

**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): November 21, 2024**

**NXP SEMICONDUCTORS N.V.**  
(Exact Name of Registrant as Specified in Charter)

**The Netherlands**  
(State or Other Jurisdiction of Incorporation)

**001-34841**  
(Commission  
File Number)

**98-1144352**  
(IRS Employer  
Identification No.)

**High Tech Campus 60,  
Eindhoven, the Netherlands**  
(Address of Principal Executive Offices)

**5656 AG**  
(Zip Code)

**Registrant's telephone number, including area code: +31 402729999**

**Not Applicable**  
(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)	Name 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 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 1.01. Entry into a Material Definitive Agreement.**

### ***Facility Agreement***

On November 22, 2024, NXP B.V., a wholly owned, direct subsidiary of NXP Semiconductors N.V. (the “Company”), entered into a facility agreement (the “Facility Agreement”) with European Investment Bank (“EIB”), which provides for a €640.0 million unsecured senior loan facility. The proceeds from borrowings under the Facility Agreement are expected to be used, together with proceeds from a second €360.0 million facility agreement expected to be concluded in January 2025, to fund the research, development and innovation of semiconductor devices, technologies and solutions in five European countries. NXP B.V.’s obligations under the Facility Agreement will be fully and unconditionally guaranteed by the Company, as well as NXP Funding LLC (“NXP Funding”) and NXP USA, Inc. (“NXP USA”), each of which is a wholly owned, indirect subsidiary of the Company, pursuant to a guaranty agreement (the “Guaranty”).

Borrowings under the Facility Agreement may be U.S. Dollar or Euro-denominated and bear a fixed or floating interest rate. Fixed rate loans will bear interest at a rate (subject to a floor of zero) to be agreed between NXP B.V. and EIB and shall include a margin determined based on the Company’s credit rating (the “Margin”). Floating rate loans will bear interest at a rate (subject to a floor of zero) equal to the sum of the applicable benchmark rate (EURIBOR or USD reference rate, as applicable) and an applicable fixed spread determined by EIB and agreed by NXP B.V. (which includes the Margin). Loans under the Facility Agreement will have a maximum tenor of six years.

The Facility Agreement contains affirmative and negative covenants and events of default that are generally consistent with those set forth in the Company’s Amended and Restated Revolving Credit Agreement, dated as of August 26, 2022.

The description of the Facility Agreement and the Guaranty contained in this Item 1.01 is qualified in its entirety by reference to the complete text of each of the Facility Agreement and the Guaranty, copies of which are filed herewith as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K.

### ***Commercial Paper Program***

On November 21, 2024, NXP B.V., NXP Funding, NXP USA (collectively, the “Issuers”) and the Company entered into definitive documentation to establish an unsecured commercial paper program (the “CP Program”) under which the Issuers may, on a joint and several basis, issue short-term, unsecured commercial paper notes (the “Notes”) pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”). The Company has agreed to fully and unconditionally guarantee the Notes pursuant to a guaranty. Amounts available under the CP Program may be borrowed, repaid, and re-borrowed from time to time, with the aggregate principal amount of Notes outstanding under the CP Program at any time not to exceed \$2.0 billion. The net proceeds of issuances of the Notes are expected to be used for general corporate purposes.

The Notes will be sold under customary market terms in the U.S. commercial paper market at a discount from par or at par and bear interest at rates determined at the time of issuance. The maturities of the Notes may vary, but shall not exceed 397 days from the date of issuance. As of the date of this Current Report on Form 8-K, the Issuers have not issued any Notes.

Initially, four commercial paper dealers will each act as a dealer under the CP Program (each a “Dealer” and, collectively, the “Dealers”) pursuant to the terms and conditions of the commercial paper dealer agreements entered into between the Issuers, the Company and each Dealer (each, a “Dealer Agreement”). A national bank will act as issuing and paying agent under the CP Program.

Each Dealer Agreement provides the terms under which the applicable Dealer may either purchase the Notes from the Issuers or arrange for the sale by the Issuers of the Notes to one or more purchasers, in each case pursuant to a private placement exemption from federal and state securities laws. Each Dealer Agreement contains customary representations, warranties, covenants and indemnification provisions. The form of Dealer Agreement is filed herewith as Exhibit 10.3 and is incorporated herein by reference, and the summary of the CP Program herein is qualified in its entirety by the terms of the CP Program as set forth in the form of Dealer Agreement.

The Notes have not been and will not be registered under the Securities Act or state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. The information contained in this Current Report on Form 8-K is neither an offer to sell nor a solicitation of an offer to buy any securities.

From time to time, one or more of the Dealers and certain of their respective affiliates have provided, and may in the future provide, commercial banking, investment banking and other financial advisory services to the Company or any of the Issuers and their respective affiliates for which they have received or will receive customary fees and expense reimbursements.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information related to the Facility Agreement, the Guaranty and the CP Program set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

**Forward-Looking Statements**

This Current Report on Form 8-K includes forward-looking statements which include statements regarding the Company's expectation to enter into a second facility agreement and the intended use of proceeds for borrowings under the Facility Agreement and CP Program, 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. 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, the Company does not have any intention or obligation to publicly update or revise any forward-looking statements after filing this Current Report on Form 8-K, whether to reflect any future events or circumstances or otherwise. For a discussion of potential risks and uncertainties, please refer to the risk factors and other cautionary statements included in the Company's Securities and Exchange Commission ("SEC") filings. Copies of the Company's SEC filings are available on its Investor Relations website, [www.nxp.com/investor](http://www.nxp.com/investor) or from the SEC website, [www.sec.gov](http://www.sec.gov).

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1**	<a href="#">€640.0 Million Facility A Agreement, dated as of November 22, 2024, between NXP B.V. and European Investment Bank.</a>
10.2	<a href="#">Guaranty, dated as of November 22, 2024, among NXP Semiconductors N.V., NXP Funding LLC and NXP USA, Inc., as guarantors, and European Investment Bank.</a>
10.3	<a href="#">Form of Commercial Paper Dealer Agreement among NXP B.V., NXP Funding LLC and NXP USA, Inc., as issuers, NXP Semiconductors N.V., as parent guarantor, and the applicable Dealer party thereto.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish a copy of such schedules and exhibits, or any sections thereof, to the SEC upon request.

+ Certain identified information has been omitted from this exhibit because it is both not material and is the type that the registrant treats as private or confidential, in compliance with Item 601(b)(10) of Regulation S-K.

**SIGNATURE**

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.

Date: November 22, 2024

By: /s/ Timothy Shelhamer  
Name: Timothy Shelhamer  
Title: SVP and Chief Corporate Counsel

**CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. [\*\*\*] INDICATES THAT INFORMATION HAS BEEN REDACTED OR OMITTED.**

FI N°: 97662  
Serapis N°:2024-0024

*NXP EUROPEAN SEMICONDUCTOR RDI*

EUR 640,000,000 Facility A Agreement

between

European Investment Bank

and

NXP B.V.

22 November 2024

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THIS AGREEMENT is made on 22 November 2024

**BETWEEN:**

**THE EUROPEAN INVESTMENT BANK**, having its seat at 100 Boulevard Konrad Adenauer, Luxembourg, L-2950, Luxembourg (the **“Bank”**); and

**NXP B.V.**, a private limited liability company registered with the Dutch trade register under number 17070622 incorporated in the Netherlands, with official seat (*statutaire zetel*) in Eindhoven, the Netherlands, having its registered office at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands (the **“Borrower”**).

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**“4th and 5th AML Directives”** means Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018.

**“Accepted Loan”** means a Loan in respect of which a Utilisation Offer has been duly accepted by the Borrower by delivery of a Utilisation Acceptance.

**“Additional Guarantors”** means each Wholly-Owned Subsidiary (other than the Original Guarantors) and each Restricted Subsidiary, in each case, which Guarantees the obligations of the Borrower under this Agreement pursuant to the Guarantee Agreement and in accordance with Clause 14.4 of this Agreement.

**“Administrative Fee”** means any fee as determined in accordance with Clause 5.3 (*Administrative Fee*).

**“Affiliate”** means in respect of any entity, another entity that directly or indirectly is in control of, is controlled by, or is under common control with that entity.

**“Agreed Guarantee Principles”** means the Agreed Guarantee Principles embody a recognition by all parties that there may be certain legal, commercial and practical difficulties in obtaining effective Guarantees from the Borrower and each of its Restricted Subsidiaries located in every jurisdiction in which the Borrower and its Restricted Subsidiaries are located. In particular:

- (a) general statutory limitations, financial assistance, corporate benefit, fraudulent preference, “thin capitalization” rules, retention of title claims and similar matters may limit the ability of the Borrower or any of its Restricted Subsidiaries to provide a Guarantee or may require that it be limited as to amount or otherwise, and if so the same shall be limited accordingly provided that the Borrower or the relevant Restricted Subsidiary, as applicable, shall use reasonable endeavours to overcome such obstacle;
- (b) neither the Borrower nor any Restricted Subsidiary will be required to give a Guarantee if (or to the extent) it is not within the legal capacity of the Borrower or such Restricted Subsidiary, as applicable, or if the same would conflict with the fiduciary duties of their directors or contravene any legal prohibition or regulatory condition or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer or director of such Restricted Subsidiary; provided that, the Borrower or such Restricted Subsidiary, as applicable, shall use reasonable endeavours to overcome any such obstacle; and
- (c) the giving of a Guarantee will not be required if it would have a material adverse effect (as reasonably determined in good faith by management of the relevant obligor) on the ability of the Borrower or the relevant Restricted Subsidiary, as applicable, to conduct its operations and business in the ordinary course as otherwise not prohibited by this Agreement.

**“AML Criminal Law Directive”** means Directive (EU) 2018/1673 of the European Parliament and of the Council of 23 October 2018 on combating money laundering by criminal law.

**“AML Directives”** means the 4th and 5th AML Directives and the AML Criminal Law Directive.

**“Authorisation”** means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**“Authorised Signatory”** means a specified person who has been duly authorised to sign and despatch all documents and notices on behalf of the Borrower (including any Utilisation Acceptance, Utilisation Certificate and/or Compliance Certificate) under or in connection with the Finance Documents to which it is a party and who is specified in the most recent List of Authorised Signatories.

**“Availability Period”** means the period from and including the date of this Agreement to and including the date falling 18 months after the date of this Agreement and if such day is not a Business Day, then the preceding Business Day.

**“Available Facility”** means the Facility A minus the aggregate amount of all Accepted Loans (other than Accepted Loans where the Utilisation thereof has been terminated in accordance with the terms of this Agreement).

**“Benchmark Rate”** means:

- (a) EURIBOR for a Loan denominated in EUR; and
- (b) USD REFERENCE RATE for a Loan denominated in USD.

**“Board of Directors”** means (a) with respect to the Borrower or any Guarantor organized or established under the laws of the Netherlands, its managing board; (b) with respect to any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (c) with respect to any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (d) with respect to any other person, the board or any duly authorized committee of such person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors (excluding employee representatives, if any) on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

**“Break Costs”** means, in respect of the principal amount to be prepaid or its Utilisation terminated, an amount equal to the net present value (at the Relevant Date) of the excess, if any, of:

- (a) the interest (net of the Margin) that would have accrued on that principal amount from the Relevant Date until the Interest Revision/Conversion Date, if any, or the Maturity Date, if such principal amount were not prepaid or its Utilisation terminated; over
- (b) the interest that would have accrued on that same amount and over the same period at the Redeployment Rate, less 0.19 per cent.

The said present value shall be calculated by using a discount rate equal to the Redeployment Rate, applied as of each relevant Interest Payment Date.

**“Break Costs Prepayment Event”** means a Mandatory Prepayment Event other than a Non-EIB Financing Prepayment Event or an Illegality Event.

**“Business Day”** means a day (other than a Saturday or Sunday):

- (a) in relation to any date of payment or purchase of EUR, on which T2 is open for the settlement of payments in EUR;
- (b) in relation to any date of payment or purchase of USD, on which commercial banks are open for general business in New York; and
- (c) for all other purposes, on which the Bank and commercial banks are open for general business in Luxembourg and New York.

**“Capitalized Lease Obligations”** means, subject to the last sentence of this definition and Clause 1.4 (*Accounting terms*), an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Financial Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty. The term “Capitalized Lease Obligations” shall not include any obligations with respect to any lease, concession or license of property that would have been considered an operating lease under GAAP prior to the adoption of Accounting Standards Codification 824 or any successor or similar pronouncement or provision with respect to lease accounting (“ASC 842”), whether or not such obligations were in effect on such date.

**“Capital Stock”** of any person means any and all shares of, rights to purchase, warrants or options for, or other equivalents of or partnership or other interests in (however designated), equity of such person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

**“Cash Equivalents”** means:

- (a) securities issued or directly and fully guaranteed or insured by the United States or Canadian governments, a member state of the European Union, the United Kingdom, Switzerland or Norway or, in each case, any agency or instrumentality thereof (provided that the full faith and credit of such country or such member state is pledged in support thereof), having maturities of not more than two (2) years from the date of acquisition;



- (b) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one (1) year from the date of acquisition thereof issued by any lender (or holding company thereof) or by any bank or trust company (i) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (ii) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of EUR 500,000,000 (in each case, determined at the time of the acquisition thereof);
- (c) repurchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in clauses (a) and (b) entered into with any bank meeting the qualifications specified in clause (b) above (determined at the time of the acquisition thereof);
- (d) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by S&P or "P-2" or the equivalent thereof by Moody's or carrying an equivalent rating by a Nationally Recognized Statistical Rating Organization, if both of the two named rating agencies cease publishing ratings of investments or, if no rating is available in respect of the commercial paper, the issuer of which, at the time of the acquisition of such commercial paper, has an equivalent rating in respect of its long-term debt, and in any case maturing within one (1) year after the date of acquisition thereof;
- (e) readily marketable direct obligations issued by any state of the United States of America, any province of Canada, any member of the European Union, the United Kingdom, Switzerland or Norway or any political subdivision thereof, in each case, having one of the two highest rating categories obtainable from either Moody's or S&P (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) at the time of acquisition with maturities of not more than two (2) years from the date of acquisition;
- (f) Financial Indebtedness or Preferred Stock issued by persons with a rating of "BBB-" or higher from S&P or "Baa3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) at the time of acquisition with maturities of twelve (12) months or less from the date of acquisition;
- (g) bills of exchange issued in the United States, Canada, a member state of the European Union, the United Kingdom, Switzerland, Norway or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent); and
- (h) interests in any investment company, money market or enhanced high yield fund which, at the time of the acquisition of such interests, invests 95% or more of its assets in instruments of the type specified in clauses (a) through (g) above.

"CFC" means a Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in the Beneficial Ownership" means a change in the ultimate ownership or control of an entity according to the definition of "beneficial owner" set out in article 3(6) of Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commodity Hedging Agreements" means in respect of a person any commodity purchase contract, commodity futures or forward contract, commodities option contract or other similar contract (including commodities derivative agreements or arrangements), to which such person is a party or a beneficiary.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*).

"Consolidated EBITDA" for any period means, without duplication, the Consolidated Net Income for such period, plus the following to the extent deducted in calculating such Consolidated Net Income:

- (a) Fixed Charges and items (A) through (F) in clause (a) of the definition of "Consolidated Interest Expense";
- (b) Consolidated Income Taxes;
- (c) consolidated depreciation expense;
- (d) consolidated amortization or impairment expense;

- (e) any expenses, charges or other costs related to any Equity Offering, Investment, acquisition (including one-time amounts paid in connection with the acquisition or retention of one or more individuals comprising part of a management team retained to manage the acquired business; provided that such payments are made in connection with such acquisition and are consistent with the customary practice in the industry at the time of such acquisition), disposition, recapitalization or the Incurrence of any Financial Indebtedness not prohibited by this Agreement (in each case whether or not successful) (including any such fees, expenses or charges related to the transactions contemplated by the Finance Documents), in each case, as determined in good faith by an Officer of the Borrower;
- (f) any minority interest expense (whether paid or not) consisting of income attributable to minority equity interests of third parties in such period; and
- (g) other non-cash charges, write-downs or items reducing Consolidated Net Income (excluding any such non-cash charge, write-down or item to the extent it represents an accrual of or reserve for cash charges in any future period) or other items classified by the Borrower as special items less other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period), or a reduced accrual or reserve for cash charges in any future period).

Notwithstanding the foregoing, the provision for taxes and the depreciation, amortization, non-cash items, charges and write-downs of a Restricted Subsidiary shall be added to Consolidated Net Income to compute Consolidated EBITDA only to the extent (and in the same proportion, including by reason of minority interests) that the net income (loss) of such Restricted Subsidiary was included in calculating Consolidated Net Income for the purposes of this definition.

