resident outside the Netherlands to request in writing an amount in cash as an alternative to Shares. Upon such request the Participant is entitled to receive an amount in U.S. Dollars, equal to the price of a Share listed at the NASDAQ Global Select Market with dividend, if any, at closing of NASDAQ, multiplied by the relevant number of vested Performance Stock Units. If on the date of receipt of the request from the Participant, Shares have not been traded at NASDAQ, the price of a Share will be the opening price of the first subsequent trading day at NASDAQ. Any costs to be paid and any applicable Taxes due shall be deducted from the amount to be received by the Participant.

Article 10 General Provisions

Insider trading rules

1. Each Participant shall comply with any applicable “insider trading” laws and regulations, including the “NXP Semiconductor N.V. rules on holding and trading in NXP Securities”.

Authority for this Plan

2. NXP shall have the authority to interpret this Plan, to establish, amend, and rescind any rules and regulations relating to this Plan, to determine and - if deemed necessary or advisable - amend the terms and conditions of any agreements entered into hereunder, to make all other determinations necessary or advisable for the administration of this Plan. To the extent required by law, the general meeting of shareholders of NXP will be requested to adopt or approve such changes.
3. NXP may delegate the authority to perform administrative and operational functions with respect to this Plan to officers or employees of subsidiaries of NXP and to service providers. Such delegation may include the authority to interpret this Plan and establish, amend and rescind rules, regulations terms and conditions in force from time to time applicable to Performance Stock Units granted and the Shares obtained under this Plan.

Shareholder rights

4. No Participant shall have any rights or privileges of shareholders (including the right to receive dividends and to vote) with respect to Shares to be delivered pursuant to the Performance Stock Units until such Shares are actually delivered to him in accordance with Article 6 of this Plan. The Shares delivered shall carry the same rights as common shares of NXP traded at NASDAQ on the day on which these Shares are delivered.

Non-recurring discretionary grant

5. Eligibility and participation shall be at the sole discretion of NXP or the Employing Company and as such do not qualify as terms and conditions of employment. The Grant in one year does not create rights for future years.
6. The (value of) Performance Stock Units granted to, or Shares acquired by a Participant pursuant to such Performance Stock Unit, under this Plan 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.
7. Nothing contained in this Plan, Grant Letter or any agreement entered into pursuant hereto shall confer upon any Participant any right to be employed with any Employing Company for any period of time, or to be entitled to any remuneration or benefits not set forth in this Plan, or to interfere with or limit in any way with the right of any Employing Company or any of its subsidiaries to terminate such Participant's employment or to discharge or retire any Participant at any time.

Miscellaneous

8. If a provision of this Plan is deemed illegal or invalid, the illegality or invalidity shall not affect the remaining parts of this Plan, this Plan shall be construed as if the illegal or invalid provisions had not been included in this Plan.
9. Where the context requires, words in either gender shall include also the other gender.

Choice of law and forum

10. This Plan shall be governed by and construed in accordance with the laws of The Netherlands, without regard to its principles of conflict of laws. Any dispute arising under or in connection with this Plan shall be settled by the competent courts in Amsterdam, The Netherlands.

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Long Term Incentive Plan 2018/19 Terms and Conditions with regard to the Restricted Stock Units Plan

NXP Restricted Stock Units Plan 2018/19

**TERMS AND CONDITIONS
OF
NXP RESTRICTED STOCK UNITS PLAN 2018/19**

**Article 1
Definitions**

In this NXP Restricted Stock Units Plan the following definitions shall apply:

