
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): March 5, 2020

NXP Semiconductors N.V.

(Exact name of Registrant as specified in charter)

Netherlands

(State or other jurisdiction
of incorporation)

001-34841

(Commission
file number)

98-1144352

(IRS 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)

NA

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading symbol(s)	Number of each exchange on which registered
Common shares, EUR 0.20 par value	NXPI	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 5, 2020, the Board of Directors (the “Board”) of NXP Semiconductors N.V. (the “Company”) unanimously nominated Kurt Sievers to be appointed as President and Chief Executive Officer, effective upon the approval of the Company’s shareholders. Mr. Sievers joined the Company in 1995 and has been a member of the executive management team since 2009. In September 2018 Mr. Sievers was appointed as President of the Company, with direct oversight and management of all the Company’s business lines. The Board of Directors will propose the appointment of Mr. Sievers as Executive Director and Chief Executive Officer at the Company’s annual general meeting of shareholders scheduled for May 27, 2020. Upon Mr. Sievers appointment, Mr. Clemmer will serve as a strategic advisor to the Company.

In connection with his nomination as Executive Director and President/CEO, Mr. Sievers and the Company entered into a management agreement (the “Management Agreement”) and NXP Semiconductors Germany GmbH, a wholly owned indirect affiliate of the Company, and Mr. Sievers entered into an addendum to Mr. Sievers’ existing employment agreement (the “Secondment Addendum” and together with the Management Agreement, the “CEO Agreements”).

The CEO Agreements provide that effective May 27, 2020, subject to the condition that the Company’s annual general meeting of shareholders appoints Mr. Sievers as Executive Director and President/CEO, Mr. Sievers will serve in these capacities until the date of the following annual general meeting, and will be extended if NXP’s general meeting reappoints Mr. Sievers as Executive Director and President/CEO of NXP. Under the CEO Agreements, effective upon his appointment as Executive Director and President/CEO on May 27, 2020, Mr. Sievers will receive a gross annual base salary of EUR 1 million and will be eligible for a cash bonus under the Company’s annual incentive plan, the on-target cash incentive percentage being 150% of the annual base salary for Mr. Sievers, with the maximum annual incentive opportunity to be equal to 200% of the at target cash incentive opportunity. The actual amount payable to Mr. Sievers as an annual cash bonus will be dependent upon the achievement of performance targets which are set every year by the compensation committee of the Board and which are expected to be substantially the same as the targets established under the plan for other executive officers of the Company. Depending on performance, the actual amount payable as an annual cash bonus to Mr. Sievers may be less than, greater than or equal to the stated target bonus (and could be zero). In connection with Mr. Sievers appointment as Executive Director and President/CEO, Mr. Sievers will be awarded long term incentive equity awards with a total grant value of USD 3 million, 30% in the form of restricted share units and 70% in the form of performance restricted share units, subject to substantially the same terms and conditions (including vesting and performance conditions) as established for other executive officers of the Company.

The CEO Agreements provide that in the event that Mr. Sievers employment is terminated at the initiative of the Company and other than for cause, Mr. Sievers will be entitled to a severance amount of two times the gross annual base salary and a pro-rata payment of the annual cash bonus, depending on achievement of the pay-out conditions and the period in which Mr. Sievers has performed actual work for the Company.

In connection with the announced transition, Mr. Clemmer has entered into an agreement with NXP USA, Inc. (“NXP USA”), a wholly owned indirect subsidiary of the Company (the “Advisory Agreement”). Under the Advisory Agreement, effective May 28, 2020, Mr. Clemmer will serve as strategic advisor to the Company’s Chief Executive Officer until October 31, 2021, unless terminated on an earlier date by NXP USA. During the term of the Advisory Agreement, Mr. Clemmer will be paid a bi-weekly salary of the US\$ equivalent of EUR 46,153.86. Mr. Clemmer will be eligible for a cash bonus under the Company’s annual incentive plan for the period January 1, 2020 until May 28, 2020, but will not be entitled to a cash bonus or equity grants as of May 28, 2020. In the event Mr. Clemmer’s employment is terminated prior to October 31, 2021, other than for cause, he will be entitled to a fixed gross severance amount equal to the amount of the base salary he would have received from the date of termination of employment through October 31, 2021. The Advisory Agreement provides the Mr. Clemmer’s equity awards will continue to vest, subject to achieving the targets, through his employment under the Advisory Agreement, including any extensions thereof and accelerated vesting upon death and change of control would continue to apply during this period. Unless in the event of termination of Mr. Clemmer’s employment for cause, Reboot RSUs and Reboot PSUs granted on July 26, 2018 shall continue to vest until July 26, 2021 (full vesting), subject to achieving the targets. The Advisory Agreement contains non-compete and non-solicitation provisions that apply until the earlier of (i) one year from the end of his employment under the Advisory Agreement or (ii) June 1, 2022.

The foregoing descriptions are qualified by reference to the terms of the Management Agreement, the Secondment Addendum and the Advisory Agreement, which are filed herewith as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference. A copy of the press release issued by the Company on March 5, 2020, is attached as Exhibit 99.1 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Management Agreement dated March 5, 2020 between the Company and Kurt Sievers](#)
- 10.2 [Secondment Addendum dated March 5, 2020 between NXP Semiconductors Germany GmbH and Kurt Sievers](#)
- 10.3 [Agreement dated March 5, 2020 between NXP USA, Inc. and Richard L. Clemmer](#)
- 99.1 [Press release dated March 5, 2020 entitled: "NXP Semiconductors Announces Executive Transition"](#)
- 104 Cover Page Interactive Data File (formatted as Inline XBRL).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NXP Semiconductors N.V.