**“Consolidated Income Taxes”** means taxes or other payments, including deferred Taxes, based on income, profits or capital (including without limitation withholding taxes) and franchise taxes of any of the Borrower and its Restricted Subsidiaries whether or not paid, estimated, accrued or required to be remitted to any Governmental Authority.

**“Consolidated Interest Coverage Ratio”** has the meaning given to it in Clause 14.11(b) of this Agreement.

**“Consolidated Interest Expense”** means, with respect to any person for any period, without duplication, the sum of:

- (a) consolidated interest expense of such person and its Restricted Subsidiaries for such period (including (i) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (ii) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (iii) the interest component of Capitalized Lease Obligations, and (iv) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Financial Indebtedness, and excluding (A) accretion or accrual of discounted liabilities other than Financial Indebtedness, (B) any expense resulting from the discounting of any Financial Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (C) any additional interest pursuant to a registration rights agreement with respect to any securities, (D) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (E) any expensing of arrangement, commitment or up front and other financing fees, original issue discount and redemption or prepayment premiums and (F) interest with respect to Financial Indebtedness of any direct or indirect parent of such person appearing upon the balance sheet of such person solely by reason of push-down accounting under GAAP; plus
- (b) consolidated capitalized interest of such person and its Restricted Subsidiaries for such period, whether paid or accrued; less
- (c) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

**“Consolidated Net Income”** means, for any period, the net income (loss) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis on the basis of GAAP; provided however, that there will not be included in such Consolidated Net Income:

- (a) subject to the limitations contained in clause (b) below, any net income (loss) of any person if such person is not a Restricted Subsidiary, except that the Borrower’s equity in the net income of any such person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed by such person during such period to the Borrower or a Restricted Subsidiary as a dividend or other distribution or return on investment or could have been distributed, as reasonably determined by an Officer of the Borrower;
- (b) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Borrower or any Restricted Subsidiaries (including pursuant to any sale/leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by an Officer or the Board of Directors of the Borrower);

- (c) any extraordinary, exceptional, unusual or nonrecurring gain, loss or charge (as determined in good faith by the Borrower) or any charges or reserves in respect of any restructuring, redundancy or severance or any expenses, charges, reserves or other costs related to the transactions contemplated by the Finance Documents;
- (d) the cumulative effect of a change in accounting principles;
- (e) any non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other provisions;
- (f) all deferred financing costs written off and premiums paid or other expenses incurred directly in connection with any early extinguishment of Financial Indebtedness and any net gain (loss) from any write-off or forgiveness of Financial Indebtedness;
- (g) any unrealized gains or losses in respect of Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations;
- (h) any unrealized foreign currency transaction gains or losses in respect of Financial Indebtedness of any person denominated in a currency other than the functional currency of such person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;
- (i) any unrealized foreign currency translation or transaction gains or losses in respect of Financial Indebtedness or other obligations of the Borrower or any Restricted Subsidiary owing to the Borrower or any Restricted Subsidiary;
- (j) any purchase accounting effects including, but not limited to, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of the transactions contemplated by the Finance Documents or the disentanglement, any consummated acquisition, or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);
- (k) any goodwill or other intangible asset impairment charge, amortization or write-off;
- (l) (i) only to the extent not otherwise added back to Consolidated Net Income, depreciation and amortization expense to the extent in excess of capital expenditures on property, plant and equipment and (ii) Consolidated Income Taxes to the extent in excess of cash payments made in respect of such Consolidated Income Taxes; and
- (m) the impact of capitalized, accrued or accreting or pay-in-kind interest or principal on Subordinated Shareholder Funding.

**“Consolidated Net Tangible Assets”** means, at any date, the total assets appearing on Holding’s most recent consolidated balance sheet, prepared in accordance with GAAP, less all current liabilities as shown on such balance sheet, and intangible assets.

**“Contingent Obligations”** means, with respect to any person, any obligation of such person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Financial Indebtedness (“primary obligations”) of any other person (the “primary obligor”), including any obligation of such person, whether or not contingent:

- (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor;
- (b) to advance or supply funds:
  - i. for the purchase or payment of any such primary obligation; or
  - ii. to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or
- (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

**“Credit Party”** means the Borrower and each Guarantor.

**“Credit Rating”** means any of the following public ratings as assigned by a Rating Agency to the Borrower, the Holdings or the Parent (as applicable), applicable to the senior unsecured, non-credit-enhanced, long-term indebtedness for borrowed money (or equivalent) defined as such by:

- (a) S&P or any of its successors or assigns;

- (b) Moody's or any of its successors or assigns;
- (c) by Fitch or any of its successors or assigns,

provided that in each of the cases (a) to (c) above the terms defined shall be deemed to refer to any equivalent term irrespective of the definition given to it and excludes any rating qualified by the terms "*National Scale*", "*NSR*", "*Local*", "*Local Currency*", "*Domestic*" or "*Domestic Currency*".

**"Currency Agreement"** means in respect of a person any foreign exchange contract, currency swap agreement, currency futures contract, currency option contract, currency derivative or other similar agreement to which such person is a party or beneficiary.

**"Default"** means an Event of Default, or any event or circumstance specified in Clause 15 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

**"Deferment Fee"** means a fee calculated on the amount of an Accepted Loan subject to a Deferred Utilisation at the rate of the higher of:

- (a) 0.125 per cent per annum; and
- (b) the percentage by which:
  - (i) the interest rate net of the Margin that would have been applicable to such Loan had it been utilised by the Borrower on the Scheduled Utilisation Date, exceeds
  - (ii) the Benchmark Rate (one month rate) less 0.125 per cent, unless such rate is less than zero in which case it shall be set at zero,

and such fee shall accrue from the Scheduled Utilisation Date to the Deferred Utilisation Date or, as the case may be, until the Utilisation of the Accepted Loan is terminated in accordance with this Agreement.

**"Deferred Utilisation"** means a Utilisation of an Accepted Loan which has been deferred pursuant to Paragraph 1.1 (*Deferment of Utilisation: Borrower's request*) or Paragraph 1.2 (*Deferment of Utilisation: failure to satisfy conditions to Utilisation*) in Part II of Schedule 2 (*Utilisation procedure*).

**"Deferred Utilisation Date"** means the date to which Utilisation is deferred under Paragraph 1.1 (*Deferment of Utilisation: Borrower's request*) or Paragraph 1.2 (*Deferment of Utilisation: failure to satisfy conditions to Utilisation*) in Part II of Schedule 2 (*Utilisation procedure*).

**"Disqualified Stock"** means, with respect to any person, any Capital Stock of such person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

- (a) matures or is mandatorily redeemable for cash or in exchange for Financial Indebtedness pursuant to a sinking fund obligation or otherwise;
- (b) is convertible or exchangeable for Financial Indebtedness or Disqualified Stock (excluding Capital Stock which is convertible or exchangeable solely at the option of the Borrower or a Restricted Subsidiary); or
- (c) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Financial Indebtedness at the option of the holder of the Capital Stock in whole or in part, entered into in each case on or prior to the latest Maturity Date; provided, however, that (x) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock and (y) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Borrower to repurchase such Capital Stock upon the occurrence of a change in control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock.

**"Disruption Event"** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by and is beyond the control of any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party from:
  - (i) performing its payment obligations under the Finance Documents; or

(ii) communicating with the other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“**Environment**” means the following:

- (a) fauna and flora, living organisms including the ecological systems;
- (b) land, soil, water (including marine and coastal waters), air, climate and the landscape (natural or man-made structures, whether above or below ground);
- (c) cultural heritage (natural, tangible and intangible);
- (d) the built environment; and
- (e) human health and wellbeing.

“**Environmental and Social Approval**” means any Authorisation required by Environmental and Social Law.

“**Environmental and Social Law**” means:

- (a) EU Law, including principles and standards;
- (b) Dutch laws or any other national laws;
- (c) applicable United States Federal, state, foreign or local statute, law, rule, regulation, ordinance, code and rule of common law now or hereafter in effect and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, relating to the protection of environment, including, without limitation, ambient air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or human health or safety (to the extent relating to human exposure to hazardous materials), or hazardous materials; and
- (d) applicable international treaties,

in each case a principal objective of which is the preservation, protection or improvement of the Environment and/or the protection or improvement of Social Matters.

“**Environmental or Social Claim**” means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental and Social Law.

“**Equity Offering**” means (a) a sale of Capital Stock of the Borrower (other than Disqualified Stock) other than offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions, or (b) the sale of Capital Stock or other securities, the proceeds of which are contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preference Shares) of the Borrower or any of its Restricted Subsidiaries.

“**Escrowed Proceeds**” means the proceeds from the offering of any debt securities or other Financial Indebtedness paid into an escrow account with an independent escrow agent on the date of the applicable offering or Incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow account upon satisfaction of certain conditions or the occurrence of certain events. The term “Escrowed Proceeds” shall include any interest earned on the amounts held in escrow.

“**EU Law**” means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, principles, decisions and the case law of the Court of Justice of the European Union.

“**EU Procurement Directives**” means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors, and Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts, and Directive 2009/81/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of procedures for the award of certain works contracts, supply contracts and service contracts by contracting authorities or entities in the fields of defence and security.

“**EURIBOR**” has the meaning given to it in Schedule 5 (*Benchmark Rate*).

**“Event of Default”** means any of the circumstances, events or occurrences specified in Clause 15 (*Events of Default*), other than Clause 15.12 (*Acceleration*).

**“Exchange Act”** means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

**“Exclusion Policy”** means the European Investment Bank’s Exclusion Policy as published on the Bank’s website.

**“Facility”** means the Facility A and the Facility B.

**“Facility A”** means the loan facility in an amount equivalent to EUR 640,000,000 made available to the Borrower pursuant to this Agreement.

**“Facility B”** means the loan facility in an amount equivalent to EUR 360,000,000 made available to the Borrower pursuant to the Facility B Agreement.

**“Facility B Agreement”** means the agreement to be made between the Bank and the Borrower in respect of EUR 360,000,000.

**“Facility Number”** means the Bank-generated number identifying this Agreement and indicated on the cover page of this Agreement after the letters “FIN”.

**“Finance Document”** means this Agreement, the Facility B Agreement, the Guarantee Agreement, any Utilisation Offer, any Utilisation Acceptance and any other document designated as such by the Bank and the Borrower.

**“Financial Indebtedness”** means, with respect to any person on any date of determination (without duplication):

- (a) the principal of indebtedness of such person for borrowed money;
- (b) the principal of obligations of such person evidenced by bonds, debentures, notes or other similar instruments;
- (c) all reimbursement obligations of such person in respect of letters of credit, bankers’ acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have not been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within thirty (30) days of Incurrence), in each case only to the extent that the underlying obligation in respect of which the instrument was issued would be treated as Financial Indebtedness;
- (d) the principal component of all obligations of such person to pay the deferred and unpaid purchase price of property (except trade payables), where the deferred payment is arranged primarily as a means of raising finance, which purchase price is due more than one (1) year after the date of placing such property in service or taking final delivery and title thereto;
- (e) Capitalized Lease Obligations of such person;
- (f) the principal component of all obligations, or liquidation preference, of such person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);
- (g) the principal component of all Financial Indebtedness of other persons secured by Security on any asset of such person, whether or not such Financial Indebtedness is assumed by such person; provided, however, that the amount of such Financial Indebtedness will be the lesser of (i) the fair market value of such asset at such date of determination (as determined in good faith by the Borrower) and (ii) the amount of such Financial Indebtedness of such other persons;
- (h) Guarantees by such person of the principal component of Financial Indebtedness of other persons to the extent Guaranteed by such person; and
- (i) to the extent not otherwise included in this definition, net obligations of such person under Currency Agreements and Interest Rate Agreements (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such person at such time).

The term “Financial Indebtedness” shall not include Subordinated Shareholder Funding or any lease, any concession or license of property (or Guarantee thereof) that is not a Capitalized Lease Obligation, any asset retirement obligations, any prepayments of deposits received from clients or customers in the ordinary course of business, or obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the date of this Agreement or in the ordinary course of business.

The amount of Financial Indebtedness of any person at any time in the case of a revolving credit or similar facility shall be the total amounts of funds borrowed and then outstanding and, in the case of letters of credit, bankers' acceptances and similar instruments, reimbursement obligations outstanding (to the extent such obligations constitute Financial Indebtedness under clause (c) above). The amount of Financial Indebtedness of any person at any date shall be determined as set forth above or otherwise provided in this Agreement, and (other than with respect to letters of credit or Guarantees or Financial Indebtedness specified in clause (g) or (h) above) shall equal the amount thereof that would appear on a balance sheet of such person (excluding any notes thereto) prepared on the basis of GAAP.

Notwithstanding the above provisions, in no event shall the following constitute Financial Indebtedness:

- (a) Contingent Obligations Incurred in the ordinary course of business;
- (b) in connection with the purchase by the Borrower or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within thirty (30) days thereafter; or
- (c) any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes.

**"Financial Year"** means the annual accounting period of the Borrower.

**"Fitch"** means Fitch Ratings or any of its successors or assigns.

**"Fixed Charges"** means, with respect to any person for any period, the sum of:

- (a) Consolidated Interest Expense of such person for such period;
- (b) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock during such period; and
- (c) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during this period.

**"Fixed Rate"** means the annual interest rate which shall: (i) not be less than zero, and (ii) be offered by the Bank and accepted by the Borrower in accordance with this Agreement, and (iii) include the Margin.

**"Fixed Rate Loan"** means a Loan in respect of which a Fixed Rate is applied.

**"Floating Rate"** means a fixed-spread floating annual interest rate, which is the aggregate of the applicable:

- (a) Benchmark Rate; and
- (b) the Spread,

provided that if that rate is less than zero, the Floating Rate shall be deemed to be zero.

**"Floating Rate Loan"** means a Loan in respect of which a Floating Rate is applied.

**"Floating Rate Reference Period"** means, in respect of a Floating Rate Loan, each period commencing on an Interest Payment Date (excluding that day) and ending on the next Interest Payment Date (including that date), provided that the initial Floating Rate Reference Period shall commence on the date of Utilisation of that Floating Rate Loan.

**"FSHCO"** means any Subsidiary that owns no material assets (directly or through one or more entities treated as flow-through entities for U.S. federal income tax purposes) other than equity interests (or equity interests and Financial Indebtedness) of one or more CFCs.

**"GAAP"** means generally accepted accounting principles in the countries of incorporation of the Borrower and any Guarantor (including IFRS and US GAAP) at the date of this Agreement.

**"GDPR"** means General Data Protection Regulation (EU) 2016/679.

**"Governmental Authority"** means any nation, sovereign, government or supra-national body, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government, including a central bank or stock exchange.

**"Group"** means the Holdings, the Borrower and their respective Restricted Subsidiaries for the time being.

**“Guarantee”** means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Financial Indebtedness of any other person, including any such obligation, direct or indirect, contingent or otherwise, of such person:

- (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Financial Indebtedness of such other person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise); or
- (b) entered into primarily for purposes of assuring in any other manner the obligee of such Financial Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term “Guarantee” will not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

**“Guarantee Agreement”** means the guarantee and indemnity dated on or about the date of this Agreement in form and substance satisfactory to the Bank guaranteeing the financial obligations of the Borrower under this Agreement and under any other Finance Document issued by the Guarantors in favour of the Bank.

**“Guarantors”** means the Original Guarantors and each Additional Guarantor.

**“Hedge Agreement”** means an Interest Rate Agreement, Currency Agreement or Commodity Hedging Agreement.

**“Hedging Obligations”** of any person means the obligations of such person pursuant to any Hedge Agreement.

**“Holdings”** means NXP Semiconductors N.V., a public company registered with the Dutch trade register under number 34253298, incorporated in the Netherlands, with official seat (*statutaire zetel*) in Eindhoven, the Netherlands, having its registered office at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands.

**“IFRS”** means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**“Illegal Activity”** means any of the following illegal activities or activities carried out for illegal purposes according to applicable laws in any of the following areas: (i) fraud, corruption, coercion, collusion or obstruction, (ii) money laundering, financing of terrorism or tax crimes each as defined in the AML Directives, and (iii) other illegal activity against the financial interests of the European Union as defined in the PIF Directive.

**“Immaterial Subsidiary”** means any Restricted Subsidiary that has Total Assets and Consolidated EBITDA (in each case, calculated on a basis consistent with the calculation of Total Assets and Consolidated EBITDA, but with respect to such Restricted Subsidiary rather than the Borrower) of less than 5.0% of the Borrower’s Total Assets and Consolidated EBITDA measured, in the case of Total Assets, at the end of the most recent fiscal period for which internal financial statements are available and, in the case of Consolidated EBITDA, for the four (4) quarters ended most recently for which internal financial statements are available, in each case measured on a pro forma basis giving effect to any acquisitions or dispositions of companies, division or lines of business since such balance sheet date or the start of such four (4) quarter period, as applicable, and on or prior to the date of acquisition of such subsidiary.