1. Board: the board of directors of NXP.
2. Change of Control: a transaction or series of transactions or the conclusion of an agreement, which alone or taken together has the effect that as a result thereof a third party, or third parties acting in concert, obtains, whether directly or indirectly, Control of NXP.
3. Control: (i) the ownership, whether direct or indirect, of a party or parties acting in concert, of more than 50.1% percent of (a) the issued Share capital and/or (b) the voting rights in the general meeting of shareholders; or (ii) the right, whether direct or indirect, of a party or parties acting in concert to control the composition of the majority of the Board of NXP, or the majority of its voting rights, by contract or otherwise.
4. Custody Account: a custody account maintained in the name of a Participant.
5. Date of Grant: the date at which a Restricted Stock Unit is granted pursuant to this Plan. The Dates of Grant of any Restricted Stock Units shall be the same dates as the dates of publication of the NXP' annual and/or quarterly results. The relevant Date of Grant and categorization of any Restricted Stock Unit with respect to any grant hereunder shall be determined by NXP.
6. Date of Vesting: the date of vesting shall be the first, second or third anniversary of the Date of Grant of such Restricted Stock Unit as specified in the Grant Letter. For this purpose, Restricted Stock Units may be categorized as "1 Year Term Restricted Stock Units", "2 Year Term Restricted Stock Units" or "3 Year Term Restricted Stock Units".
7. Eligible Individual: Means an employee of NXP and its direct and indirect subsidiaries or such other person as determined by or on behalf of the Board.
8. Employing Company: Any of NXP and its direct and indirect subsidiaries and such other company as designated by or on behalf of the Board.
9. Good Reason: 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 base salary or target bonus unless the base salary or target bonus of other NXP employees or officers 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). A lateral job change that does not materially diminish the Participant's duties or responsibilities will not constitute Good Reason.

10. Grant Letter: the letter in which Restricted Stock Units are granted to an Eligible Individual.
11. NXP: NXP Semiconductors N.V.
12. Participant: an individual who has accepted any Restricted Stock Units under this Plan.
13. Plan: this NXP Restricted Stock Units Plan.
14. Restricted Stock Unit: the conditional right granted to a Participant to receive one Share, subject to the terms and conditions of this Plan. Restricted Stock Units may be categorized as "1 Year Term Restricted Stock Units", "2 Year Term Restricted Stock Units" or "3 Year Term Restricted Stock Units", as applicable.
15. Share: a common share in the share capital of NXP (to be) delivered under this Plan.

Article 2

Grant of Restricted Stock Units

1. Any Restricted Stock Units may be granted by or on behalf of the Board to an Eligible Individual, subject to the terms and conditions of this Plan and any other NXP policies or guidelines that may apply to such individual. Any Restricted Stock Units offered to any such individual and the terms and conditions governing such rights shall be deemed accepted by such individual with effect from the applicable Date of Grant in case NXP has not received, in accordance with a procedure established by NXP, a notice of rejection of such rights within fourteen (14) days of the Grant Letter or such later date as may be determined by NXP.
2. The Grant Letter shall reflect, inter alia, the Date of Grant, the number and category of Restricted Stock Units awarded, the vesting schedule and relevant specifications, if any.

Article 3
Vesting of a Restricted Stock Unit

1. A Restricted Stock Unit will vest (i.e. become unconditional and the corresponding Shares will be delivered to the relevant Participant) on or immediately following the relevant Date of Vesting subject to (i) any specifications in the Grant Letter, and (ii) Article 4 (Termination of Employment). In the event that the Participant's employment is terminated by the Employing Company without the Participant being a Bad Leaver (as defined in Article 4(2)) or by the Participant for Good Reason, in either case within twelve months following a Change of Control, all unvested Restricted Stock Units shall become immediately vested (for 100%, accelerated vesting), unless the Grant Letter stipulates differently.
2. Whether any applicable specifications are met, and whether the relevant Participant is still employed by an Employing Company at the relevant time, will be established by the Board or its delegate, in each case, in its sole discretion.

Article 4
Termination of Employment

1. Unvested Restricted Stock Units shall lapse, on the earliest of the following occasions, without notice and without any compensation:
 - a. if a Participant's employment terminates and such Participant is no longer employed by any Employing Company;
 - b. upon violation by the Participant of any provision of this Plan or the Grant Letter in which case the Restricted Stock Units shall lapse on the date of such violation (rather than the date on which such violation comes to the attention of NXP).
2. For purposes of this Program, a "Bad Leaver" shall be a Participant whose employment with NXP or an Employing Company is terminated (i) following the Participant committing an act of theft, fraud, serious misconduct or deliberate falsification of records in relation to his duties for NXP or the Employing Company, (ii) following the Participant being convicted of or pleading guilty to a serious criminal offence (*misdrif*) relating to his duties for NXP or the Employing Company (excluding any motoring or non-duty related minor offence), which act or criminal offence referred to in (i) and/or (ii) has a material adverse effect upon NXP or the Employing Company, (iii) with immediate effect because of an urgent cause (*dringende reden*) as referred to in article 7:678 of the Dutch Civil Code for cause, (iv) a Participant materially violates the NXP Code of Conduct or similarly significant rule or policy of NXP or the Employing Company, or (v) 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 member of the NXP group, including the Participant personally actively soliciting or personally actively endeavoring to entice away or personally actively recruiting any NXP employees in said period.