By: /s/ Dr. Jean A.W. Schreurs
Name: Dr. Jean A.W. Schreurs
Title: SVP and Chief Corporate Counsel

Date: March 9, 2020

MANAGEMENT AGREEMENT

THIS AGREEMENT IS DATED MARCH 5, 2020 AND MADE BETWEEN:

- (1) NXP Semiconductors N.V., a public limited liability company with seat in Eindhoven, the Netherlands and address at High Tech Campus 60, the Netherlands, hereby duly represented by Sir Peter Bonfield and Mr. Peter Smitham, as authorized by Board resolution of March 5, 2020, ("**NXP**");

and
- (2) Kurt Sievers, born on April 9, 1969 and residing in Hamburg, Germany, ("**Named Executive Officer**" or "**NEO**").

BACKGROUND:

- (A) The expectation is that the Named Executive Officer will be appointed as executive director and member of the board of directors and as President and Chief Executive Officer ("**Executive Director and President/CEO**") of NXP by the general meeting of NXP with effect from May 27, 2020 (the "**Commencement Date**").
- (B) In this agreement, NXP and the Named Executive Officer wish to set out the provisions relating to the Named Executive Officer's performance of his duties and obligations as Executive Director and President/CEO of NXP.
- (C) This agreement is conditional on the appointment of the Named Executive Officer as Executive Director and President/CEO of NXP, as set out in (A).
- (D) The parties acknowledge and expressly determine that, pursuant to article 2:132(3) Dutch Civil Code ("**BW**"), their legal relationship may not be deemed an employment agreement.
- (E) This agreement is an agreement for services as referred to in article 7:400 et seq. BW.
- (F) The parties wish to set out the terms of their legal relationship in this agreement, it being understood that the Named Executive Officer will continue his employment relation with NXP Semiconductors Germany GmbH ("**NXP GmbH**") under his employment contract with NXP GmbH (the "**Contract**") of October 23, 2009, as amended from time to time, together with the secondment addendum ("**Secondment Addendum**") of March 5, 2020 agreed upon between the Named Executive Officer

and NXP GmbH and co-signed by NXP, and that the Named Executive Officer shall be seconded to NXP under the Secondment Addendum to fulfil the role of Executive Director and President/CEO of NXP as referred to under (A). If there is any conflict between the terms of this agreement and the Contract and/or the Secondment Addendum, this agreement shall prevail.

THE PARTIES AGREE AS FOLLOWS:

1 DURATION OF THIS AGREEMENT

1.1 Duration

1.1.1 This agreement takes effect on the Commencement Date on the condition that the Named Executive Officer is appointed as Executive Director and President/CEO of NXP, as set out in (A).

1.1.2 This agreement is entered into for the period up to and including the date of NXP's general meeting to be held in the next financial year after the Commencement Date, and ends automatically on that date without prior notice being required.

1.2 Reappointment

If NXP's general meeting reappoints the Named Executive Officer as Executive Director and President/CEO of NXP, this agreement will be extended for the period of that reappointment and end automatically without prior notice being required on the date of NXP's general meeting to be held in the next financial year after NXP's general meeting which resolved to reappoint the Named Executive Officer. This is to confirm that, as long as the Named Executive officer is Executive Director and President/CEO of NXP, he will have an employment relationship with NXP GmbH which relationship will be governed by the Contract and the Secondment Addendum.

2 NOTICE

2.1 Notice period

Either party may terminate this agreement at any time by giving written notice to the other party before the end of a calendar month, with each party being required to give three months' notice. The Named Executive Officer shall resign as Executive Director and President/CEO of NXP with effect from the date on which this agreement ends or has ended in accordance with this Clause 2.1.

2.2 Urgent cause

If this agreement is terminated in writing for urgent cause, then, notwithstanding Clause 2.1 (*Notice period*), the terminating party will not be bound by a notice period and this agreement will end with immediate effect. For the definition of 'urgent cause', reference is made by way of analogy to articles 7:678 and 7:679 BW. The Named Executive Officer shall resign as Executive Director and President/CEO of NXP with effect from the date on which this agreement ends or has ended in accordance with this Clause 2.2 (*Urgent cause*).

3 TERMINATION

3.1 Dismissal/resignation

If the Named Executive Officer is dismissed or resigns as Executive Director and President/CEO of NXP, this agreement will end automatically without prior notice being required. This termination will take effect three months after the date on which (a) the general meeting adopts the resolution to dismiss the Named Executive Officer or (b), in the case of resignation, the Named Executive Officer tenders his resignation as Executive Director and President/CEO of NXP.

3.2 Urgent cause

Notwithstanding Clause 3.1 (*Dismissal/resignation*), this agreement will end with immediate effect on the date on which (a) the general meeting dismisses the Named Executive Officer as Executive Director and President/CEO of NXP or (b) the Named Executive Officer resigns as Executive Director and President/CEO of NXP if this dismissal or resignation is for urgent cause. For the definition of 'urgent cause', reference is made by way of analogy to articles 7:678 and 7:679 BW.

4 SERVICES

4.1 Duties and obligations

4.1.1 As the President/CEO of NXP, the Named Executive Officer is a member of NXP's board of directors (the "**Board**"). The parties agree that the Named Executive Officer will perform the duties and obligations (the "**Services**") of Executive Director and President/CEO of NXP with effect from the Commencement Date.