**“Incur”** means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; provided, however, that any Financial Indebtedness or Capital Stock of a person existing at the time such person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms “Incurred” and “Incurrence” have meanings correlative to the foregoing and any Financial Indebtedness pursuant to any revolving credit or similar facility shall only be “Incurred” at the time any funds are borrowed thereunder.

**“Interest Payment Date”** means the semi-annual or quarterly dates specified in the Utilisation Offer until and including the Interest Revision/Conversion Date, if any, or the Maturity Date.

**“Interest Rate Agreement”** means with respect to any person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such person is party or a beneficiary.

**“Interest Revision/Conversion”** has the meaning given to such term in Schedule 8 (*Interest Rate Revision and Conversion*).

**“Interest Revision/Conversion Date”** has the meaning given to such term in Schedule 8 (*Interest Rate Revision and Conversion*).

**“Interest Revision/Conversion Proposal”** has the meaning given to such term in Schedule 8 (*Interest Rate Revision and Conversion*).



“**Interest Revision/Conversion Request**” has the meaning given to such term in Schedule 8 (*Interest Rate Revision and Conversion*).

“**Latest Maturity Date**” means at any date of determination, the latest Maturity Date applicable to any Loan hereunder at such time.

“**List of Accounts**” means a list, in form and substance satisfactory to the Bank, setting out:

- (a) the Utilisation Accounts, together with evidence that such account(s) has been opened in the name of the beneficiary; and
- (b) the Payment Accounts, together with evidence that such account(s) has been opened in the name of the beneficiary.

“**List of Authorised Signatories**” means a list, in form and substance satisfactory to the Bank, setting out:

- (a) each Authorised Signatory, together with evidence that each Authorised Signatory is authorised to sign and despatch all documents and notices (including any Utilisation Acceptance, Utilisation Certificate and/or Compliance Certificate) under or in connection with the Finance Documents to which the Borrower is a party;
- (b) whether such signatory has an individual representation right or a joint representation right; and
- (c) a specimen signature of each Authorised Signatory.

“**Loan**” means a loan made or to be made under the Facility A or the principal amount outstanding for the time being of that loan.

“**Mandatory Prepayment Drawstop Event**” means an event, occurrence or circumstance which constitutes or reasonably could (with the passage of time, the giving of notice or the making of any determination under this Agreement) constitute a Mandatory Prepayment Event.

“**Mandatory Prepayment Event**” means any of the events, occurrences or circumstances described in Clause 6 (*Mandatory Prepayment and Cancellation*) which entitle the Bank to cancel any part of the Available Facility or to demand a prepayment of a Loan.

“**Margin**” means the percentages per annum set forth in the table below under the heading applicable thereto:

	<u>Column 1</u> Credit Rating (S&P/Moody's/Fitch)	<u>Column 2</u> Margin in basis points per annum
Category 1	A-/A3/A- or better	18
Category 2	BBB+/Baa1/BBB+	22
Category 3	BBB/Baa2/BBB	26
Category 4	BBB-/Baa3/BBB-	40
Category 5	BB+/Ba1/BB+ or lower	61

The Margin specified in Column 2 above will be determined by reference to the Credit Rating specified in Column 1 above. In the event:

- (a) any of S&P, Moody's or Fitch shall not have a Credit Rating in effect, then:
  - (i) if only one Rating Agency shall not have a Credit Rating in effect, the Margin shall be determined by reference to the remaining two Credit Ratings;
  - (ii) if two Rating Agencies shall not have Credit Ratings in effect, one of such Rating Agencies shall be deemed to have a Credit Rating in Category 5 and the Margin shall be determined by reference to such deemed Credit Rating and the remaining effective Credit Rating; and
  - (iii) if no Rating Agency shall have a Credit Rating in effect, the Margin shall be Category 5;
- (b) only two Credit Ratings are in effect or deemed to be in effect, and there are split Credit Ratings, the Margin will be based upon the higher Credit Rating unless the Credit Ratings differ by two or more Categories, in which case the Margin will be based upon the Category one Category below the Category corresponding to the higher Credit Rating; and

- (c) all three Credit Ratings are in effect, and;
  - (i) all three Credit Ratings fall in different Categories, the Margin shall be based upon the Category indicated by the Credit Rating that is neither the highest nor the lowest of the three Credit Ratings; or
  - (ii) two of the three Credit Ratings fall in one Category (the “**Majority Category**”) and the third Credit Rating falls in a different Category, the Margin shall be based upon the Category indicated by the Majority Category.

“**Market Disruption Event**” means any of the following circumstances:

- (a) in relation to any Loan, in the opinion of the Bank:
  - (i) there are events or circumstances adversely affecting the Bank’s access to its sources of funding; or
  - (ii) funds are not available from the Bank’s ordinary sources of funding in order to adequately fund a Loan; or
- (b) in relation to a Floating Rate Loan:
  - (i) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Loan would be in excess of the applicable Benchmark Rate; or
  - (ii) the Bank determines that adequate and fair means do not exist for ascertaining the applicable Benchmark Rate for the relevant currency of such Loan.

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the consolidated business, assets, or financial condition of the Borrower and its Subsidiaries taken as a whole, such that the Borrower and its Subsidiaries, taken as a whole, would be reasonably likely to be unable to perform their payment obligations under this Agreement; or
- (b) the legality, validity, binding effect or enforceability against the Bank of any Finance Document to which it is a party.

“**Maturity Date**” means the sole Repayment Date of a Loan specified pursuant to Clause 4.2 (*Single payment*).

“**Moody’s**” means Moody’s Investors Service, Inc. or any of its successors or assigns.

“**Nationally Recognized Statistical Rating Organization**” means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act.

“**Officer**” means, with respect to any person, (a) the Chairman, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director (or any two Managing Directors if elected by such person) or the Secretary (i) of such person (or such Person’s general partner) or (ii) if such person is owned or managed by an entity, of such entity; or (b) any other individual designated as an “Officer” for the purposes of this Agreement by the Board of Directors of such person (or such person’s general partner) (or, if such person is owned or managed by an entity, of such entity).

“**Original Guarantors**” means each of:

- (a) Holdings;
- (b) NXP Funding LLC, a Delaware limited liability company; and
- (c) NXP USA INC. a Delaware corporation.

“**Parent**” means any person of which the Borrower at any time is or becomes a Subsidiary after the date of this Agreement.

“**Participating Member State**” means any member state of the European Union that has the euro as its lawful currency in accordance with the legislation of the European Union relating to Economic and Monetary Union.

“**Party**” means a party to this Agreement.

“**Payment Account**” means the bank account(s) from which payments under this Agreement shall be made by the Borrower (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, as set out in the most recent List of Accounts.

“Permitted Security” means:

- (a) Security on assets or property of a Restricted Subsidiary that is not any of the Borrower or a Guarantor securing Financial Indebtedness of any Restricted Subsidiary that is not any of the Borrower or a Guarantor;
- (b) pledges, deposits or Security under workmen’s compensation laws, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business;
- (c) Security imposed by law, including carriers’, warehousemen’s, mechanics’, landlords’, materialmen’s and repairmen’s or other like Security, in each case for sums not yet overdue for a period of more than sixty (60) days or that are bonded or being contested in good faith by appropriate proceedings;
- (d) Security for taxes, assessments or other governmental charges not yet delinquent or which are being contested in good faith by appropriate proceedings; provided that appropriate reserves required pursuant to GAAP have been made in respect thereof;
- (e) Security in favour of issuers of surety, performance or other bonds, guarantees or letters of credit or bankers’ acceptances (not issued to support Financial Indebtedness for borrowed money) issued pursuant to the request of and for the account of the Borrower or any Restricted Subsidiary in the ordinary course of its business;
- (f) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Security incidental to the conduct of the business of the Borrower and its Restricted Subsidiaries or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Borrower and its Restricted Subsidiaries;
- (g) Security on assets or property of the Borrower or any Restricted Subsidiary securing Hedging Obligation;
- (h) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business;
- (i) Security arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated or the period within which such proceedings may be initiated has not expired;
- (j) Security on assets or property of the Borrower or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations or Purchase Money Obligations, or securing the payment of all or a part of the purchase price of, or securing other Financial Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business; provided, that (i) the aggregate principal amount of Financial Indebtedness secured by such Security is otherwise not prohibited to be Incurred under this Agreement and (ii) any such Security may not extend to any assets or property of the Borrower or any Restricted Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Financial Indebtedness and any improvements or accessions to such assets and property;
- (k) Security arising (a) by virtue of any statutory or common law provisions relating to banker’s Security, (b) pursuant to the general conditions used by, or agreement or arrangement with, a bank operating in the Netherlands in the ordinary course of business, or (c) rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a depository or financial institution;
- (l) Security arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Borrower and its Restricted Subsidiaries in the ordinary course of business;
- (m) any Security listed in Schedule 10 (*Existing Security*) except to the extent the principal amount secured by that Security exceeds the amount stated in that Schedule;
- (n) Security on property, other assets or shares of stock of a person at the time such person becomes a Restricted Subsidiary (or at the time the Borrower or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, consolidation or other business combination transaction with or into the Borrower or any Restricted Subsidiary); provided, however, that such Security are not created, Incurred or assumed in anticipation of or in connection with such other person becoming a Restricted Subsidiary (or such

acquisition of such property, other assets or stock); provided, further, that such Security are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Security arose, could secure) the obligations to which such Security relates;

- (o) Security on assets or property of the Borrower or any Restricted Subsidiary securing Financial Indebtedness or other obligations of the Borrower or such Restricted Subsidiary owing to the Borrower or another Restricted Subsidiary, or Security in favour of the Borrower or any Restricted Subsidiary;
- (p) Security securing Financial Indebtedness Incurred to refinance, refund, replace, exchange, renew, repay or extend Financial Indebtedness that was previously so secured, and permitted to be secured under this Agreement; provided that any such Security is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Security arose, could secure) the Financial Indebtedness being refinanced or is in respect of property that is or could be the security for or subject to a Permitted Security hereunder;
- (q) any interest or title of a lessor under any Capitalized Lease Obligation or operating lease;
- (r) (i) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Borrower or any Restricted Subsidiary of the Borrower has easement rights or on any leased property and subordination or similar arrangements relating thereto and (ii) any condemnation or eminent domain proceedings affecting any real property;
- (s) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;
- (t) Security on property or assets under construction (and related rights) in favour of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;
- (u) Security on cash accounts securing Financial Indebtedness (i) arising from the honouring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, (ii) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business, (iii) owed on a short-term basis of no longer than 30 days to banks and other financial institutions Incurred in the ordinary course of business of the Borrower and its Restricted Subsidiaries with such banks or financial institutions that arises in connection with ordinary banking arrangements to manage cash balances of the Borrower and its Restricted Subsidiaries and (iv) Incurred by a Restricted Subsidiary in connection with bankers acceptances, discounted bills of exchange or the discounting or factoring of receivables for credit management purposes, in each case Incurred or undertaken in the ordinary course of business on arm's-length commercial terms on a recourse basis;
- (v) Security on Escrowed Proceeds for the benefit of the related holders of debt securities or other Financial Indebtedness (or the underwriters or arrangers thereof) or on cash set aside at the time of the Incurrence of any Financial Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest on such Financial Indebtedness and are held in an escrow account or similar arrangement to be applied for such purpose;
- (w) Security securing or arising by reason of any netting or set-off arrangement entered into in the ordinary course of banking or other trading activities or Security over cash accounts securing cash pooling or cash management arrangements;
- (x) Security arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;
- (y) Security Incurred in the ordinary course of business with respect to obligations (other than Financial Indebtedness for borrowed money) which do not exceed EUR 50,000,000 at any one time outstanding;
- (z) Security on Capital Stock or other securities or assets of any Unrestricted Subsidiary that secure Financial Indebtedness of such Unrestricted Subsidiary;
- (aa) any Security granted over the marketable securities portfolio described in clause (i) of the definition of "Cash Equivalents" in connection with the disposal thereof to a third party; and
- (bb) other Security (including successive extensions, renewals, alterations or replacements thereof) not excepted by the other clauses of this definition; provided that after giving effect thereto the aggregate principal amount of Financial Indebtedness of the Borrower and its Restricted Subsidiaries secured by such Security does not exceed the greater of (A) USD 1,250,000,000 and (B) 15% of Consolidated Net Tangible Assets, in each case, after giving effect to such Incurrence and the application of the proceeds therefrom.

**“PIF Directive”** means Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union’s financial interests by means of criminal law.

**“Policy and Project Representations”** means the representations and warranties set out in Part III of Schedule 3 (*Project requirements*) and Part II of Schedule 4 (*EIB Policy Requirements*).

**“Policy and Project Information Undertakings”** means the information undertakings in Part IV of Schedule 3 (*Project requirements*) and Part IV of Schedule 4 (*EIB Policy Requirements*).

**“Policy and Project Undertakings”** means the general undertakings in Part V of Schedule 3 (*Project requirements*) and Part IV of Schedule 4 (*EIB Policy Requirements*).

**“Preferred Stock”**, as applied to the Capital Stock of any person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such person, over shares of Capital Stock of any other class of such person.

**“Prepayment Amount”** means the amount of a Loan to be prepaid by the Borrower in accordance with Clause 5.1 (*Voluntary prepayment option*), Clause 5.2 (*Voluntary prepayment mechanics*) or Clause 6 (*Mandatory Prepayment and Cancellation*).

**“Prepayment Date”** means the date on which the Borrower shall effect prepayment of a Prepayment Amount in accordance with the terms of this Agreement.

**“Prepayment Notice”** means a notice from the Bank to the Borrower specifying:

- (a) the Prepayment Amount,
- (b) the Prepayment Date,
- (c) the accrued interest due,
- (d) the Administrative Fee (if any) and,
- (e) in respect of a Fixed Rate Loan only, the Break Costs.

**“Prepayment Offer”** means a letter from the Bank to the Borrower specifying:

- (a) the Prepayment Amount,
- (b) the Prepayment Date,
- (c) the accrued interest due,
- (d) Break Costs and/or Administrative Fee (if any), and
- (e) the deadline for its acceptance by the Borrower.

**“Prepayment Request”** means a request from the Borrower to the Bank to prepay all or any part of any outstanding Loans specifying:

- (a) the Prepayment Amount,
- (b) the Prepayment Date;
- (c) if applicable, the choice of application method of the Prepayment Amount in accordance with Clause 19.4(a) (*Allocation of sums related to Loans*); and
- (d) the Facility Number.

**“Principal Property”** means the intellectual property, property, plant and equipment owned by the Borrower or any Significant Subsidiary; provided that the book value of such property is an amount greater than 1.00% of Consolidated Net Tangible Assets.

**“Project”** has the meaning given to it in Clause 2(b) (*The Facility and the purpose*).

**“Project Assets”** mean any asset used or intended for use or forming part of the Project which are essential for the completion or continued operation of the Project.

**“Promoter”** means the Borrower.

**“Purchase Money Obligations”** means any Financial Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any person owning such property or assets, or otherwise.

**“Rating Agency”** means any of:

- (a) S&P;
- (b) Moody’s; and
- (c) Fitch,

or their respective successors and assigns.

**“Redeployment Rate”** means the rate which the Bank would apply on the Relevant Date to a loan with the same currency, terms for payment of interest, repayment profile to the Interest Revision/Conversion Date (if any) or the Maturity Date as the Loan for which Break Costs are payable. Such rate shall not be less than zero.

**“Relevant Date”** means, in relation to a Loan or Utilisation, as applicable:

- (a) each Prepayment Date; and
- (b) each date of termination of a Terminated Fixed Rate Utilisation; and
- (c) the due date of payment specified in the Bank’s notice of demand in accordance with Clause 15.12 (*Acceleration*).

**“Relevant Person”** means, with respect to the Borrower and Guarantor, any member of its management bodies; or any person acting for it, on its behalf or under its control, having the power to give directions and/or exercise control with respect to the Facility, the Loan or the Project.

**“Repayment Date”** means each Interest Payment Date specified for the repayment of the principal of a Loan in the Utilisation Offer, in accordance with Clause 4 (*Repayment*).

**“Repeating Representations”** means each of the representations set out in Clause 12 (*Representations and Warranties*), the Policy and Project Representations, but excluding the representations set out in:

- (a) Clause 12.7 (*No filing or stamp Taxes*);
- (b) Clause 12.9 (*No misleading information*);
- (c) Clause 12.12 (*Material Adverse Effect*);
- (d) Clause 12.14 (*No proceedings*);
- (e) Clause 12.16 (*Legal and beneficial ownership*); and
- (f) Clause 12.17 (*Solvency*).

**“Restricted Subsidiary”** means any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

**“S&P”** means Standard & Poor’s Financial Services LLC or any of its successors or assigns.

**“Sanctioned Country”** means, at any time, a country, region or territory which is or whose government is the subject or target of comprehensive Sanctions.