Article 5
Non-transferability

The Restricted Stock Units are strictly personal, and may not be assigned, transferred, pledged, hypothecated, or otherwise encumbered or disposed of in any manner nor may any transaction be entered into with the same effect. The Participant may not engage in any transactions on any exchange on the basis of any Restricted Stock Units.

Article 6
Delivery and Holding of Shares

1. NXP may require a Participant to maintain a Custody Account in connection with this Plan. Nothing contained in this Plan shall obligate NXP to establish or maintain or cause to establish or maintain a Custody Account for any Participant. The Participant will provide NXP with the details thereof.
2. Subject to the terms and conditions of this Plan and the Grant Letter, and further to the Participants election via the website, NXP will deliver a Share to a Participant on or as soon as reasonably practicable, and in any event within 2.5 months, after the relevant Date of Vesting. In no event shall NXP have any obligation to deliver any Shares to a Participant prior to the relevant Date of Vesting.
3. Any Shares to be delivered pursuant to Article 6(2) will be credited to the Custody Account.

Article 7
Capital Dilution

NXP may make any equitable adjustment or substitution of the number or kind of Shares subject to the Restricted Stock Units, as it, in its sole discretion, deems equitable to reflect any significant corporate event of or by NXP, for example a change in the outstanding Shares by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other corporate change, or any distribution to holders of Shares other than regular cash dividends.

Article 8
Costs and Taxes

1. All costs of delivering any Shares under this Plan to a Participant's Custody Account and any other costs connected with the Shares shall be borne by the Participant.
2. 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 of any Restricted Stock Units or becoming effective thereafter, and any changes or modifications therein and termination thereof which may result for the Participant in connection with this Plan (including, but not limited to, the grant of the Restricted Stock Units, the ownership of the Restricted Stock Units and/or the delivery of any Shares under this Plan, the ownership and/or the sale of any Shares acquired under this Plan) shall be for the sole risk and account of the Participant.
3. NXP and any other Employing Company shall have the right to deduct or withhold (or cause to be deducted or withheld) from any salary payment or other sums due by NXP or any other Employing Company to Participant, or requiring the Participant or beneficiary of the Participant, to pay to NXP an amount necessary to settle any Taxes and any costs determined by NXP necessary to be withheld in connection with this Plan (including, but not limited to, the grant of the Restricted Stock Units or the delivery of any Shares under this Plan).

Article 9
Cash Alternative

In exceptional circumstances, at the sole discretion of the Board, upon the Date of Vesting, NXP may advise a Participant resident outside the Netherlands to request in writing an amount in cash as an alternative to Shares. Upon such request the Participant is entitled to receive an amount in U.S. Dollars, equal to the price of a Share listed at the NASDAQ Global Select Market with dividend, if any, at closing of NASDAQ, multiplied by the relevant number of vested Restricted Stock Units. If on the date of receipt of the request from the Participant, Shares have not been traded at NASDAQ, the price of a Share will be the opening price of the first subsequent trading day at NASDAQ. Any costs to be paid and any applicable Taxes due shall be deducted from the amount to be received by the Participant.

Article 10
General Provisions

Insider trading rules

1. Each Participant shall comply with any applicable “insider trading” laws and regulations, including the “NXP Semiconductor N.V.’ Insider Trading Policy”.

Authority for this Plan

2. NXP shall have the authority to interpret this Plan, to establish, amend, and rescind any rules and regulations relating to this Plan, to determine and - if deemed necessary or advisable - amend the terms and conditions of any agreements entered into hereunder, to make all other determinations necessary or advisable for the administration of this Plan. To the extent required by law, the general meeting of shareholders of NXP will be requested to adopt or approve such changes.
3. NXP may delegate the authority to perform administrative and operational functions with respect to this Plan to officers or employees of subsidiaries of NXP and to service providers. Such delegation may include the authority to interpret this Plan and establish, amend and rescind rules, regulations terms and conditions in force from time to time applicable to Restricted Stock Units granted and the Shares obtained under this Plan.