4.1.2 In his capacity as Executive Director and President/CEO of NXP, the Named Executive Officer has all the rights and obligations assigned to and imposed on him by law or under NXP's articles of association. By signing this agreement, the Named Executive Officer declares that he has received a copy of NXP's articles of association and a copy of the Rules governing the Board of NXP, and that he is aware of their contents.

4.1.3 The Named Executive Officer shall perform his duties as Executive and President/CEO of NXP properly and shall do his utmost to manage NXP and its affiliates as responsibly as possible.

4.2 Services for a group company

On the basis of his position as Executive Director and President/CEO of NXP, the Named Executive Officer may also be asked to act as managing director, general manager or supervisory director of the companies belonging to the group to which NXP belongs, without receiving any additional pay. Without prejudice to what is stated in the Contract, the Named Executive Officer shall resign from these positions no later than on the date on which the position of Executive Director and President/CEO of NXP ends, regardless of the reason for this, or at an earlier date if NXP so wishes, without any payment being due to the Named Executive Officer.

4.3 Additional activities

4.3.1 The Named Executive Officer may only accept additional activities, including a supervisory board membership, with the prior written consent of the chairman of NXP's Board. If the nature of the additional activities for which NXP has given its consent changes, the Named Executive Officer shall consult with the chairman of NXP's Board and secure further agreement about this.

4.3.2 On the Commencement Date the Named Executive Officer does not perform any additional activities outside the NXP group.

5 FEES

The Named Executive Officer is remunerated for his services as Executive Director and President/CEO by NXP GmbH pursuant to the Contract and the Secondment Addendum. The Named Executive Officer shall not receive any additional payments/compensation from NXP for his services as Executive Director and President/CEO of NXP.

6 MISCELLANEOUS

6.1 Previous agreements

With exception of the Contract and the Secondment Addendum and all related arrangements explicitly referred to in the Contract or the Secondment Addendum, this agreement replaces all previous agreements between the Named Executive Officer and NXP, or between the Named Executive Officer and subsidiaries or affiliates of NXP.

6.2 Amendments

Any amendments or additions to this agreement must be agreed in writing between the parties.

7 APPLICABLE LAW AND JURISDICTION

7.1 Applicable law

Dutch law applies to this agreement.

7.2 Jurisdiction

All disputes arising out of or in connection with this agreement, including disputes concerning its existence and its validity, will be submitted to the competent Dutch courts.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

THIS AGREEMENT WAS SIGNED ON THE DATE STATED ON THE FIRST PAGE BY:

/s/ Sir Peter Bonfield
NXP Semiconductors N.V.

Name: Sir Peter Bonfield
Title: Chairman of the board of directors

/s/ Peter Smitham
NXP Semiconductors N.V.

Name: Peter Smitham
Title: Chairman of the Compensation Committee

/s/ Kurt Sievers
Kurt Sievers

SECONDMENT ADDENDUM

THE UNDERSIGNED:

1. **NXP Semiconductors Germany GmbH**, a company registered and incorporated under the laws of Germany having its principal place of business in Hamburg, hereinafter referred to as 'Employer';
2. **Kurt Sievers**, hereinafter referred to as 'Employee';

Hereinafter together referred to as the 'Parties'.

TAKING INTO CONSIDERATION THAT:

- Employee is employed by Employer on the basis of the contract of employment of October 23, 2009, as amended from time to time, for an indefinite period of time (the "Employment Contract");
- Employer is an affiliated company of NXP Semiconductors N.V. and forms part of the NXP group;
- Employee will be seconded to NXP Semiconductors N.V. ("NXPI") on a full-time basis as of May 27, 2020, subject to, and for the period of, his appointment as executive director and member of the board of directors and president/chief executive officer of NXPI ("Executive Director and President/CEO") by the annual general meeting of shareholders ("AGM") of NXPI (the 'Secondment');

HAVE AGREED AS FOLLOWS:

1. The Secondment takes effect on May 27, 2020 on the condition that Employee is appointed as Executive Director and President/CEO of NXPI by the AGM and ends automatically on the date on which Employee ceases to be Executive Director and President/CEO of NXPI, irrespective of the reason thereof. This is to confirm that, as long as Employee is Executive Director and President/CEO of NXPI, his employment relationship with Employer will be governed by the Employment Contract and this Secondment Addendum;
2. During the Secondment, Employer will make Employee available to NXPI on a full-time basis, to which Employee agrees.

3. During the Secondment, Employee will be working under maintenance of the Employment Contract, the provisions of which will remain in full force and effect unless explicitly stipulated otherwise in this Secondment Addendum.
4. Employer will continue to pay Employee's salary and emoluments and continue to execute all relevant employment terms and conditions included in the Employment Contract during the term of the Secondment. During the Secondment, Employee shall receive a gross annual base salary of EUR 1 million including holiday allowance, to be paid in twelve equal monthly instalments at the end of each calendar month, net of the mandatory and agreed withholdings and deductions. In view of, and subject to Employee's appointment as Executive Director and President/CEO of NXPI, Employee will be offered a long term incentive equity grant with a total grant value of US\$ 3 million. This award is 30% in the form of Restricted Share Units (RSUs) and 70% in the form of Performance Share Units (PSUs) under the NXPI 2019 Omnibus Incentive Plan. The number of shares will be determined using the closing price of NXPI on the NASDAQ on the first trading day after the publication of NXPI's Q2 quarterly earnings release ("Date of Grant"). Employee will be notified of the official grant and related terms and conditions, and further actions to take in accepting the grant as soon as possible after the Date of Grant. During the Secondment, the salary and emoluments, as well as the terms and conditions of employment of Employee may be adjusted annually by Employer following the review and the instruction of the compensation committee of the board of directors of NXPI. Employee shall be informed in writing of any salary increases awarded to him in this way.
5. In deviation of clause 3.3. of the Employment Contract, during the Secondment the on-target cash incentive percentage for Employee shall be 150% of the base salary, with the maximum annual incentive opportunity to be equal to 200% of the at target cash incentive opportunity. Every year the compensation committee of the board of directors of NXP shall set the targets to be achieved and the variable remuneration applicable to those targets.
6. In deviation of the first sentence of clauses 10.4 and 12.3 of the Employment Contract, Employee shall owe to Employer without any demand or other prior notice a non-recurrent penalty of 100,000 euro for each breach of the confidentiality and non-competition obligations set out in the Employment