**“Sanctioned Person”** means, at any time, (a) any individual or entity (for the avoidance of doubt, the term “entity” includes, but is not limited to, any government, group or terrorist organisation) listed in any Sanctions-related list of designated individuals or entities maintained by OFAC, the U.S. Department of Commerce or the U.S. Department of State, or by the United Nations Security Council, the European Union or His Majesty’s Treasury of the United Kingdom, (b) any individual or entity located, organised or resident in a Sanctioned Country, (c) any individual or entity directly or indirectly owned 50% or more or controlled by any such individual or entity described in the foregoing clauses (a) and (b), or (d) any individual or entity otherwise the subject or target of Sanctions.

“**Sanctions**” means any economic or financial sanction laws, regulations, or trade embargoes or other restrictive measures imposed, administered or enforced, from time to time, by:

- (a) the United Nations Security Council;
- (b) the European Union;
- (c) the government of the United States of America, including those administered by the Office of Foreign Asset Control (OFAC) of the United States Department of the Treasury, the United States Department of Commerce and the United States Department of State; and
- (d) His Majesty’s Treasury and the Department for International Trade of the United Kingdom.

“**Scheduled Utilisation Date**” means the date on which a Loan is scheduled to be utilised in accordance with Schedule 2 (*Utilisation procedure*).

“**Security**” means any mortgage, pledge, lien, charge, assignment, encumbrance hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (including any conditional sale or other title retention agreement or lease in the nature thereof).

“**Senior Unsecured Notes**” means the senior unsecured notes issued by the Borrower pursuant to each Unsecured Notes Indenture.

“**Significant Subsidiary**” means any Restricted Subsidiary that meets any of the following conditions:

- (a) the Borrower’s and its Restricted Subsidiaries’ investments in and advances to the Restricted Subsidiary exceed 10% of the Total Assets of the Borrower and its Restricted Subsidiaries on a consolidated basis as of the end of the most recently completed fiscal year;
- (b) the Borrower’s and its Restricted Subsidiaries’ proportionate share of the Total Assets (after intercompany eliminations) of the Restricted Subsidiary exceeds 10% of the Total Assets of the Borrower and its Restricted Subsidiaries on a consolidated basis as of the end of the most recently completed fiscal year; or
- (c) the Borrower’s and its Restricted Subsidiaries’ equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of the Restricted Subsidiary exceeds 10% of such income of the Borrower and its Restricted Subsidiaries on a consolidated basis for the most recently completed fiscal year.

“**Social Matters**” means all, or any of, the following:

- (a) labour and working conditions;
- (b) occupational health and safety;
- (c) rights and interests of vulnerable groups;
- (d) rights and interests of indigenous peoples;
- (e) gender equality;
- (f) public health, safety and security;
- (g) avoidance of forced evictions and alleviation of hardship arising from involuntary resettlement; and
- (h) stakeholder engagement.

“**Spread**” means the fixed spread (including Margin), as determined by the Bank and notified to the Borrower in the relevant Utilisation Offer or in the Interest Revision/Conversion Proposal.

“**Stated Maturity**” means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

**“Subordinated Shareholder Funding”** means, collectively, any funds provided to the Borrower by a Parent in exchange for or pursuant to any security, instrument or agreement other than Capital Stock, together with any such security, instrument or agreement and any other security or instrument other than Capital Stock issued in payment of any obligation under any Subordinated Shareholder Funding; provided, however, that such Subordinated Shareholder Funding:

- (a) does not mature or require any amortization, redemption or other repayment of principal or any sinking fund payment prior to the first day after the Latest Maturity Date (other than through conversion or exchange of such funding into Capital Stock (other than Disqualified Stock) of the Borrower or any funding meeting the requirements of this definition);
- (b) does not require, prior to the first day after the Latest Maturity Date, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts;
- (c) contains no change of control or similar provisions and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment, in each case, prior to the first day after the Latest Maturity Date;
- (d) does not provide for or require any security interest or encumbrance over any asset of the Borrower or any of its Subsidiaries; and
- (e) pursuant to its terms is fully subordinated and junior in right of payment to this Agreement and the Senior Unsecured Notes pursuant to subordination, payment blockage and enforcement limitation terms which are customary in all material respects for similar funding.

**“Subsidiary”** means:

- (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership (and, in case of a Dutch entity, includes an entity of which a person alone or in concert (pursuant to an agreement or understanding, whether formal or informal) has (if all persons with voting rights vote) the power to appoint or dismiss more than half of the board members or supervisory board members of that entity) and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital by contract or otherwise; or
- (b) in relation to a person incorporated (or established) under Dutch law, a *dochtermaatschappij* within the meaning of Section 2:24a of the Dutch Civil Code (regardless whether the shares or voting rights on the shares in such company are held directly or indirectly through another *dochtermaatschappij*).

**“T2”** means the real time gross settlement system operated by the Euro system, or any successor system.

**“Tax”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**“Technical Description”** means the technical description set out in Part I of Schedule 3 (*Project requirements*).

**“Terminated Fixed Rate Utilisation”** has the meaning given to it in Clause 10.2 (*Break Costs on a terminated Utilisation*).

**“Total Assets”** means the consolidated total assets of Holdings, the Borrower and its Restricted Subsidiaries in accordance with GAAP as shown on the most recent balance sheet of Holdings.

**“Uniform Commercial Code”** means the New York Uniform Commercial Code.

**“Unrestricted Subsidiary”** means:

- (a) Systems on Silicon Manufacturing Company Pte or any successor entity or business thereto;
- (b) any Subsidiary of the Borrower (other than NXP Funding LLC) that at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors or an Authorized Officer of the Borrower in the manner provided below); and
- (c) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors or any Authorized Officer of the Borrower may designate any Subsidiary of the Borrower (including any newly acquired or newly formed Subsidiary or a person becoming a Subsidiary through merger, consolidation or other business combination transaction, or investment therein) to be an Unrestricted Subsidiary only if such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Financial Indebtedness of, or own or hold any Security on any property of, the Borrower or any other Subsidiary of the Borrower which is not (i) a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary or (ii) another Unrestricted Subsidiary or Subsidiary thereof.

Any such designation shall be evidenced by giving notice to the Bank with (1) a copy of a resolution of the Board of Directors or certificate of the applicable Authorized Officer of the Borrower giving effect to such designation and (2) an Officer’s Certificate certifying that such designation complies with the foregoing conditions.



The Board of Directors or any Authorized Officer of the Borrower may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, that immediately after giving effect to such designation, no Default or Event of Default would result therefrom.

**“Unsecured Notes Indenture”** means the (i) indenture related to the issuance of Senior Unsecured Notes entered into on December 6, 2018, between the Borrower, NXP Funding LLC, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, (ii) indenture related to the issuance of Senior Unsecured Notes entered into on June 18, 2019, between the Borrower, NXP Funding LLC, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, (iii) indenture related to the issuance of Senior Unsecured Notes entered into on May 1, 2020, between the Borrower, NXP Funding LLC, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, (iv) indenture related to the issuance of Senior Unsecured Notes entered into on May 11, 2021, between the Borrower, NXP Funding LLC, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, (v) indenture related to the issuance of Senior Unsecured Notes entered into on November 30, 2021, between the Borrower, NXP Funding LLC, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee and (vi) indenture related to the issuance of Senior Unsecured Notes entered into on May 16, 2022 (as supplemented by the first supplemental indenture entered into on May 16, 2022), between the Borrower, NXP Funding LLC, certain subsidiary guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee.

**“US GAAP”** means generally accepted accounting principles in the United States of America, in effect on the date of any calculation or determination required under this Agreement.

**“USD REFERENCE RATE”** has the meaning given to it in Schedule 5 (*Benchmark Rate*).

**“Utilisation”** means a disbursement of a Loan.

**“Utilisation Acceptance”** means an acceptance from the Borrower to the Bank pursuant to and in accordance with Paragraph 1.4 (*Utilisation Acceptance*) in Part I of Schedule 2 (*Utilisation procedure*) and in the form set out in Schedule 6 (*Form of Utilisation Offer and Acceptance*).

**“Utilisation Acceptance Deadline”** means the date and time of expiry of a Utilisation Offer, as specified therein.

**“Utilisation Account”** means, in respect of each Loan, the bank account(s) to which the Utilisation shall be made under this Agreement (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, as set out in the most recent List of Accounts.

**“Utilisation Certificate”** means a certificate substantially in the form set out in Schedule 7 (*Form of Utilisation Certificate*).

**“Utilisation Date”** means the Scheduled Utilisation Date or, in the case of deferment, the Deferred Utilisation Date.

**“Utilisation Offer”** means a letter substantially in the form set out in Schedule 6 (*Form of Utilisation Offer and Acceptance*).

**“Voting Stock”** of a person means all classes of Capital Stock of such person then outstanding and normally entitled to vote in the election of directors.

**“Wholly-Owned Subsidiary”** means a Restricted Subsidiary of the Borrower, all of the Capital Stock of which (other than directors’ qualifying shares or shares required by any applicable law or regulation to be held by a person other than the Borrower or another Wholly-Owned Subsidiary) is owned by the Borrower or another Wholly-Owned Subsidiary.

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) **“Clauses”, “Parts” and “Schedules”** is, save if explicitly stipulated otherwise, a reference respectively to clauses, parts and schedules to this Agreement;
  - (ii) the **“Bank”**, the **“Borrower”**, any **“Guarantor”** or any **“Party”** shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
  - (iii) **“assets”** includes present and future properties, revenues and rights of every description;
  - (iv) a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (v) **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vi) a **“person”** includes any individual, firm, limited liability company, corporation, government, state or agency of a state or political subdivision thereof or any association, trust, joint venture, joint-stock company, consortium, partnership, unincorporated organisation or other entity (whether or not having separate legal personality) including such person’s successors and assigns;
  - (vii) **“law”** or **“laws”** means:
    - (A) any applicable law, including common or customary law, principles of equity, any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, ordinance, by-law judgment, order, writ, injunction, determination, award, code of practice or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law or any present directive, regulation, guideline, request, rule or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, guideline, request, rule or requirement is intended to apply); and
    - (B) EU Law;
  - (viii) **“applicable law”**, **“applicable laws”** or **“applicable jurisdiction”** means:
    - (A) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Agreement), its capacity and/or assets and/or the Project; and/or, as applicable
    - (B) a law or jurisdiction (including in each case the Bank’s Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
  - (ix) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (x) a provision of, or reference to a, law or regulation is a reference to that provision as amended or re-enacted from time to time;
  - (xi) **“including”** and **“in particular”** shall be deemed to be followed by the expression **“(but not limited to)”**;
  - (xii) a time of day is a reference to Luxembourg time; and
  - (xiii) **“month”** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, and subject to the definition of Interest Payment Date, Clause 18.1 (*Day count convention*) and Schedule 5 (*Benchmark Rate*) and unless provided otherwise in this Agreement:
    - (A) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or, if there is not, on the immediately preceding Business Day; and
    - (B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

- (b) Words and expressions in the plural shall include the singular and vice versa.
- (c) Terms defined in the GDPR, including the terms “**controller**”, “**data subject**”, “**personal data**”, “**processing**” and “**processor**”, have the same meanings when used in Clause 22.9 (*Data protection*) or Clause 22.10 (*Independent controller*).
- (d) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:
  - (i) any replacement page of that information service which displays that rate; and
  - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service, and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Bank.
- (e) Part, Clause and Schedule headings are for ease of reference only.
- (f) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (g) A Default (other than an Event of Default) is “continuing” if it has not been remedied or waived and an Event of Default is “continuing” if it has not been waived.
- (h) A Mandatory Prepayment Drawstop Event is “continuing” if it has not been remedied or waived.

### 1.3 **Currency symbols and definitions**

- (a) “**€**”, “**EUR**” and “**euro**” denote the single currency of the Participating Member States; and
- (b) “**\$**”, “**USD**” and “**dollars**” means the lawful currency of the United States of America.

### 1.4 **Accounting terms**

Except as provided in this Agreement, all accounting terms shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP.

## 2. **THE FACILITY AND PURPOSE**

- (a) Subject to the terms of this Agreement, the Bank makes available to the Borrower the Facility A.
- (b) The Borrower shall apply all amounts borrowed by it under the Facility A for the financing of a selection of the Borrower’s planned investments in the Research, Development and Innovation (“**RDI**”) programme of leading-edge semiconductor devices, technologies and solutions in the Netherlands, France, Germany, Austria and Romania, as more particularly described in the Technical Description (the “**Project**”).

## 3. **CONDITIONS OF UTILISATION**

### 3.1 **Utilisation procedure**

Each Utilisation shall be made in accordance with the procedure set out in Schedule 2 (*Utilisation procedure*).

### 3.2 **Conditions precedent to Utilisation Offer**

- (a) The Bank shall only be obliged to send the initial Utilisation Offer if it has received all of the documents and other evidence listed in Part I of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to it.
- (b) No Utilisation Offer shall be sent by the Bank if a Default and/or a Mandatory Prepayment Drawstop Event and/or a Market Disruption Event is continuing.

### 3.3 **Condition precedent to initial Utilisation**

The initial Utilisation is subject to the Bank receiving all of the documents and other evidence listed in Part II and Part III of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to it on or before the date falling six Business Days before the Utilisation Date.

### 3.4 **Condition precedent to subsequent Utilisations**

Each subsequent Utilisation is subject to the Bank receiving all of the documents and other evidence listed in Part III of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to it on or before the date falling six Business Days before the Utilisation Date.

### 3.5 **Further conditions precedent**

The Bank shall only disburse a Loan if on the date of its Utilisation Acceptance and on its Utilisation Date:

- (a) the Repeating Representations to be made by the Borrower are true in all material respects; and
- (b) no Default and/or no Mandatory Prepayment Drawstop Event is continuing or would result from the Accepted Loan.

## 4. **REPAYMENT**

### 4.1 **Repayment of Loans**

Each Loan shall be repaid in a single payment.

### 4.2 **Single payment**

If a Loan is to be repaid by a single payment, such payment must be made on the Maturity Date specified in the Utilisation Offer. The Maturity Date shall fall not earlier than three years and not later than six years from the relevant Scheduled Utilisation Date.

## 5. **VOLUNTARY PREPAYMENT AND CANCELLATION**

### 5.1 **Voluntary prepayment option**

The Borrower may prepay the whole or any part of a Loan.

### 5.2 **Voluntary prepayment mechanics**

- (a) If the Borrower intends to make a voluntary prepayment, it shall deliver to the Bank, not earlier than 60 days and not later than 30 days prior to the proposed Prepayment Date, a Prepayment Request.
- (b) Following receipt of a Prepayment Request in respect of a Fixed Rate Loan, the Bank shall send to the Borrower, not later than 15 days prior to the relevant Prepayment Date, a Prepayment Offer. If the Borrower duly accepts the Prepayment Offer by the deadline specified therein, the Bank shall send to the Borrower, no later than 10 days prior to the relevant Prepayment Date, a Prepayment Notice. If the Borrower does not duly accept the Prepayment Offer, no prepayment can occur in respect of such Fixed Rate Loan.
- (c) Following receipt of a Prepayment Request in respect of a Floating Rate Loan, the Bank shall send to the Borrower, not later than 10 days prior to the relevant Prepayment Date, a Prepayment Notice.
- (d) The Borrower shall pay the amount specified in the Prepayment Notice on the relevant Prepayment Date.

### 5.3 **Administrative Fee**

If the Bank accepts, in its sole discretion, a Prepayment Request with prior notice of less than 30 days, the Borrower shall pay to the Bank a fee of EUR [\*\*\*] per each Loan requested to be prepaid, partly or in full, in consideration of the administrative costs incurred by the Bank in connection with such voluntary prepayment. In such case, the Bank will not be obliged to observe the deadlines to send a Prepayment Offer and/or the Prepayment Notice, as applicable, prescribed in this Agreement.

### 5.4 **Voluntary cancellation**

The Borrower may, by notice to the Bank, cancel with immediate effect the whole or any part of the Available Facility.

## 6. MANDATORY PREPAYMENT AND CANCELLATION

### 6.1 Project cost reduction

- (a) The Borrower shall promptly inform the Bank if a Project Cost Reduction Event has occurred or is likely to occur. At any time after the occurrence of a Project Cost Reduction Event, the Bank may, by notice to the Borrower, cancel the Available Facility and/or demand prepayment of any outstanding Loans up to the amount(s) required to ensure the Project Cost Reduction Event ceases to continue.
- (b) For the purpose of this Clause 6.1:

**“Project Cost Reduction Event”** means the amount of the Facility is more than:

- (A) 50 per cent; and/or
- (B) 70 per cent when aggregated with the amount of any other funds from the European Union made available for the Project, of the total cost of the Project upon its completion. At the date of this Agreement, the total cost of the Project as estimated by the Bank is EUR 2,106,000,000.