Shareholder rights

4. No Participant shall have any rights or privileges of shareholders (including the right to receive dividends and to vote) with respect to Shares to be delivered pursuant to the Restricted Stock Units until such Shares are actually delivered to him in accordance with Article 6 of this Plan. The Shares delivered shall carry the same rights as common shares of NXP traded at NASDAQ on the day on which these Shares are delivered.

Non-recurring discretionary grant

5. Eligibility and participation shall be at the sole discretion of NXP or the Employing Company and as such do not qualify as terms and conditions of employment. The Grant in one year does not create rights for future years.
6. The (value of) Restricted Stock Units granted to, or Shares acquired by a Participant pursuant to such Restricted Stock Unit, under this Plan 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.

7. Nothing contained in this Plan, Grant Letter or any agreement entered into pursuant hereto shall confer upon any Participant any right to be employed with any Employing Company for any period of time, or to be entitled to any remuneration or benefits not set forth in this Plan, or to interfere with or limit in any way with the right of any Employing Company or any of its subsidiaries to terminate such Participant's employment or to discharge or retire any Participant at any time.

Miscellaneous

8. If a provision of this Plan is deemed illegal or invalid, the illegality or invalidity shall not affect the remaining parts of this Plan, this Plan shall be construed as if the illegal or invalid provisions had not been included in this Plan.
9. Where the context requires, words in either gender shall include also the other gender.

Choice of law and forum

10. This Plan shall be governed by and construed in accordance with the laws of The Netherlands, without regard to its principles of conflict of laws. Any dispute arising under or in connection with this Plan shall be settled by the competent courts in Amsterdam, The Netherlands.

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September 14, 2018

Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549
USA

Ladies and Gentlemen:

I am Senior Vice President and Chief Corporate Counsel of NXP Semiconductors N.V. (the “Registrant”) and am writing this opinion in connection with the Registration Statement on Form S-8 (the “Registration Statement”) filed by the Registrant with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended, relating to the registration by the Registrant of an aggregate of 7,000,000 ordinary shares, par value EUR 0.20 per share, of the Registrant (the “Shares”), which may be delivered pursuant to (i) the NXP Semiconductors N.V. Long Term Incentive Plan and (ii) the NXP Semiconductors N.V. Employee Stock Purchase Plan (together, the “Plans”).

I have examined the Registration Statement, the Plans, the certificate of incorporation of the Registrant and the articles of association of the Registrant, which have been filed with the Commission as exhibits to the Registration Statement. I have also examined the originals, or duplicates or certified or conformed copies, of such corporate and other records, agreements, documents and other instruments and have made such other investigations as I have deemed relevant and necessary in connection with the opinions hereinafter set forth.

In rendering the opinion set forth below, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, I am of the opinion that the Shares to be issued under the Plans have been duly authorized and, upon delivery in accordance with the Plans, the Shares will be validly issued, fully paid and non-assessable.

I do not express any opinion herein concerning any law other than the laws of the Netherlands.

I hereby consent to the filing of this opinion letter as Exhibit 5 to the Registration Statement. I also consent to the reference to me under the caption “Interests of Named Experts and Counsel” contained in the Registration Statement without implying or admitting that I am an “expert” within the meaning of the Securities Act, or other rules or regulations of the Commission issued thereunder, with respect to any part of the Registration Statement, including this exhibit.

Very truly yours,

/s/ Jean A.W. Schreurs

Senior Vice President and Chief Corporate Counsel

Consent of Independent Registered Public Accounting Firm

The Board of Directors
NXP Semiconductors N.V.:

We consent to the use of our report dated April 11, 2018, with respect to the consolidated balance sheets of NXP Semiconductors N.V. and its subsidiaries (the “Company”) as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for each of the years in the three-year period ended December 31, 2017, and the related notes (collectively, “the consolidated financial statements”), and the effectiveness of internal control over financial reporting incorporated herein by reference.

/s/ KPMG Accountants N.V.

Amstelveen, The Netherlands
September 14, 2018