Contract committed during the term of the Secondment, increased by a recurrent penalty of EUR 10,000 euro per day the breach continues.

7. As per the date of termination of this Secondment Addendum, Employee shall solely be entitled to the terms and conditions of employment as applicable to Employee pursuant to the Employment Contract immediately prior to the date the Secondment takes effect.
8. During the Secondment, Employee shall receive international medical coverage, and annually, he will be entitled to receive a physical examination. Expenses relating to the international medical coverage and the annual physical will be paid for by the Employer.
9. Tax Protection. If Employee is exposed during the Secondment to a total higher income tax payable than he would have paid if he would be exclusively taxable in his home country (i.e. Germany), the excess taxes incurred on his remuneration (excluding his equity income) will be compensated by Employer.
The NXP Group's designated advisor will calculate the possible compensation amount after the filing of the various income tax returns.
10. During the Secondment, Employer's retirement arrangements remain applicable to Employee, and Employee continues to participate in Employer's pensions plan, to the extent permitted by law and in accordance with the rules of such pension plans. The retirement age remains to be in accordance with local rules and practice of Employer.
11. The activities of Employee for NXPI will solely exist of his duties as Executive Director and President/CEO of NXPI. At the latest as per May 27, 2020, Employee shall step down from the board of directors ("*Vorstand*") of Employer, and withdraw from all other functions within Employer.
12. Employer will invoice NXPI for the costs resulting from the Secondment. Invoicing details and agreements will be agreed upon between Employer and NXPI.
13. Employee acknowledges and agrees that if the Secondment terminates, the employment contract between Employee and Employer will also have to be

terminated, unless Employer and Employee mutually agree on another suitable position for Employee with Employer.

14. In deviation of clause 2.5 of the Employment Contract, in the event of termination of the Employment Contract at the initiative of Employer and other than for Cause, simultaneously with the termination of the Secondment Addendum, Employee will be entitled to a fixed gross severance amount of two times the gross annual base salary paid to Employee in the last twelve months (the "Severance Amount"), provided that Employee signs and returns a general release within seven days following the end of the employment. The costs of the notice period (including gross amounts of salary and any other benefits) shall be deducted from the Severance Amount, unless Employee has performed or will perform actual work during the notice period. Any statutory severance entitlements shall be deemed to be included in, or deducted from, the Severance Amount. Clauses 3.4 and 3.4 of the Employment Contract relating to the on-target cash incentive are applicable in the event of termination of the Employment Contract.
15. In the event of termination for Cause, Employee shall not be entitled to the Severance Amount. For the purpose of this Secondment Addendum and the Employment Contract "Cause" shall be understood to be present in case of (i) a material breach by Employee of his contractual or fiduciary obligations owed to Employer or any of its affiliates (including NXPI) to the detriment of Employer or any of its affiliates or their stakeholders (including employees), which breach is of a nature and severity that renders Employee's continued employment unbearable for Employer, or (ii) a breach by Employee of the non-compete and/or non-solicitation and/or confidentiality obligations as set out in the Employment Contract, or (iii) other serious culpable behaviour/act or serious culpable failure to act of Employee. Criminal acts committed by Employee against Employer or any of its affiliates (including NXPI) always qualify as Cause.
16. For the purposes of clause 14 of this Secondment Addendum, "actual work" shall be deemed to include periods of holiday leave and periods of incapacity to work on account of illness or disablement, in so far as such period does not exceed 3 months.
17. In deviation of clause 5 of the Employment Contract, Employee will take vacation at his own discretion ensuring company and business requirements

accordingly. No vacation will be accrued and no unused vacation time will be rolled over from one year to the next and/or paid out at termination.

18. This Addendum is governed by German law.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

Executed in twofold on March 5, 2020

/s/ Peter Smitham

Employer

By: Peter Smitham

/s/ Kurt Sievers

Employee

By: Kurt Sievers

**Signed by NXPI,
solely for the purpose of acknowledgment
of the Secondment of Employee to NXPI**

/s/ Sir Peter Bonfield

NXP Semiconductors N.V.

By: Sir Peter Bonfield

Chairman of the board of directors

/s/ Peter Smitham

NXP Semiconductors N.V.

By: Peter Smitham

Chairman of the Compensation Committee



March 5, 2020

Richard L. Clemmer
rick.clemmer@nxp.com

Dear Rick,

This letter agreement ("Agreement") serves to confirm your transfer as of May 28, 2020 to the employing entity NXP USA, Inc. ("NXP" or "the Company"), with a home-based location in the U.S. Please note that the following terms will apply to your employment as a result of your transfer.