### 6.2 Non-EIB financing prepayment

- (a) The Borrower shall promptly inform the Bank if a Non-EIB Financing Prepayment Event has occurred or is likely to occur. At any time after the occurrence of a Non-EIB Financing Prepayment Event, the Bank may, by notice to the Borrower, cancel the Available Facility and/or demand prepayment of any outstanding Loans.
- (b) The proportion of the Available Facility that the Bank may cancel and the proportion of any outstanding Loans that the Bank may require to be prepaid shall not exceed the proportion that the prepaid or cancelled or repurchased amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.
- (c) For the purpose of this Clause 6.2:

**“Non-EIB Financing”** means any Financial Indebtedness provided to the Borrower and/or any Guarantor by a creditor other than the Bank for a term of more than three years.

**“Non-EIB Financing Prepayment Event”** means any event where the Borrower and/or any Guarantor, voluntarily prepays a part or the whole of any Non-EIB Financing or repurchases or cancels any creditor’s commitment under any Non-EIB Financing, but excluding any voluntary prepayment, repurchase or cancellation:

- (i) made within a revolving credit facility; or
- (ii) made from the proceeds of any indebtedness having a term not shorter than the unexpired term of such Non-EIB Financing prepaid; or
- (iii) where, following such event, the amount of any outstanding Loans and any other direct indebtedness made available by the Bank to the Borrower or any Guarantor, constitute less than 40 per cent of the aggregate outstanding Non-EIB Financing to the Borrower and any Guarantor.

### 6.3 Change of control

- (a) The Borrower shall promptly inform the Bank if a Change of Control Event occurs;
- (b) After the occurrence of the Change of Control Event, the Bank may, by notice to the Borrower, cancel the Available Facility and/or demand prepayment of any outstanding Loans.
- (c) For the purposes of this Clause 6.3, a **“Change of Control Event”** occurs if:
- (i) the Borrower becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) that any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than Holdings, is or has become the “beneficial owner” (as such term is used in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50% of the Voting Stock of the Borrower (or its successor); provided however that a transaction will not constitute a Change of Control Event under this paragraph if (i) the Borrower becomes a direct or indirect wholly owned subsidiary of a holding

company (including Holdings) and (ii)(x) the direct or indirect holders of the Voting Stock of such holding company (including Holdings) immediately following that transaction are substantially the same as the holders of the Borrower's Voting Stock immediately prior to that transaction or (y) immediately following that transaction no person or group of related persons (other than a holding company (including Holdings) satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50 per cent of the Voting Stock of such holding company (including Holdings) or

- (ii) any Change of Control occurs under and as defined in any Unsecured Note Indenture.

#### 6.4 **Illegality**

- (a) Upon becoming aware of an Illegality Event:
  - (i) the Bank shall promptly notify the Borrower; and
  - (ii) the Bank may, by notice to the Borrower, cancel the Available Facility and/or demand prepayment of any outstanding Loans.
- (b) For the purposes of this Clause 6.4, "**Illegality Event**" means that it becomes unlawful in any applicable jurisdiction, or if it becomes contrary to any Sanctions, for the Bank to:
  - (i) perform any of its obligations as contemplated under any Finance Document; or
  - (ii) fund or maintain the Loan.

#### 6.5 **Material Adverse Change**

- (a) At any time after the occurrence of a Material Adverse Change, the Bank may, by notice to the Borrower, cancel the Available Facility.
- (b) For the purposes of this Clause 6.6, "**Material Adverse Change**" means any event or circumstance occurs which has a Material Adverse Effect.

### 7. **RESTRICTIONS**

- (a) Sums due under Clause 6 (*Mandatory Prepayment and Cancellation*), other than under Clause 6.4 (*Illegality*), shall be payable by the Borrower within 30 days of demand by the Bank or within any longer period specified in the Bank's demand. Sums due under Clause 6.4 (*Illegality*), shall be payable by the Borrower within the period specified in the Bank's demand.
- (b) Without prejudice to the Borrower's right to reject a Prepayment Offer in accordance with Clause 5.2(b) (*Voluntary Prepayment Mechanics*), any notice of cancellation or Prepayment Request from the Borrower under Clause 5 (*Voluntary Prepayment and Cancellation*), and any notice of termination under Paragraph 1.5 in Part II of Schedule 2 (*Utilisation Procedure*) shall be irrevocable.
- (c) Any prepayment under this Agreement or payment of a sum demanded by the Bank pursuant to Clause 6 (*Mandatory Prepayment and Cancellation*) shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs and Administrative Fee, without premium or penalty.
- (d) The Borrower shall not reborrow any part of the Facility A which is repaid or prepaid.
- (e) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Available Facility except at the times and in the manner expressly agreed pursuant to the terms of this Agreement.
- (f) No amount of the Available Facility cancelled under this Agreement may be subsequently reinstated.
- (g) At the end of the Availability Period, unless otherwise notified by the Bank to the Borrower, the Available Facility shall be immediately cancelled, without any further notice from the Bank to the Borrower.
- (h) Principal and interest under this Agreement shall be payable in the currency of the relevant Loan and other payments, if any, shall be made in the currency specified by the Bank.

## 8. INTEREST

### 8.1 Payment of interest

The Borrower shall pay interest on the outstanding balance of each:

- (a) Fixed Rate Loan at the Fixed Rate; and
- (b) Floating Rate Loan at the Floating Rate,

quarterly or semi-annually in arrear on the relevant Interest Payment Dates. If the period from the Utilisation Date to the first Interest Payment Date is 15 days or less, then the payment of interest accrued during such period shall be postponed to the following Interest Payment Date.

### 8.2 Calculation of interest

#### (a) Fixed Rate Loans

Interest in respect of a Fixed Rate Loan will be calculated on the basis of Clause 18.1(a) (*Day count convention*).

#### (b) Floating Rate Loans

- (i) The Bank shall notify the Borrower of the Floating Rate within 10 days of the commencement of each Floating Rate Reference Period.
- (ii) In case of a Deferred Utilisation, the Benchmark Rate will be determined in accordance with Schedule 5 (*Benchmark Rate*) for the Floating Rate Reference Period commencing on the Deferred Utilisation Date.
- (iii) Interest in respect of each Floating Rate Reference Period will be calculated on the basis of Clause 18.1(b) (*Day count convention*).

#### (c) Revision or Conversion of Loans

If the Borrower exercises an option to revise or convert the interest rate basis of a Loan, it shall, from the effective Interest Revision/Conversion Date, pay interest in accordance with the provisions of Schedule 8 (*Interest Rate Revision and Conversion*).

### 8.3 Default interest

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on any overdue amount from the due date up to the date of actual payment (both before and after judgment) at an annual rate equal to:
  - (i) in case of Floating Rate Loans – the applicable Floating Rate plus two per cent;
  - (ii) in case of Fixed Rate Loans – the higher of:
    - (A) the applicable Fixed Rate plus two per cent; or
    - (B) the Benchmark Rate plus two per cent; and
  - (iii) in case of amounts other than under paragraph (i) or (ii) above – the Benchmark Rate plus two per cent.
- (b) Notwithstanding paragraph (a) above, if the overdue sum is in a currency for which no Benchmark Rate is specified under this Agreement, the Bank shall apply the relevant benchmark rate, or as determined by the Bank, the relevant risk-free rate that is generally used by the Bank for transactions in that currency plus two per cent, calculated in accordance with the market practice for such rate.
- (c) Any interest accruing under this Clause 8.3 will be payable by the Borrower immediately on demand by the Bank.
- (d) For the purpose of determining the Benchmark Rate in relation to paragraphs (a)(ii)(B) and (a)(iii), the relevant periods within the meaning of Schedule 5 (*Benchmark Rate*) shall be successive periods of one month commencing on the due date.

## 9. CHANGES TO THE CALCULATION OF INTEREST

### 9.1 Market disruption

If at any time from the date of a Utilisation Acceptance in respect of a Loan to the date falling either:

- (a) 20 Business Days prior to the Utilisation Date for Loans to be utilised in EUR; or
- (b) two Business Days prior to the Utilisation Date for Loans to be utilised in USD,

a Market Disruption Event occurs, the Bank may notify the Borrower that Clause 9.2 (*Optional currency*) shall apply to that Loan.

### 9.2 Optional currency

- (a) Irrespective of the currency specified in the Utilisation Offer, the Bank may decide to disburse an Accepted Loan in EUR and notify the Borrower of the EUR equivalent to be utilised on the Utilisation Date.
- (b) The rate of interest previously agreed for the relevant Loan shall no longer be applicable and instead the rate of interest on the relevant Loan, until the Maturity Date, or the Interest Revision/Conversion Date (if any), shall be the percentage rate per annum notified by the Bank to the Borrower being the sum of:
  - (i) the Margin; and
  - (ii) the rate (expressed as a percentage per annum) determined by the Bank to be the all-inclusive cost to the Bank of funding the relevant Loan based upon the applicable internally generated Bank reference rate or an alternative rate determination method determined by the Bank.
- (c) The Borrower shall have the right to refuse such Utilisation within the deadline specified in the notice and shall bear charges (if any) incurred as a result, in which case the Bank shall not disburse the Loan. If the Borrower does not refuse the Utilisation in time, the Utilisation in EUR and the conditions thereof shall be fully binding on all Parties.

## 10. BREAK COSTS

### 10.1 Break Costs on voluntary prepayment

- (a) If the Borrower prepays a Fixed Rate Loan, the Borrower shall pay Break Costs to the Bank on the Prepayment Date.
- (b) The prepayment of a Loan on its Interest Revision/Conversion Date may be made without Break Costs unless the Borrower has accepted a Fixed Rate under a new Interest Revision/Conversion Proposal.

### 10.2 Break Costs on a terminated Utilisation

- (a) If Utilisation of an Accepted Loan to which a Fixed Rate applies is terminated (the “**Terminated Fixed Rate Utilisation**”) pursuant to:
  - (i) Paragraph 1.4 (*Termination of a Utilisation deferred by six months*) in Part II of Schedule 2 (*Utilisation procedure*), or
  - (ii) Paragraph 1.5 (*Termination of a Utilisation by the Borrower*) in Part II of Schedule 2 (*Utilisation procedure*);the Borrower shall pay Break Costs to the Bank on such Terminated Fixed Rate Utilisation, within 15 days of demand by the Bank.
- (b) Such Break Costs shall be calculated on the assumption that the Terminated Fixed Rate Utilisation had been utilised and repaid on the relevant Scheduled Utilisation Date or, to the extent the Utilisation is currently deferred, on the date of the termination notice.

### 10.3 Break Costs Prepayment Event

In the event of a demand for prepayment of a Fixed Rate Loan upon the occurrence of a Break Costs Prepayment Event, the Borrower shall pay to the Bank on the relevant Prepayment Date the Break Costs in respect of the Fixed Rate Loan that is being prepaid.



#### 10.4 Break Costs on acceleration

- (a) In the event of an acceleration pursuant to Clause 15.13 (*Acceleration*) the Borrower shall pay to the Bank, together with any amount demanded by the Bank under Clause 15.13 (*Acceleration*), in respect of:
  - (i) any Fixed Rate Loan, Break Costs on any amount of principal due to be prepaid, and such Break Costs shall accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified; and
  - (ii) any Floating Rate Loan, a sum equal to the present value of 0.19 per cent per annum calculated and accruing on the amount of principal due to be prepaid or the amount of any Accepted Loan the Utilisation of which is terminated, in the same manner as interest would have been calculated and would have accrued if that amount had remained outstanding according to the applicable repayment schedule of the Loan, until the Interest Revision/Conversion Date, if any, or the Maturity Date. The value shall be calculated at a discount rate equal to the Redeployment Rate applied as of each relevant Interest Payment Date.
- (b) Amounts due by the Borrower pursuant to this Clause 10.4 shall be payable on the date specified in the Bank's demand.

#### 11. FEES

##### 11.1 Upfront fee

- (a) The Borrower shall pay to the Bank within 90 days of the date of this Agreement an upfront fee of EUR [\*\*\*] in respect of the appraisal conducted by the Bank in relation to the Project.
- (b) The Borrower authorises the Bank to withhold the upfront fee from the initial Utilisation, if such initial Utilisation takes place before the end of the period specified in paragraph (a) above. The amount withheld by the Bank shall be treated as having been utilised by the Borrower under such Utilisation.
- (c) If the Facility A is cancelled in full under Clause 6 (*Mandatory Prepayment and Cancellation*) or Clause 15.12(a) (*Acceleration*) before the end of the period specified in paragraph (a) above, the Borrower shall pay to the Bank the upfront fee on the date of such cancellation.

##### 11.2 Commitment fee

- (a) The Borrower shall pay to the Bank a fee in the currency of the Facility A computed at a rate of 50 per cent of the applicable Margin per annum on the Available Facility (which, for this Clause 11.2, shall include the aggregate amount of Accepted Loans which have not yet been utilised) from the date falling 6 months from the date of this Agreement to the last day of the Availability Period.
- (b) The accrued commitment fee is payable:
  - (i) on 10<sup>th</sup> August, 10<sup>th</sup> November, 10<sup>th</sup> February and 10<sup>th</sup> May;
  - (ii) on the last day of the Availability Period; and
  - (iii) if the Available Facility is cancelled in full, on the cancelled amount of the Available Facility at the time specified by the Bank.

#### 12. REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in this Clause 12 and the Policy and Project Representations to the Bank on the date of this Agreement.

##### 12.1 Status

- (a) It is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) duly incorporated and validly existing under the laws of the Netherlands.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

##### 12.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are legal, valid, binding, and enforceable.

### 12.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and shall not conflict with:

- (a) any material provision of any material law or regulation applicable to it;
- (b) any applicable order of any court or any rule, regulation or order of any Governmental Authority;
- (c) its constitutional documents; and/or
- (d) any provision of any indenture, certificate of designation for preferred stock, agreement or other instrument binding upon it, except for any such violation described in this sub-clause that would not reasonably be expected to have a Material Adverse Effect.

### 12.4 **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

### 12.5 **Validity and admissibility in evidence**

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
- (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect, or the failure to obtain or effect would not reasonably be expected to have a Material Adverse Effect.

### 12.6 **Governing law and enforcement**

- (a) The choice of the laws of the Netherlands as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained in the Netherlands in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

### 12.7 **No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

### 12.8 **No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

### 12.9 **No misleading information**

- (a) Any factual information provided by any Credit Party to the Bank in connection with any Finance Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it was stated;
- (b) the financial projections contained in any information supplied by it in connection with any Finance Document have been prepared on the basis of recent historical information and on the basis of reasonable assumptions; and

- (c) nothing has occurred or been omitted from the factual information or financial projections provided and no information has been given or withheld that results in the information contained in the factual information or any financial projections being untrue or misleading in any material respect,

provided that, with respect to forecasts, projected information and other forward-looking information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed by the preparer to be reasonable at the time of preparation; it being understood that such forecasts, projections and other forward looking information may vary significantly from actual results and that such variances may be material

#### 12.10 **Intellectual Property**

The Borrower and its Restricted Subsidiaries own, license or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights that are reasonably necessary for the operation of their respective businesses as currently conducted, without conflict with the rights of any other person, except to the extent such conflicts, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. To the best knowledge of the Borrower, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Borrower or any Restricted Subsidiary infringes upon any rights held by any other person, except to the extent such infringements, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing against the Borrower or its Restricted Subsidiaries is pending or, to the knowledge of the Borrower, threatened in writing, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

#### 12.11 **Accounts**

The latest available consolidated audited financial statements of the Borrower have been prepared on a basis consistent with previous years and have been approved by its auditors as representing in all material respects a true and fair view of the results of its operations for that year and accurately disclose or reserve against all the liabilities (actual or contingent) of the Borrower.

#### 12.12 **Material Adverse Effect**

No event or circumstance has occurred which is reasonably likely to have Material Adverse Effect since 31 December 2023.

#### 12.13 ***Pari Passu* ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

#### 12.14 **No proceedings**

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it.
- (b) No judgment or order of a court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it.

#### 12.15 **Taxes**

Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Borrower and its Restricted Subsidiaries have filed all federal, state and other material tax returns and reports required to be filed, and have paid all federal, state and local and other material Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (x) which are not overdue by more than thirty (30) days or (y) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

#### 12.16 **Legal and beneficial ownership**

As at the date of this Agreement, no Security exists over its assets or over those of any Restricted Subsidiary other than Permitted Security.