1. In view of your transition from your position as chief executive officer and member of the board of directors of NXP Semiconductors N.V. ("NXPI"), your management service and employment agreement with NXPI will end as of May 28, 2020. Effective the same date, May 28, 2020, you will enter into the temporary employment of the Company.
2. Your employment with the Company will terminate on October 31, 2021, unless terminated on an earlier date by the Company for any reason ("Separation Date"), or unless extended by written agreement between you and the Company (hereinafter referred to as the "Extension"). In the event of your termination of employment by the Company, other than for Cause, prior to the Separation Date, you will be entitled to a fixed gross severance amount ("Severance Payment"), provided you sign and return the General Release in the form attached as Exhibit A within seven days following your Separation Date. The Severance Payment to be paid to you shall be 100% of the base salary you would have been entitled to between the Separation Date and October 31, 2021, which payments will all be made within one month after the Separation Date. In the event of your termination for Cause, you shall not be entitled to the Severance Payment. "Cause" shall for purposes of this Agreement be understood to be present only if the Company shows that termination is based on material breaches of your obligations owed to the Company or any Affiliate of the Company to the detriment of the Company or any of its Affiliates, which breaches must be of a nature and severity that render your continued employment unbearable for the Company, or if you breach your non-compete and non-solicitation obligations as laid out in Section 8 below. Criminal acts that materially injures the Company, committed by you against the Company or any of its Affiliates always qualify as Cause. "Affiliates" shall for purposes of this Agreement be understood to be NXPI or any of the subsidiaries owned by NXPI.
3. From May 28, 2020 until your Separation Date, you will act as Strategic Advisor to the Chief Executive Officer ("CEO") of NXPI, and you will continue to assist NXP with the transition of your duties and other tasks as needed and requested by the CEO of NXPI.
4. Your bi-weekly salary will be \$US\$ equivalent of 46,153.86 euros, using EUR/USD exchange rate on May 28, 2020 (gross) and will be paid in accordance with our normal payroll schedule. You will be eligible for NXP's Group Employee Benefit Programs. However, you agree that you will not enroll in any benefit program to the extent it would result in you receiving duplication of any benefits as provided in this Agreement, such as the health benefits as described in Section 9 below. You will be eligible for an annual incentive payment for the period January 1, 2020 through May 28, 2020, at realization and payable per the process applicable to NXP employees generally. You will not be entitled to any annual incentive over the period as of May 28, 2020.
5. Annually, you will be entitled to receive a physical examination. Expenses relating to your annual physical will be paid for by the Company.
6. Your seniority rights accrued since January 1, 2009 during your employment with NXP Semiconductors N.V. and its group companies will be acknowledged by the Company.
7. Your participation in any NXP Semiconductors N.V. Long Term Incentive (LTI) plans or agreements will continue to be governed by the terms of those plans and agreements. Further note that with regard to your LTI awards, the following terms shall continue to apply:

NXP Semiconductors, 6501 William Cannon Drive West, Austin, Texas 78735
www.nxp.com

- Reboot RSUs and Reboot PSUs granted on July 26, 2018 shall continue to vest until July 26, 2021 (full vesting), unless in the event of your termination for Cause prior to July 26, 2021. Reboot PSUs will vest subject to achieving the targets. NXPI shares for vested Reboot RSUs and Reboot PSUs will be delivered per the process applicable to NXP employees generally.
 - PSUs and RSUs granted on October 29, 2019 shall continue to vest until the Separation Date (pro rata vesting), unless in the event of your termination for Cause. 2019 PSUs will pro rata vest subject to achieving the targets. NXPI shares for (pro rata) vested 2019 RSUs and PSUs will be delivered per the process applicable to NXP employees generally.
 - Any other Long Term Incentives (all of which were granted before July 2018, including the RSU grant in October 2017) will continue to vest until the Separation Date.
 - Any PSUs/RSUs that are unvested as of the Separation Date will become null and void, and not exercisable anymore, without compensation. This is to confirm that, in the event of an Extension of this Agreement beyond October 31, 2021 or in the event you are appointed and take on a directorship of NXPI effective immediately following the Separation Date, any unvested RSUs and PSUs shall continue to vest during the Extension and during your NXPI directorship.
 - Vested stock options are exercisable until the 10th anniversary of the grant date.
 - Current Accelerated Vesting at Change of Control, as laid down in the resolution of September 1, 2016 of the Nominating & Compensation Committee of the Board of Directors of NXPI shall remain applicable until the Separation Date, on the understanding that if a transaction that would constitute a Change of Control is substantially agreed upon prior to the Separation Date, but is not consummated until after the Separation Date, any outstanding and unvested LTI's awarded to you prior to the Separation Date will fully vest on, and subject to, the date the Change of Control transaction is consummated.
 - Also, the current death arrangements on your LTI's remain applicable until the Separation Date. This means that, notwithstanding what is stipulated in the respective LTIP terms and conditions, in case your employment with the Company terminates as a result of your death ("death in service"), your unvested LTIs (including any NXP stock options, PSUs and RSUs) will fully (for 100%) vest (accelerated vesting). As a consequence, in case of your death in service, your unvested LTIs will become unconditional on the date of your death in service, and as of such date, no time vesting requirements will apply anymore. PSUs will continue to fully vest subject to achieving the targets, provided that any performance conditions are guaranteed to have achieved at target level as a minimum.
 - You will not be entitled to any new LTI grants as of May 28, 2020.
8. In consideration of your employment by NXP, including without limitation the salary and other compensation paid to you, and your receipt of and access to confidential information of NXPI and its Affiliates, you explicitly agree that until the earlier of (i) one year from the Separation Date, and (ii) June 1, 2022, you may not, without the Company's prior written consent, directly or indirectly, for yourself or for others, for payment or otherwise, in any way work for or be involved with or have an interest in Analog Devices, ARM, Bosch, Broadcom, Cypress, Infineon, Intel, Marvell, Maxim Integrated Products, MediaTek, Microchip, NVIDIA, ON Semiconductor, Qualcomm, Renesas, Samsung LSI, Silicon Laboratories, STMicroelectronics, TeleChips and Texas Instruments, which for the avoidance of doubt shall not include investments in these listed companies. It is also explicitly confirmed that you may continue your current activities as chairman of the board and equity owner of Privafy, Inc. Furthermore, you may not, directly or indirectly and in any capacity whatsoever, actively solicit or actively endeavor to entice away or actively recruit any employees of NXP or its Affiliates in said period.
 9. The Company will take out for you and your family the following Aetna Global coverage: Global Medical, International Employee Assistance Program (IEAP), Prescription Drug Coverage, Vision Coverage, and Comprehensive Dental Coverage. The Company will reimburse 100% for all costs eligible for reimbursement under the terms of the policy, as well as the premiums.
 10. NXP Corporate Fiscal in consultation with Price Waterhouse Coopers will continue the tax support and assist you in the filing of your annual tax returns for The Netherlands and US for the tax years 2020 and 2021. The tax support will not cover the period as of tax year 2022.