#### 12.17 **Solvency**

- (a) On the date of this Agreement, (A) the fair value of the assets of the Borrower and its Subsidiaries on a consolidated basis, at a fair valuation, exceeds the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and its Subsidiaries on a consolidated basis; (B) the present fair saleable value

of the property of the Borrower and its Subsidiaries on a consolidated basis is greater than the amount required to pay the probable debts and liabilities of the Borrower and its Subsidiaries on a consolidated basis on their debts and other liabilities (direct, subordinated, contingent or otherwise), as such debts and other liabilities become absolute and matured, (C) the Borrower and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities (direct, subordinated, contingent or otherwise), as such debts and liabilities become absolute and matured, taking into account refinancing alternatives; and (D) the Borrower and its Subsidiaries on a consolidated basis do not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the date of this Agreement.

- (b) As of the date of this Agreement, the Borrower does not intend to, nor does it believe that it or any of the Restricted Subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by it or any such Subsidiary and the timing and amounts of cash to be payable on or in respect of its Financial Indebtedness or the Financial Indebtedness of any such Subsidiary and refinancing alternatives.

#### 12.18 Repetition

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Acceptance, each Utilisation Date, each Interest Payment Date and the date of each Finance Document.

### 13. INFORMATION UNDERTAKINGS

The undertakings in this Clause 13 and the Policy and Project Information Undertakings remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or the Bank has any obligation hereunder.

#### 13.1 Financial statements

The Borrower shall deliver to the Bank:

- (a) as soon as they become available but, in any event, within 120 days after the end of each of its Financial Years, its audited consolidated and unconsolidated annual report, balance sheet, cash flow statement, profit and loss account and auditors' report for that Financial Year; and
- (b) as soon as they become available but, in any event, within 60 days after the end of each of the relevant accounting periods, its interim consolidated and unconsolidated quarterly report, balance sheet, profit and loss account and cash flow statement for each of the first three quarters of each of its Financial Years.

Notwithstanding the foregoing, the obligations in clauses (a) and (b) above may be satisfied with respect to financial information of the Company and its Subsidiaries by furnishing (i) the applicable financial statements of Holdings (or any direct or indirect parent of Holdings) or (ii) the Company's or Holdings' (or any direct or indirect parent thereof), as applicable, Forms 20-F, 10-K, 10-Q or 6-K, as applicable, filed with the SEC

#### 13.2 Compliance Certificate

- (a) The Borrower shall deliver to the Bank, no later than 5 Business Days after each set of financial statements delivered pursuant to Clause 13.1(a) or 13.1(b) (*Financial statements*), a Compliance Certificate which shall, amongst other things, set out (in reasonable detail) computations as to compliance with Clause 14.11 (*Financial covenants*).
- (b) Each Compliance Certificate shall be signed by an Authorised Signatory with individual representation right or at least two Authorised Signatories with joint representation rights.

#### 13.3 Information: miscellaneous

The Borrower shall inform the Bank of:

- (a) promptly after a Responsible Officer of the Borrower obtains knowledge thereof, the details of any breach or non-performance of, or any default under, a contractual obligation of the Borrower or any Restricted Subsidiary and which might have a Material Adverse Effect;
- (b) promptly after a Responsible Officer of the Borrower obtains knowledge thereof, the details of any litigation, arbitration, administrative proceedings or investigation which are current, threatened or pending against the Borrower or any Restricted Subsidiary, including pursuant to any applicable Environmental and Social Laws, and which might, if adversely determined, result in a Material Adverse Effect; and

- (c) promptly after a Responsible Officer of the Borrower obtains knowledge thereof, the details of any judgment or order of a court, arbitral body or agency which is made against the Borrower or any Restricted Subsidiary and which might have a Material Adverse Effect,

provided that any notice given to the Bank pursuant to this Clause 13.3 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth material details of the occurrence referred to therein and stating what action the relevant Borrower has taken and proposes to take with respect thereto, if any. Notwithstanding the foregoing, the obligations in this Clause 13.3 may be satisfied by furnishing the Borrower's or Holdings' (or any direct or indirect parent thereof), as applicable, Forms 20-F, 10-K, 10-Q, 8-K or 6-K, as applicable, filed with the SEC.

#### 13.4 **Notification of Default**

The Borrower shall notify the Bank of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

#### 13.5 **Inspection Rights**

At any time, while an Event of Default has occurred and is continuing, at the reasonable expense of the Borrower, each Borrower will, and will cause each of its Restricted Subsidiaries to, permit representatives and independent contractors of the Bank to visit and inspect any of its properties, to examine its corporate, financial and operating records, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, that (a) the Borrower shall be entitled to participate in any such discussions with accountants and (b) any such inspection and examination and extracts shall not entitle the Bank to receive information (x) that would reasonably be expected to result in a loss of attorney-client privilege or consists claim of attorney work product, (y) that would reasonably be expected to result in disclosure of any information related to the equity holders of the Borrower or the arrangements among such equity holders or other sensitive or proprietary information related to the business of the Borrower or (z) to the extent the disclosure thereof would or would reasonably be expected to violate any confidentiality obligation binding on the Borrower, its Subsidiaries or its respective Affiliates.

### 14. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 14 and the Policy and Project Undertakings remain in force from the date of this Agreement for so long as any amount is outstanding under this Agreement or the Bank has any obligation hereunder.

#### 14.1 **Compliance with Laws**

- (a) The Borrower shall and shall ensure that each Guarantor shall comply in all respects with all laws to which it or the Project is subject, if failure so to comply would materially impair the ability of the Borrower or the Guarantor to perform its obligations under, respectively, this Agreement or the Guarantee.
- (b) Notwithstanding paragraph (a) above, the Borrower shall and shall ensure that each Guarantor shall comply in all respects with any laws to which it may be subject and the breach of which would constitute an Illegal Activity.

#### 14.2 **Payment of Taxes**

The Borrower shall, and shall cause each of its Restricted Subsidiaries to, pay and discharge as the same shall become due and payable, all its obligations and liabilities in respect of taxes, assessments and governmental charges or levies upon it or its properties or assets, unless (a) the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves, if any, in accordance with GAAP are being maintained by the Borrower or such Restricted Subsidiary; or (b) the failure to pay or discharge the same would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

#### 14.3 **Negative pledge**

The Borrower shall not (and shall ensure that no Restricted Subsidiary shall) create or permit to subsist any Security over any of its Principal Properties, whether owned on the date of this Agreement or acquired after, or any interest or any income or profits in and/or from its Principal Properties, which Security secures any Financial Indebtedness, other than Permitted Security, unless substantially concurrently therewith the financial obligations under this Agreement and any other Finance Document are directly, equally and ratably secured with (or prior to, in the case of Security with respect to subordinated Financial Indebtedness) the Financial Indebtedness secured by such Security for so long as such Financial Indebtedness is so secured.

#### 14.4 Guarantees by Restricted Subsidiaries

- (a) If after the date of this Agreement, the Borrower or any of its Restricted Subsidiaries acquires or creates a Wholly-Owned Subsidiary (other than an Immaterial Subsidiary) and (x) the issuance of a Guarantee by such Restricted Subsidiary is not precluded by the Agreed Guarantee Principles and (y) such Restricted Subsidiary Guarantees the Senior Unsecured Notes, such Restricted Subsidiary shall, within sixty (60) days (or such longer period as the Bank may agree in writing (which shall include electronic mail) after becoming a Restricted Subsidiary, provide a Guarantee of this Agreement by executing a supplement to the Guarantee Agreement in the form attached thereto.
- (b) The Borrower may, at its option, cause any other Subsidiary to provide a Guarantee of this Agreement by executing a supplement to the Guarantee Agreement in substantially the form attached thereto.
- (c) The obligations of each Guarantor under the Guarantee Agreement will be limited to the maximum amount that would not render the Guarantors' obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of foreign or state law and as otherwise set forth in the Guarantee Agreement or relevant supplement to the Guarantee Agreement.
- (d) Notwithstanding anything to the contrary herein or in the Guarantee Agreement, in no event shall any CFC or FSHCO be required to become a Guarantor.
- (e) The obligations of a Guarantor under the Guarantee Agreement will terminate upon:
  - (i) a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (other than to the Borrower or a Restricted Subsidiary), in each case, that is not prohibited by this Agreement;
  - (ii) the designation in accordance with this Agreement of the Guarantor as an Unrestricted Subsidiary;
  - (iii) to the extent that the Guarantor is not an Immaterial Subsidiary due to the operation of the proviso to the definition of "Immaterial Subsidiary", upon the release of the guarantee or guarantees referred to in such proviso that resulted in the Guarantor not being an Immaterial Subsidiary;
  - (iv) the Guarantor becoming an Immaterial Subsidiary, tested as of the last day of any fiscal year for which financial statements have been delivered pursuant to Clause 13.1 and a Compliance Certificate has been delivered pursuant to Clause 13.2 and that Guarantor being designated by the Borrower pursuant to that Compliance Certificate as an Immaterial Subsidiary whose obligations under the Guarantee Agreement should terminate;
  - (v) unless otherwise elected by the Borrower in a written notice to the Bank, the earlier of (x) the termination, redemption, satisfaction or discharge of the Senior Unsecured Notes and (y) the Guarantor being (or will be substantially concurrently with the release of such Guarantor hereunder) released or discharged from its Guarantee under the Senior Unsecured Notes; or
  - (vi) repayment in full of all amounts due and payable under the Finance Documents and cancellation of the Available Facility.

#### 14.5 Disposals

- (a) The Borrower shall not (and shall ensure that no Restricted Subsidiary shall) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of all or substantially all of its assets.
- (b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal:
  - (i) made in the ordinary course of trading of the disposing entity or otherwise as permitted and set out in Clause 14.6 and Clause 14.7 below; or
  - (ii) of assets in exchange for other assets comparable or superior as to type, value and quality (other than an exchange of a non-cash asset for cash);
- (c) Notwithstanding paragraph (a), paragraph (b) above does not apply to any sale, lease, transfer or other disposal of a Project Asset or any shares in Subsidiaries holding Project Assets, which may not be disposed of under any circumstances.

#### 14.6 Merger and consolidation by the Borrower

The Borrower shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any person, unless:

- (a) the resulting, surviving or transferee person (the “**Successor Company**”) will be a person organized and existing under the laws of any member state of the European Union, or the United States of America, any State of the United States or the District of Columbia, Canada or any province of Canada, Norway, Switzerland or the United Kingdom;
- (b) the Successor Company (if not the Borrower) will expressly assume in writing all the Borrower’s Obligations, pursuant to documentation reasonably satisfactory to the Bank and provides to the Bank all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations reasonably requested by the Bank; and
- (c) immediately after giving effect to such transaction, no Default or Event of Default exists or would result therefrom.

#### 14.7 Merger and consolidations by Guarantors

- (a) The Borrower shall procure that NXP Funding LLC shall not consolidate with, merge with or into any person or permit any person to merge with or into NXP Funding LLC unless:
  - (i) concurrently therewith, a Subsidiary of the Borrower that is a limited liability company or corporation organized under the laws of the United States of America or any state thereof or the District of Columbia (which may be NXP Funding LLC or the continuing person as a result of such transaction) expressly assumes all of the obligations of NXP Funding LLC under the Guarantee Agreement and the other Finance Documents; or
  - (ii) after giving effect to the transaction, at least one obligor under the Finance Documents is a limited liability company or corporation organized under the laws of the United States of America or any state thereof or the District of Columbia.
- (b) Upon the consummation of any transaction effected in accordance with paragraph (a) above, the resulting, surviving or transferee NXP Funding LLC will succeed to, and be substituted for, and may exercise every right and power of, the NXP Funding LLC under each Finance Document with the same effect as if such successor person had been named as the NXP Funding LLC under such Finance Documents. Upon such substitution, the Borrower shall be automatically released from its obligations under each Finance Document.
- (c) Subject to paragraph (a) above, the Borrower shall procure that no Guarantor may (i) consolidate with or merge with or into any person, or (ii) sell, convey, transfer or dispose of, all or substantially all its assets as an entirety or substantially as an entirety, in one transaction or a series of related transactions, to any person, or (iii) permit any person to merge with or into the Guarantor, unless, in any such case:
  - (i) the other person is the Borrower or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or
  - (ii) (i) either (x) a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under the Finance Documents to which such Guarantor is a party; and (ii) immediately after giving effect to the transaction, no Default or Event of Default has occurred and is continuing; or (iii) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to the Borrower or a Restricted Subsidiary) otherwise permitted by this Agreement.

#### 14.8 Change in business

The Borrower shall procure that no substantial change is made to the general nature of the business of the Borrower or the Group from that carried on at the date of this Agreement.

#### 14.9 Preservation of existence

The Borrower shall, and shall cause each of its Restricted Subsidiaries to:

- (a) preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, except (i) solely with respect to the Restricted Subsidiaries other than the Borrower, to the extent the failure to do so would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) pursuant to a transaction not prohibited by Clause 14.6 and Clause 14.7; and

- (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except (i) to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect or (ii) pursuant to a transaction not prohibited by Clause 14.6 and Clause 14.7.

#### 14.10 Most favoured lender

- (a) The Borrower shall promptly inform the Bank if any of the Borrower or Guarantor becomes the borrower under a credit facility for an amount of at least EUR 100,000,000 and the terms of such credit facility include a loss of rating clause, a financial covenant or any other provision regarding financial ratios, which is either:
  - (i) more favourable to the relevant creditor than any corresponding provision of this Agreement is to the Bank; or
  - (ii) not provided for under this Agreement,(each a “**More Favourable Provision**”).
- (b) The Borrower shall promptly provide a copy of the More Favourable Provision to the Bank (including any relevant defined terms or references).
- (c) If the Bank so requests, the Borrower shall promptly execute an amendment to this Agreement so as to reflect the More Favourable Provision in favour of the Bank.

#### 14.11 Financial covenants

- (a) The Borrower shall not permit the Consolidated Interest Coverage Ratio as of the last day of any fiscal quarter (commencing with the first fiscal quarter ending after the date of this Agreement) of Holdings to be less than 3:00 to 1:00.
- (b) For the purposes of this clause 14.11, “**Consolidated Interest Coverage Ratio**” means, as of any date of determination, the ratio of (a) Consolidated EBITDA for the period of four (4) fiscal quarters ending on such date to (b) Consolidated Interest Expense (other than with respect to Consolidated Interest Expense of the type referred to in clause (a)(ii) thereof) for such period.

### 15. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 15 is an Event of Default (save for Clause 15.12 (*Acceleration*)).

#### 15.1 Non-payment

The Borrower or any Guarantor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable, unless:

- (a) its failure to pay is caused by an administrative or technical error or a Disruption Event; and
- (b) payment is made within five Business Days of its due date.

#### 15.2 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower or any Guarantor in the Finance Documents or any other document delivered by or on behalf of the Borrower or any Guarantor under, or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

#### 15.3 Cross default

- (a) Any indebtedness of the Borrower or any Guarantor or any of their Restricted Subsidiaries (or the payment of which is Guaranteed by the Borrower or any Guarantor or any of their Restricted Subsidiaries) is not paid when due nor within any originally applicable grace period.



- (b) Any indebtedness of the Borrower or any Guarantor or any of their Restricted Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any indebtedness of the Borrower or any Guarantor or any of their Restricted Subsidiaries is cancelled or suspended by a creditor of the Borrower or any Guarantor as a result of an event of default (however described).
- (d) Any creditor of the Borrower or any Guarantor or any of their Restricted Subsidiaries becomes entitled to declare any indebtedness of the Borrower or any Guarantor due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) The Bank becomes entitled to:
  - (i) declare any indebtedness of the Borrower (other than incurred under this Agreement) or any Guarantor or any of their Restricted Subsidiaries due and payable prior to its specified maturity as a result of an event of default (however described); or
  - (ii) exercise its rights in respect of any material breach of any guarantee, counter-guarantee, payment undertaking, project agreement, grant agreement, technical assistance agreement or any other form of support for the benefit of the Borrower or any Guarantor or any of their Restricted Subsidiaries, or exercise any put option, under any arrangement involving the resources of the Bank or of its mandators.
- (f) No Event of Default shall occur under paragraphs (a) to (d) above if the aggregate amount of indebtedness or commitment for indebtedness is less than EUR 200,000,000 or its equivalent in any other currency or currencies.

#### 15.4 **Change of Control**

Any Change of Control Event occurs.

#### 15.5 **Judgements**

Failure by any Credit Party or any Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Borrower and its Restricted Subsidiaries), would constitute a Significant Subsidiary, to pay final judgments aggregating in excess of EUR 200,000,000 (exclusive of any amounts that the applicable insurance company has not denied liability for), which judgments are not paid, discharged or stayed for a period of sixty (60) days after the judgment becomes final.

#### 15.6 **Guarantee Agreement**

The Guarantee Agreement ceases to be in full force and effect, other than in accordance the terms of the Finance Documents, or a Guarantor denies or disaffirms its obligations under the Guarantee Agreement, other than in accordance with the terms thereof or upon release of the Guarantee Agreement (or a Guarantor therefrom) in accordance with the Finance Documents;

#### 15.7 **Insolvency**

- (a) The Borrower or any Guarantor:
  - (i) is unable to pay, or admits its inability to pay, its debts as they fall due;
  - (ii) suspends making payments of any of its debts; or
  - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Bank under this Agreement) with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of the Borrower or any Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of the Borrower or any Guarantor.

## 15.8 Insolvency proceedings

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, dissolution, administration or reorganisation (by way of voluntary arrangement, composition or otherwise), including bankruptcy, controlled management, suspension of payments, arrangement with creditors and judicial liquidation proceedings or any analogous procedure or step is taken under any applicable law in any jurisdiction or an order is made or an effective resolution is passed for the winding-up of the Borrower or any of the Restricted Subsidiaries (other than any Immaterial Subsidiary) or any Guarantor, or if the Borrower or any Restricted Subsidiaries (other than any Immaterial Subsidiary) or any Guarantor takes steps towards a substantial reduction in its capital, is declared insolvent or ceases or resolves to cease to carry on the whole or any substantial part of its business or activities, or any situation similar to any of the above occurs under any applicable law.
- (b) Any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of an encumbrancer, a receiver, liquidator, administrator, administrative receiver or similar officer, whether by a court of competent jurisdiction or by any competent administrative authority or by any person, of or over, any part of the business or assets of the Borrower or any Restricted Subsidiaries (other than any Immaterial Subsidiary) or any Guarantor or any Project Assets.

## 15.9 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower or any Restricted Subsidiaries (other than any Immaterial Subsidiary) or any Guarantor or any Project Assets and is not discharged or stayed within 60 days.

## 15.10 Unlawfulness

- (a) It is or becomes unlawful for the Borrower and/or any Guarantor to perform any of its obligations under the Finance Documents.
- (b) Any Finance Document ceases to be in full force and effect or ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Bank) to be ineffective.

## 15.11 Financial covenants

Any requirement of Clause 14.11 (*Financial covenants*) is not satisfied.

## 15.12 Other obligations

- (a) The Borrower and/or any Guarantor does not comply with any provision of the Finance Documents (other than those referred to in Clause 15.1 (*Non-payment*)), Clause 15.10 (*Unlawfulness*) and Clause 15.11 (*Financial covenants*) above). No Event of Default shall occur if the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within thirty (30) days of the earlier of (i) the Bank giving notice to the Borrower and (ii) the Borrower or relevant Guarantor becoming aware of the failure to comply.

## 15.13 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing, the Bank may, by notice to the Borrower:

- (a) cancel the Available Facility whereupon the Available Facility shall immediately be cancelled and the Facility A shall immediately cease to be available for further Utilisation; and/or
- (b) declare that all or any part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable.

## 16. INCREASED COSTS AND INDEMNITY

### 16.1 Increased Costs

- (a) The Borrower shall, within three Business Days of a demand by the Bank, pay the Bank the amount of any Increased Costs incurred by the Bank as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement.
- (b) In this Agreement “**Increased Costs**” means:
  - (i) a reduction in the rate of return from the Facility A or on the Bank’s overall capital;
  - (ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Bank to the extent that it is attributable to the Bank having entered into any Finance Document or funding or performing its obligations under any Finance Document.

(c) The Bank shall only be entitled to claim Increased Costs from the Borrower if and to the extent it also claims increased costs from other borrowers in a similar situation.

## 16.2 Indemnity

Without prejudice to any other rights of the Bank under any Finance Document or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in a Finance Document.

## 17. COSTS AND EXPENSES

### 17.1 Transaction expenses

The Borrower shall on demand pay the Bank the amount of all pre-agreed costs and expenses (including capped legal fees) reasonably incurred by it in connection with the negotiation, preparation, and execution of:

- (a) this Agreement and any other documents referred to in this Agreement; and
- (b) any other Finance Documents.

### 17.2 Amendment costs

If the Borrower or any Guarantor requests an amendment, waiver or consent, the Borrower shall, within the period specified in the demand (which shall not be less than five Business Days), reimburse the Bank for the amount of all pre-agreed costs and expenses (including capped legal fees) reasonably incurred by the Bank in responding to, evaluating, negotiating or complying with that request or requirement.

### 17.3 Enforcement costs

The Borrower shall, within the period specified in the demand (which shall not be less than three Business Days), pay to the Bank the amount of all costs and expenses (including legal fees) incurred by the Bank in connection with the enforcement of, or the preservation of any rights under, any Finance Document and any Security provided in respect of this Agreement.

### 17.4 Taxes, duties and fees

- (a) The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of any Finance Document or any related document and in the creation, perfection, registration or enforcement of any Security for the Loans to the extent applicable.
- (b) The Borrower shall pay all principal, interest, indemnities and other amounts due under any Finance Document gross without any withholding or deduction of any national or local impositions whatsoever required by law or under any agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that, after withholding or deduction, the net amount actually received by the Bank is equivalent to the sum due.

### 17.5 Documentary support

The Bank shall provide documentary support for any costs or expenses set out in this Clause 17 upon the Borrower's request.

## 18. PAYMENT MECHANICS

### 18.1 Day count convention

Any interest, indemnity, commission or fee accruing under a Finance Document shall accrue from day to day and is calculated on the basis of:

- (a) a year of 360 days and a month of 30 days in respect of a Fixed Rate Loan;
- (b) a year of 360 days and the number of days elapsed in respect of a Floating Rate Loan; and

- (c) in respect of the fee payable pursuant to Clause 11.2 (*Commitment fee*), a year of 360 days and the numbers of days elapsed.

## 18.2 Payment convention

- (a) If an Interest Payment Date is not a Business Day, it shall be deemed to be:
  - (i) in respect of a Fixed Rate Loan with a sole Repayment Date, the preceding Business Day with adjustment but only to the amount of interest that accrued over the last interest period;
  - (ii) in respect of a Fixed Rate Loan with more than one Repayment Date, the following Business Day, without adjustment to the interest due; or
  - (iii) in respect of a Floating Rate Loan, the following Business Day in that month, or, failing that, the nearest preceding Business Day, in all cases with corresponding adjustment to the interest due.
- (b) If the date on which any payment other than principal or interest is due to be paid is not a Business Day, such payment shall be made on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not), in all cases with a corresponding adjustment to the amount of such payment.

## 18.3 Time and place of payment

- (a) Unless otherwise specified in this Agreement or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 days of the Bank's demand.
- (b) The Borrower shall indicate the Facility Number in the payment details for each payment made in accordance with this Agreement.
- (c) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (d) Any Utilisations shall be made into the Utilisation Account.
- (e) Any payments to the Bank from the Borrower under a Finance Document shall be made from the Payment Account.
- (f) Each sum payable by the Borrower to the Bank under a Finance Document shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the Borrower of such account not less than 15 days before the due date for the first payment by the Borrower and shall notify any change of such account not less than 15 days before the date of the subsequent payment after which the change applies. This period of notice does not apply in the case of payment under Clause 15 (*Events of Default*).

## 18.4 Disruption to payment systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Agreement as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever (including for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Bank) arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Clause 18.4.

## 19. APPLICATION OF SUMS RECEIVED

### 19.1 General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Agreement.

## 19.2 Partial payments

- (a) If the Bank receives a payment that is insufficient to discharge all the amounts, then due and payable by the Borrower under the Finance Documents, the Bank shall apply that payment towards the obligations of the Borrower under the Finance Documents (unless otherwise determined by the Bank) in the following order:
- (i) **first**, in or towards payment pro rata of any unpaid fees, costs, indemnities and expenses due under the Finance Documents;
  - (ii) **secondly**, in or towards payment pro rata of any accrued interest due but unpaid under this Agreement;
  - (iii) **thirdly**, in or towards payment pro rata of any principal due but unpaid under this Agreement; and
  - (iv) **fourthly**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
- (b) The Bank may vary the order set out in paragraphs (a)(ii) to (a)(iv) above.
- (c) Paragraphs (a) and (b) above will apply regardless of and override any designation (*déclaration d'imputation*) made by the Borrower.

## 19.3 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

## 19.4 Allocation of sums related to Loans

- (a) In case of:
- (i) a partial voluntary prepayment of a Loan, the Prepayment Amount shall be applied in inverse order of maturity; or
  - (ii) a partial compulsory prepayment of a Loan that is repaid in instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Clause 15.12 (*Acceleration*) and applied to a Loan shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Loans at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Loan, and on which there is no agreement between the Bank and the Borrower regarding their application, the Bank may apply these between Loans at its discretion.

## 20. SET-OFF

The Bank may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

## 21. NOTICES

### 21.1 Communication in writing

Any notice or other communication given under the Finance Documents must be in writing and, unless otherwise stated, may be made by letter or electronic mail.

## 21.2 Addresses

The address and electronic mail address (and the department for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

For the Bank	Attention: OPS/WE/4-CORP European Investment Bank 100 boulevard Konrad Adenauer L-2950 Luxembourg Email address: [***]
For the Borrower	Attention: Group Treasurer NXP B.V. High Tech Campus 60 5656 AG Eindhoven The Netherlands Telephone: [***] Fax: [***] Email address: [***]
With a copy to	Attention: Corporate Legal Department NXP Semiconductors N.V. High Tech Campus 60 5656 AG Eindhoven The Netherlands Telephone: [***] Fax: [***] Email address: [***]

or any substitute address or electronic mail address or department as a Party may notify to the other by not less than 10 Business Days' notice.

## 21.3 Delivery

- (a) Notices and other communications for which fixed periods are laid down in this Agreement, or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or by electronic mail. Such notices and communications shall be deemed to have been received by the other Party:
  - (i) in relation to a hand-delivered or registered letter on the date of delivery; or
  - (ii) in the case of any electronic mail, only when such electronic mail is actually received in readable form and only if it is addressed in such manner as the other Party has specified for this purpose.
- (b) Any notice provided by the Borrower to the Bank by electronic mail shall:
  - (i) include the Facility Number in the subject line; and
  - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non-editable file format agreed between the Parties) of the notice signed by an Authorised Signatory with individual representation right or at least two Authorised Signatories with joint representation rights, attached to the electronic mail.
- (c) Notices issued by the Borrower pursuant to any provision of this Agreement shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the specimen signature of such person or persons.

- (d) Without affecting the validity of electronic mail notices made in accordance with this Clause 21, the following notices and documents, with the exception of notices and documents signed with a qualified electronic signatures (QES), shall also be sent by registered letter to the relevant Party at the latest on the immediately following Business Day:
  - (i) Utilisation Acceptance;
  - (ii) any notices in respect of the deferment and cancellation of any Loan, Interest Revision/Conversion of any Loan, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default or any demand for prepayment; and
  - (iii) any other notice or document required by the Bank.
- (e) The Parties agree that any of the above communications (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (*sous seing privé*).

#### 21.4 English language

- (a) Any notice or communication given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so, required by the Bank, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a constitutional, statutory or other official document.

### 22. MISCELLANEOUS

#### 22.1 Place of performance

The place of performance under this Agreement shall be Luxembourg.

#### 22.2 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Bank are prima facie evidence of the matters to which they relate.

#### 22.3 Certificates and determinations

Any certification or determination by the Bank of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

#### 22.4 Entire Agreement

This Agreement constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Facility A hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

#### 22.5 Partial invalidity

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

#### 22.6 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of the Bank shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

## 22.7 Amendments and waivers

Any term of this Agreement may be amended only with the consent the Bank and the Borrower and any such amendment shall be binding on all Parties.

## 22.8 Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

## 22.9 Data protection

- (a) When disclosing information (other than mere contact information relating to the Borrower's personnel involved in the management of this Agreement ("**Contact Data**")) to the Bank in connection with this Agreement, the Borrower shall redact or otherwise amend that information (as necessary) so that it does not contain any personal data, except where this Agreement requires, or the Bank requests, the disclosure of such information in the form of personal data.
- (b) Before disclosing any personal data (other than Contact Data) to the Bank in connection with this Agreement, the Borrower shall ensure that each data subject of such personal data:
  - (i) has been informed of the disclosure to the Bank (including the categories of personal data to be disclosed); and
  - (ii) has been advised of the information contained in (or has been provided with an appropriate link to) the Bank's privacy statement in relation to its lending and investment activities as set out from time to time at <https://www.eib.org/en/privacy/lending> (or such other address as the Bank may notify to the Borrower from time to time).

## 22.10 Independent controller

For the purposes of GDPR and Regulation (EU) 2018/1725, the Parties acknowledge that each Party shall act as an independent controller, and not a processor on behalf of or joint controller with the other Party, when processing personal data in connection with this Agreement.

## 23. GOVERNING LAW AND JURISDICTION

### 23.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Dutch laws.

### 23.2 Jurisdiction

The courts of the Netherlands have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Agreement.





**Signature Page to Facility Agreement**

Signed by Nathalie Climence /s/ Nathalie Climence )  
)  
for and on behalf of **EUROPEAN INVESTMENT BANK:** )  
)

Title: Authorised Representative

Signed by Tom Nguyen /s/ Tom Nguyen )  
)  
for and on behalf of **EUROPEAN INVESTMENT BANK:** )  
)

Title: Authorised Representative

---

Signed by Luc de Dobbeleer /s/ Luc de Dobbeleer

)

)

for and on behalf of **NXP B.V.**:

)

Title: Authorised Person

## GUARANTY

**GUARANTY**, dated as of 22 November 2024 (this “Guaranty”), made by NXP Semiconductors N.V., a public limited company (*naamloze vennootschap*) registered with the Dutch trade register under number 34253298, incorporated in the Netherlands, with its official seat (*statutaire zetel*) in Eindhoven, the Netherlands (“NXP Semiconductors”), NXP USA, Inc., a Delaware corporation (“NXP Inc.”) and NXP Funding LLC, a Delaware corporation (“NXP LLC”) and, together with NXP Semiconductors and NXP Inc. and any other Subsidiary that becomes a party hereto as a Guarantor (in each case, unless and until such person ceases to be a Guarantor in accordance with this Guaranty), individually, a “Guarantor” and, collectively, the “Guarantors”) and European Investment Bank, as bank (in such capacity, together with its successors in such capacity, the “Bank”).

### WITNESSETH:

**WHEREAS**, reference is hereby made to the Facility A Agreement (as defined below) and the Facility B Agreement (as defined below), each among NXP B.V. (the “Borrower”) and the Bank;

**WHEREAS**, pursuant to each Facility Agreement (as defined below), the Bank has agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Guarantor acknowledges that it will derive substantial direct and/or indirect benefit from the making of the Loans; and

**WHEREAS**, it is a condition precedent to the obligation of the Bank to make the Loans to the Borrower under each Facility Agreement that the Guarantors shall have executed and delivered this Guaranty in favor of the Bank;

**NOW, THEREFORE**, in consideration of the premises and to induce the Bank to enter into each Facility Agreement and the Bank to make the Loans to the Borrower under each Facility Agreement, the Guarantors hereby agree with the Bank, as follows:

1. *Defined Terms.*

- (a) Unless otherwise defined herein, terms defined in the Facility A Agreement or the Facility B Agreement (as applicable) and used herein shall have the meanings given to them in the Facility A Agreement or the Facility B Agreement (as applicable).
- (b) As used herein, the term “Credit Parties” means the Borrower and each Guarantor.
- (c) As used herein, the term “Enforcement Event” means the occurrence of an Event of Default in respect of which notice of acceleration of the Obligations has been given by the Bank to the Borrower.
- (d) As used herein, the term “Facility Agreement” means the Facility A Agreement and the Facility B Agreement (as applicable).
- (e) As used herein, the term “Facility A Agreement” means the facility agreement dated 22 November 2024 between the Borrower and the Bank in respect of EUR 640,000,000.
- (f) As used herein, the term “Facility B Agreement” means the facility agreement to be made between the Borrower and the Bank in respect of EUR 360,000,000.
- (g) As used herein, the term “Guaranteed Parties” means (i) the Bank, (ii) any successors, indorsees, transferees and assigns of the Bank and (iii) the beneficiaries of each indemnification obligation undertaken by any Credit Party under any Finance Document.

- (h) As used herein, the term “Obligations” means the collective reference to (i) the due and punctual payment of (x) the principal of and premium, if any, and interest at the applicable rate provided in each Facility Agreement (including interest accruing after the commencement of any bankruptcy, insolvency, receivership or other similar proceeding (or interest that would accrue but for the operation of applicable bankruptcy or insolvency laws), regardless of whether allowed or allowable in such proceeding (for any obligation, “Post-Petition Interest”)) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (y) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred after the commencement of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower or any other Credit Party to any of the Guaranteed Parties under each Facility Agreement or any other Finance Document, (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to each Facility Agreement or any other Finance Document and (iii) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each other Credit Party under or pursuant to this Guaranty or any other Finance Document.
- (i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Guaranty shall refer to this Guaranty as a whole and not to any particular provision of this Guaranty, and Section references are to Sections of this Guaranty unless otherwise specified. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, and the words “property” and “assets” shall be construed to refer to any and all tangible and intangible properties and assets.
- (j) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms, any reference herein to any person shall be construed so as to include such person’s successors and permitted assigns, and any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or modified in accordance with the terms thereof and, to the extent applicable, the terms of each Facility Agreement.