11. You are required to sign NXP's Intellectual Property Agreement as attached to this Agreement.
12. The Current repatriation approach for you as approved and laid down in the resolution of October 4, 2019 of the Compensation Committee of the Board of Directors of NXPI shall remain applicable until the Separation Date.
13. Except where otherwise specified, this Agreement sets forth the entire Agreement between the parties pertaining to the subject matters of this Agreement, and supersedes and replaces any prior contracts, agreements or understandings, whether written or oral, between you and NXP, its affiliated entities (which includes NXP Semiconductors N.V.) and/or (members of) its Board of Directors. Going forward, you will be subject exclusively to the terms and conditions of employment, and exclusively be entitled to the compensation, reimbursements and allowances, as described in this Agreement and in the plans, policies and procedures applicable to NXP USA, Inc. employees. Furthermore, by entering into employment with NXP USA, Inc., you are voluntarily terminating your employment and/or role and function with any other NXP affiliated entity, with any applicable notice periods waived.
14. This Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Texas. You agree that any litigation concerning this Agreement shall be brought in the federal courts of Texas, unless otherwise provided for in a plan document.

Please acknowledge your agreement to the terms of your transfer by signing and returning a scanned copy of this letter via email to jan.vernon@nxp.com. The effective date of your transfer will be May 28, 2020.

Sincerely,

NXP USA, Inc.

Peter Smitham

/s/ Peter Smitham

Signature

Date: March 5, 2020

I hereby agree to and accept the foregoing terms and conditions:

/s/ Richard L. Clemmer

Richard L. Clemmer

Date: March 5, 2020

EXHIBIT A – GENERAL RELEASE

In exchange for the Severance Payment, and other consideration of value, you agree to the following:

1) You agree to release NXP USA, Inc. and its past and present affiliated companies (“NXP”), and their past and present officers, directors, agents and employees (collectively “Releasees”) from any and all claims, known or unknown, that in any way arise from or relate to your employment with NXP or the termination thereof, or that relate to any events or circumstances that occurred prior to the date of your execution of this General Release. In releasing them from all claims, you understand that such a release includes, but is not limited to, any type of employment, discrimination, or termination claim you may have, including claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Equal Pay Act, the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor Standards Act, and any other federal, local or common laws regarding rights or claims relating to employment, to the maximum extent such released claims are permitted by law. **Your release also includes all age discrimination claims under the Age Discrimination in Employment Act or any comparable state or local law.**

You represent and warrant that you do not presently have on file, and further represent and warrant to the maximum extent allowed by law that you will not hereafter file, any lawsuits, claims, charges, grievances or complaints against the Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or panel of arbitrators, public or private, based upon any actions or omissions by the Releasees occurring prior to your Separation Date.

You understand that this Release extends to all claims of any nature and kind, known or unknown, past or present, which you may have against NXP

This release does not include claims that by law cannot be waived by you, such as your right to file a charge or complaint with governmental agencies. You do, however, waive any rights to collect money damages or to reinstatement as a result of your employment with NXP or the termination of that employment. Nothing in this General Release shall be construed to prohibit you from reporting conduct to, providing truthful information to, or participating in any investigation or proceeding conducted by any federal or state government agency.

Finally, you understand that by signing this General Release you are not releasing any accrued and vested rights you have under NXP benefit plans that survive separation from employment under the terms of the plans.

2) You agree that you have continuing obligations pertaining to confidentiality and non-competition pursuant to the Employment Agreement signed by you, and you further agree that all information possessed by you relative to the activities of NXP which is of a secret or confidential nature, which may include but is not limited to customer lists, pricing, technical and production know-how, developments, inventions, processes, or administrative procedures, is the property of NXP or its licensors, as the case may be, and you shall not use for the benefit of others or disclose to others such information so long as its secret or confidential nature is preserved by NXP. Nothing herein shall prevent you from using and availing yourself of your general technical, engineering and inventive skill, knowledge and experience, including that pertaining to or derived from the non-secret and non-confidential aspects of the activities of NXP.

3) From your Separation Date, and for as long thereafter as will be reasonably necessary, you agree to cooperate fully with NXP, taking into account any new employment obligations, in any investigation, negotiation, litigation or other action arising out of transactions in which you were involved or of which you had knowledge during your employment by NXP. If you incur any business expenses in the course of performing your obligations under this section, you will be reimbursed for the full amount of all reasonable expenses upon your submission of adequate receipts confirming that such expenses actually were incurred.

4) You agree that you will not, directly or indirectly, make or cause to be made any statement, observation or opinion disparaging the business, goodwill or reputation of NXP, which includes its officers and employees. Nothing contained in this General Release is intended to prevent you from testifying truthfully in any legal proceeding.

5) This General Release shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Texas applicable to contracts executed and performed in Texas without giving effect to conflicts of law principles. You agree that any litigation concerning this General Release shall be brought in the state or federal courts of Texas, unless otherwise provided for in a plan document.

You should know that by law you must be given at least twenty-one (21) days to consider this General Release. Furthermore, you may revoke this General Release within seven (7) days after signing. This General Release will not become effective or enforceable until the seven (7) day revocation period has expired.

Signature

Date



NXP BUSINESS CODE OF CONDUCT AND INTELLECTUAL PROPERTY AGREEMENT

In consideration of my employment by NXP Semiconductors N.V. or any of its affiliates (“the company”) during such time as may be mutually agreeable, and in consideration of the salary or wages paid to me and of access to the company’s confidential information given to me, I agree:

1. Not to use, publish or otherwise disclose (except as my job requires) either during or after my employment, any secret or confidential (proprietary) information or data of the company or its customers or any other third party received by the company in confidence (collectively “Trade Secret Information”).
2. Upon the termination of my employment, to deliver promptly to the company all written and other materials that relate to the business of the company.
3. To disclose promptly, and hereby assign and agree to assign, without further compensation, to the company as its exclusive property, all inventions, technical innovations, business innovations, works of authorship and any other intellectual property developed or conceived by me alone or with others, while I am employed, which: (a) pertains to any line of the businesses, work or investigations of the company or its affiliates, (b) pertains to any demonstrably anticipated business, research or development of the company or its affiliates, (c) is suggested by or result from work that I may do for the company or its affiliates, or (d) is aided by use of time, materials, facilities, patents, trade secrets, know-how, technology, confidential information, ideas, copyrights, trademarks, and service marks and any and all rights, applications and registrations relating to them of the company or its affiliates. This or any other provision of this agreement, if found to be invalid, illegal or unenforceable, will be revised only to the extent necessary to make it valid, legal and enforceable.
4. To make and maintain for the company adequate and current written records of such intellectual property.
5. To perform all reasonable acts (such as execution of all necessary papers) and otherwise provide proper assistance (at the company’s request) during and subsequent to my employment to enable the company to obtain patents, copyrights or other legal protection for such intellectual property in any and all countries.
6. Not to disclose or utilize in my work any proprietary information of others (including that of any prior employers) or any intellectual property of my own that is not included within the scope of paragraph 3 and for which I do not agree to grant the following license. For any intellectual property of my own or that I have the right to license and that I use, or cause to be used, in my work for the company or its affiliates (collectively “Utilized Intellectual Property”), I agree and hereby agree to grant to the company a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free, fully paid-up license under the Utilized

Intellectual Property to (a) make, have made, use, sell, offer for sale and import any product or service, (b) practice and perform any method and (c) reproduce, distribute, prepare and have prepared derivative works.

7. To abide by the ethical and legal principles as set forth in the NXP Business Code of Conduct and affiliated directives, policies and codes, as established and amended from time to time.
8. I have the right under 18 U.S.C. § 1833(b) to disclose Trade Secret Information: (1) in confidence to a Federal, State or local government official, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law, or (2) in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of Trade Secret Information that are expressly allowed by 18 U.S.C. § 1833(b).

RICHARD L. CLEMMER

EMPLOYEE SIGNATURE, MARCH 5, 2020

JENNIFER WUAMETT, MARCH 5, 2020
(Company Representative)

18 U.S.C. § 1833(b). IMMUNITY FROM LIABILITY FOR CONFIDENTIAL DISCLOSURE OF A TRADE SECRET TO THE GOVERNMENT OR IN A COURT FILING.— (1) IMMUNITY.—An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. (2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT. —An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.



NXP Semiconductors Announces Executive Transition

Kurt Sievers Nominated to be Appointed as President and CEO

EINDHOVEN, The Netherlands, March 5, 2020 - NXP Semiconductors N.V. (NASDAQ: NXPI) announced today that its Board of Directors has unanimously nominated Kurt Sievers, 50, to be appointed as President and Chief Executive Officer. Mr. Sievers will succeed Richard “Rick” Clemmer, who has successfully led NXP since 2009. The Board of Directors will propose the appointment of Mr. Sievers as executive director and Chief Executive Officer at the company’s Annual General Meeting of Shareholders scheduled for May 27, 2020. To ensure a smooth and seamless transition, Mr. Clemmer will remain a strategic advisor to NXP.

“After a distinguished career establishing NXP as the world leader in Automotive semiconductor solutions, Kurt is the ideal candidate to become NXP’s next Chief Executive Officer. The Board and I believe Kurt has all of the requisite skills to lead NXP, and to drive the strategy that Rick, Kurt and the management team have developed over the past years,” said Sir Peter Bonfield, NXP Chairman of the Board. “Kurt is unique in his ability to translate vision and strategy into world-class execution, bringing together teams to drive results. He has the demonstrated ability to focus, motivate and lead a globally diverse organization, and embodies NXP’s ethos of a “Customer Focused Passion to Win”. As we look forward to the next chapter in NXP’s history, it is important to recognize Rick’s immense contribution and unwavering leadership of NXP. The industry leading company that Kurt is about to take over is directly a result of Rick’s years of selfless dedication, business acumen, and thoughtful leadership. The Board and I want to thank Rick for his many years of hard work, and his unrelenting focus, which has resulted in NXP being an established market leader, ideally positioned to navigate an everchanging global semiconductor market.”

Since September 2018 Sievers has been the President of NXP, with direct oversight and management of all NXP’s business lines. 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, Sievers was influential in the merger of NXP and Freescale Semiconductors, which resulted in creating one of the leading semiconductor companies, and the clear leader in Automotive semiconductors.

“The opportunity that lies ahead for NXP is significant, and the ability to lead the organization into its next chapter is deeply humbling and incredibly exciting,” said Kurt Sievers, NXP President. “Over the past decade, I have had the great pleasure and honor to work alongside Rick. He has been both an inspiring leader and a mentor in my career evolution. At the beginning of NXP as an independent company, Rick and the Management Team set in motion NXP’s strategy to develop and profitably grow market leading and highly differentiated businesses. Since the merger with Freescale we’ve been able to expand our footprint towards truly innovative solutions in The Internet of Things and Automotive. We leverage our focus on safe and secure edge computing along with connectivity and efficient power management. We have made great strides in our execution and I will stay true to this successful and winning strategy. As an organization, we will continue to passionately focus on our customers success based on trusted partnerships. We will foster a culture of innovation, collaboration and personal accountability that will result in highly engaged teams delivering profitable growth.”

“I have had the opportunity to work with and support Kurt’s growth and evolution at NXP over the last 11 years and am convinced he is the best leader to continue to take NXP into the next chapter of success focused on Customer Focused Passion to Win,” said Rick Clemmer, NXP Chief Executive Officer. “Kurt has been a key member of our management team that has created our culture and framework for NXP’s continued value creation focused on true product leadership. He has also successfully executed our vision to build the true market leader in Automotive semiconductors. He has

demonstrated a deeply committed capability enabling him to successfully work with customers, partners and employees to win in our journey to develop market and thought leadership in critical areas like ADAS, next generation electric vehicles and secure connectivity across the IoT, Mobile and Auto ecosystems. I am extremely proud of what we have been able to accomplish at NXP over the past 11 years while I had the privilege of leading this great company and look forward to continuing to serve as a strategic advisor.”

About NXP Semiconductors

NXP Semiconductors N.V. (NASDAQ: NXPI) enables secure connections for a smarter world, advancing solutions that make lives easier, better, and safer. As the world leader in secure connectivity solutions for embedded applications, NXP is driving innovation in the automotive, industrial & IoT, mobile, and communication infrastructure markets. Built on more than 60 years of combined experience and expertise, the company has approximately 30,000 employees in more than 30 countries and posted revenue of \$8.88 billion in 2019. Find out more at www.nxp.com.

Forward-looking Statements

This document includes forward-looking statements which include statements regarding NXP's business strategy, financial condition, results of operations, and market data, as well as any other statements which are not historical facts. By their nature, forward-looking 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 include the following: market demand and semiconductor industry conditions; the ability to successfully introduce new technologies and products; the end-market demand for the goods into which NXP's products are incorporated; the ability to generate sufficient cash, raise sufficient capital or refinance corporate debt at or before maturity; the ability to meet the combination of corporate debt service, research and development and capital investment requirements; the ability to accurately estimate demand and match manufacturing production capacity accordingly or obtain supplies from third-party producers; the access to production capacity from third-party outsourcing partners; any events that might affect third-party business partners or NXP's relationship with them; the ability to secure adequate and timely supply of equipment and materials from suppliers; the ability to avoid operational problems and product defects and, if such issues were to arise, to correct them quickly; the ability to form strategic partnerships and joint ventures and to successfully cooperate with alliance partners; the ability to win competitive bid selection processes to develop products for use in customers' equipment and products; the ability to achieve targeted efficiencies and cost savings; the ability to successfully hire and retain key management and senior product architects; and, the ability to maintain good relationships with our suppliers. In addition, this document contains information concerning the semiconductor industry and NXP's business generally, which is forward-looking in nature and is based on a variety of assumptions regarding the ways in which the semiconductor industry, NXP's markets and product areas may develop. NXP has based these assumptions on information currently available, if any one or more of these assumptions turn out to be incorrect, actual results may differ from those predicted. While NXP does not know what impact any such differences may have on its business, if there are such differences, its future results of operations and its financial condition could be materially adversely affected. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak to results only as of the date the statements were made. Except for any ongoing obligation to disclose material information as required by the United States federal securities laws, NXP does not have any intention or obligation to publicly update or revise any forward-looking statements after we distribute this document, whether to reflect any future events or circumstances or otherwise. For a discussion of potential risks and uncertainties, please refer to the risk factors listed in our SEC filings. Copies of our SEC filings are available on our Investor Relations website, www.nxp.com/investor or from the SEC website, www.sec.gov.

For further information, please contact:

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NXP-Corp