2. *Guaranty.*

- (a) Subject to the provisions of Section 8, each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees, as primary obligor and not merely as surety, to the Bank the punctual and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each Obligation. If the Borrower fails to pay or perform any Obligation when due, each Guarantor agrees that it will forthwith on demand pay or perform the relevant Obligation at the place and in the manner specified in the relevant Finance Document.
- (b) Each Guarantor further agrees to pay any and all reasonable and documented out-of-pocket expenses (including all reasonable and documented out-of-pocket fees and disbursements of counsel) that may be paid or incurred by the Bank or any other Guaranteed Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, such Guarantor under this Guaranty, in accordance with the Facility A Agreement or the Facility B Agreement (as applicable).
- (c) Each Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing this Guaranty or affecting the rights and remedies of the Bank or any other Guaranteed Party hereunder.
- (d) No payment or payments made by the Borrower, any of the Guarantors, any other guarantor or any other person or received or collected by the Bank or any other Guaranteed Party from the Borrower, any of the Guarantors, any other guarantor or any other person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder, which shall, notwithstanding any such payment or payments other than payments made by such Guarantor in respect of the Obligations or payments received or collected from such Guarantor in respect of the Obligations, remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Maturity Date.

- (e) Each Guarantor agrees that whenever, at any time, or from time to time, it shall make any payment to the Bank or any other Guaranteed Party on account of its liability hereunder, it will notify the Bank in writing that such payment is made under this Guaranty for such purpose (provided that the failure to provide such notice shall not result in such payment not being applied to the Obligations or such payment being deemed not made).
- (f) If acceleration of the time for payment of any Obligation by the Borrower is stayed by reason of the insolvency or receivership of the Borrower or otherwise, all Obligations otherwise subject to acceleration under the terms of any Finance Document shall nonetheless be payable by the Guarantors hereunder forthwith on demand by the Bank.

3. *Right of Contribution.*

Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder who has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 5 hereof. The provisions of this Section 3 shall in no respect limit the obligations and liabilities of any Guarantor to the Bank and the other Guaranteed Parties, and each Guarantor shall remain liable to the Bank and the other Guaranteed Parties for the full amount guaranteed by such Guarantor hereunder.

4. *Right of Set-off.*

In addition to any rights and remedies of the Bank and the other Guaranteed Parties provided by law, each Guarantor hereby irrevocably authorizes each Guaranteed Party, to the maximum extent permitted by applicable law, at any time and from time to time following the occurrence of an Enforcement Event without notice to such Guarantor or any other Guarantor, any such notice being expressly waived by each Guarantor, upon any amount becoming due and payable by such Guarantor hereunder (whether at stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount (whether or not such Guaranteed Party shall have made any demand hereunder) any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case, whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Guaranteed Party to or for the credit or the account of such Guarantor. Each Guaranteed Party shall notify such Guarantor promptly of any such set-off and the appropriation and application made by such Guaranteed Party, provided that the failure to give such notice shall not affect the validity of such set-off or appropriation and application.

5. *Deferral of Subrogation and Contribution.*

Notwithstanding any payment or payments made by any of the Guarantors hereunder or any set-off or appropriation and application of funds of any of the Guarantors by the Bank or any other Guaranteed Party, no Guarantor shall be entitled to exercise any rights of subrogation with respect to any of the rights of the Bank or any other Guaranteed Party against the Borrower or any Guarantor or guarantee or right of offset held by the Bank or any other Guaranteed Party for the payment of the Obligations, nor shall any Guarantor seek or be entitled to seek any recourse, contribution or reimbursement from the Borrower or any Guarantor in respect of payments made by such Guarantor hereunder, in each case, until the Maturity Date. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time prior to the Maturity Date, such amount shall be held by such Guarantor in trust for the Bank and the other Guaranteed Parties or, in the event that a trust is not recognized by the law applicable to such Guarantor, as agent for and on behalf of the Bank and the other Guaranteed Parties, and such amount shall, forthwith upon receipt by such Guarantor, be turned over to the Bank in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Bank, if required), to be applied against the Obligations, whether due or to become due, in such order as the Bank may determine; provided that nothing herein shall be effective to create a charge or other Security over any such amount held by such Guarantor, whether or not requiring registration under any applicable law.

6. *Amendments, etc., with Respect to the Obligations; Waiver of Rights.*

- (a) Subject to Section 8, the obligations of each Guarantor under this Guaranty shall be unconditional and absolute, and without limiting the foregoing, each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, (a) any demand for payment of any of the Obligations made by the Bank or any other Guaranteed Party may be rescinded by such party

and any of the Obligations continued, (b) the Obligations, or the liability of any other party upon or for any part thereof or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, settled, waived, surrendered or released by the Bank or any other Guaranteed Party or by operation of law, (c) each Facility Agreement, the other Finance Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented, extended or terminated, in whole or in part, as the Bank may deem advisable from time to time, and (d) any guarantee or right of offset at any time held by the Bank or any other Guaranteed Party for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. When making any demand hereunder against any Guarantor, the Bank or any other Guaranteed Party may, but shall be under no obligation to, make a similar demand on the Borrower or any other Guarantor or guarantor (and notwithstanding any provisions of applicable law to the contrary each Guarantor irrevocably waives any right it may have of requiring the Bank or any Guaranteed Party (or any person on its behalf) to proceed against or enforce any other rights or claim payment from the Borrower, any other Guarantor or any other person before making a demand against such Guarantor under the terms of this Guaranty), and any failure by the Bank or any other Guaranteed Party to make any such demand or to collect any payments from the Borrower or any Guarantor or guarantor or any release of any Guarantor or guarantor shall not relieve any Guarantor in respect of which a demand or collection is not made or any Guarantor not so released of its several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Bank or any other Guaranteed Party against any Guarantor. For the purposes hereof, "demand" shall include the commencement and continuance of any legal proceedings.

(b) Notwithstanding Section 6(a), each Guarantor waives:

(i) any right to set-off any claim it may have against the Bank or any Guaranteed Party under or in connection with this Guaranty against its obligations under or in connection this Guaranty;

(ii) any right to invoke the suspension or the termination of its obligations under or in connection with this Guaranty pursuant to section 6:139 of the Dutch Civil Code ("DCC"); and

(iii) to the fullest extent permitted by law, any right and defence under sections 6:9 (2), 6:154, 7:852, 7:853 and 7:855 DCC and any other right or defence accorded to it by law as guarantor.

#### 7. *Guaranty Absolute and Unconditional.*

Subject to Section 8, the obligations of each Guarantor under this Guaranty shall be unconditional and absolute, and without limiting the foregoing, each Guarantor waives any and all notice of the creation, contraction, incurrence, renewal, extension, amendment, waiver or accrual of any of the Obligations, and notice of or proof of reliance by the Bank or any other Guaranteed Party upon this Guaranty or acceptance of this Guaranty, the Obligations or any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended, waived or accrued, in reliance upon this Guaranty; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Bank and the other Guaranteed Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Obligations. Each Guarantor understands and agrees that this Guaranty shall be construed as a continuing, absolute and unconditional guarantee of payment and performance, to the maximum extent permitted by applicable law, and shall not be released, discharged or otherwise altered by (a) the invalidity, irregularity, non-perfection or unenforceability of each Facility Agreement or any other Finance Document, any of the Obligations or any other guarantee or right of offset with respect thereto at any time or from time to time held by the Bank or any other Guaranteed Party, (b) any defense, set-off or counterclaim (other than that the Obligations have been paid and performed in full (other than contingent obligations that are not yet due and payable)) that may at any time be available to or be asserted by the Borrower or any Guarantor against the Bank or any other Guaranteed Party in connection with the Finance Documents (c) any change in the corporate existence, structure or ownership of the Borrower, any Guarantor or any other person or any of their respective Subsidiaries, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, any Guarantor or any other person or any of their properties or assets or any resulting release or discharge of any obligation of the Borrower, any Guarantor or any other person under any Finance Document, (d) any provision of applicable law or regulation purporting to prohibit the

payment of any Obligation by the Borrower, any Guarantor or any other person, or (e) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) that constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for any of the Obligations, or of a Guarantor under this Guaranty, in bankruptcy or in any other instance (other than a release of any person that is no longer required to be a Guarantor pursuant to the Finance Documents). When pursuing its rights and remedies hereunder against any Guarantor, the Bank and any other Guaranteed Party may, but shall be under no obligation to, pursue such rights and remedies as it may have against the Borrower or any other person or against any guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Bank or any other Guaranteed Party to pursue such other rights or remedies or to collect any payments from the Borrower or any such other person or to realize upon any such guarantee or to exercise any such right of offset, or any release of the Borrower or any such other person or any such guarantee or right of offset, shall not relieve such Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Bank and the other Guaranteed Parties against such Guarantor. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Guarantor and the successors and assigns thereof, and shall inure to the benefit of the Bank and the other Guaranteed Parties, and their respective successors, indorsees, transferees and assigns, until the Maturity Date. A Guarantor shall automatically be released and discharged from its obligations hereunder upon (i) a sale or other disposition (including by way of consolidation or merger) of such Guarantor or the sale or disposition of all or substantially all the assets of such Guarantor (other than, in either case, to the Borrower or a Restricted Subsidiary), in each case, as not prohibited by the Facility Agreements, (ii) the designation in accordance with the Facility Agreements of the Guarantor as an Unrestricted Subsidiary or Immaterial Subsidiary or (iii) the occurrence of any event or transaction under clause 14.4(e) of each Facility Agreement. In addition to any release permitted by the preceding sentence, the Bank may release any Guarantor in its sole discretion in accordance with the Facility Agreements. In connection with any such release, the Bank shall execute and deliver to any Guarantor, at such Guarantor's expense, all documents that such Guarantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 7 shall be without recourse to or warranty by the Bank.

8. *Reinstatement and Limitations.*

- (a) This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Bank or any other Guaranteed Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any part of its property or assets, or otherwise, all as though such payments had been due but not made at such time.
- (b) Notwithstanding anything herein or in any other Finance Document to the contrary, each Guarantor's liability hereunder and under the other Finance Documents shall in no event exceed an aggregate amount that would render this Guaranty with respect to such Guarantor subject to avoidance under any applicable law.
- (c) A guarantee given by a Guarantor incorporated in the Netherlands shall not be valid and the right to enforce such guarantee shall be excluded to the extent that such guarantee constitutes unlawful financial assistance within the meaning of section 2:98c DCC.
- (d) In the case of any person that becomes a Guarantor pursuant to Section 20, such Guarantor's maximum liability shall in no event exceed the amount specified in the applicable Supplement hereto.
- (e) Any limitation applicable to a Guarantor set forth in this Section 8 will not limit or otherwise affect the liability or obligations of any other Guarantor hereunder.

9. *Payments.*

Each Guarantor hereby guarantees that payments hereunder will be paid to the Bank in Dollars or Euros, as applicable and depending on the currency of the underlying Obligations, without set-off, counterclaim, deduction or withholding or similar taxes, levies, imposts or other charges at the Bank's office. The provisions of clause 17.4 of the Facility A Agreement apply mutatis mutandis to this Guaranty and all payments made hereunder as though set out in full in this Guaranty.



10. *Representations and Warranties; Covenants.*

Each Guarantor hereby represents and warrants that the representations and warranties set forth in clause 12 of each Facility Agreement as they relate to such Guarantor or in the other Finance Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct in all material respects, and the Bank and each other Guaranteed Party shall be entitled to rely on each of them as if they were fully set forth herein.

11. *Authority of Bank.*

Each Guarantor acknowledges that the rights and responsibilities of the Bank under this Guaranty with respect to any action taken or not taken by the Bank or the exercise or non-exercise by the Bank of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Guaranty shall be exclusively governed by each Facility Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Bank and such Guarantor, the Bank shall be conclusively presumed to be acting as agent for the Guaranteed Parties with full and valid authority so to act or refrain from acting, and no Guarantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

12. *Joint and Several Obligations.*

The Guarantors' obligations under this Guaranty are joint and several (*hoofdelijke verbintenissen*).

13. *Notices.*

All notices, requests and demands pursuant hereto shall be made in accordance with clause 21 of the Facility A Agreement. All communications and notices hereunder to each Guarantor shall be given to each such Guarantor in care of the Borrower at the Borrower's address set forth in clause 21.2 of the Facility A Agreement.

14. *Counterparts.*

This Guaranty may be executed by one or more of the parties to this Guaranty on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., ".pdf")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Guaranty signed by all the parties shall be lodged with the Bank and the Borrower. The words "execution," "signed," "signature," and words of like import in this Guaranty or in any amendment, supplement or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

15. *Severability.*

Any provision of this Guaranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

16. *Integration.*

This Guaranty represents the agreement of each Guarantor and the Bank with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Borrower, the Bank or any other Guaranteed Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Finance Documents.

17. *Amendments in Writing; No Waiver; Cumulative Remedies.*

- (a) Other than in the case of the delivery of a Supplement by an additional Guarantor or the release or discharge of a Guarantor in accordance with the Finance Documents, none of the terms or provisions of this Guaranty may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each affected Guarantor and the Bank in accordance with clause 22.7 of the Facility A Agreement.
- (b) Neither the Bank nor any other Guaranteed Party shall by any act (except by a written instrument pursuant to Section 17(a) hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Bank or any other Guaranteed Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Bank or any other Guaranteed Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Bank or any Guaranteed Party would otherwise have on any future occasion.
- (c) The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

18. *Section Headings.*

The Section headings used in this Guaranty are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

19. *Successors and Assigns.*

This Guaranty shall be binding upon the successors and assigns of each Guarantor (unless such successor or assignee is not required to be a Guarantor pursuant to the Facility Agreements) and shall inure to the benefit of the Bank and the other Guaranteed Parties and their respective successors and permitted assigns. If all or any part of the Bank's or any other Guaranteed Party's interest in any Obligation is assigned or otherwise transferred in accordance with the Facility Agreements, the transferor's rights hereunder, to the extent applicable to the obligation so transferred, shall be automatically transferred with such obligation. No Guarantor may assign, transfer or delegate any of its rights or obligations under this Guaranty without the prior written consent of the Bank other than as permitted under the Facility Agreements; provided that a merger, consolidation, amalgamation or similar transaction that is not prohibited by the Facility Agreements shall not constitute an assignment or transfer.

20. *Additional Guarantors.*

Each Subsidiary of the Borrower that is required to become a party to this Guaranty pursuant to clause 14.4 of each Facility Agreement shall become a Guarantor, with the same force and effect as if originally named as a Guarantor herein, for all purposes of this Guaranty upon execution and delivery by such Subsidiary of a Supplement in the form of Annex A hereto. The execution and delivery of any instrument adding an additional Guarantor as a party to this Guaranty shall not require the consent of any other Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party to this Guaranty.

21. *Governing law*

This Guaranty (including Section 22 (Jurisdiction)) and any non-contractual obligations arising out of or in connection with it are governed by Dutch law.

22. *Jurisdiction*

The courts of the Netherlands have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Guaranty (including a dispute regarding the existence, validity or termination of this Guaranty or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Guaranty.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, each of the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

**NXP SEMICONDUCTORS N.V.**

/s/ Luc de Dobbeleer

\_\_\_\_\_  
Name: Luc de Dobbeleer

Title: Authorised person

**NXP USA, INC.**

/s/ Jennifer Wuamett

\_\_\_\_\_  
Name: Jennifer Wuamett

Title: President

/s/ Timothy Shelhamer

\_\_\_\_\_  
Name: Timothy Shelhamer

Title: Assistant Secretary

**NXP FUNDING LLC**

/s/ Luc de Dobbeleer

\_\_\_\_\_  
Name: Luc de Dobbeleer

Title: President

/s/ Jennifer Wuamett

\_\_\_\_\_  
Name: Jennifer Wuamett

Title: Vice President

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**Bank**

**EUROPEAN INVESTMENT BANK**

/s/ Nathalie Climence

Name: Nathalie Climence

Title: Authorised representative

/s/ Tom Nguyen

Name: Tom Nguyen

Title: Authorised representative

## ANNEX A

**SUPPLEMENT NO. [•]** dated as of [•], 20[•] (this “**Supplement**”) to the Guaranty, dated as of \_\_\_\_ November 2024 (as amended, amended and restated, supplemented (including by this Supplement) and otherwise modified from time to time, the “**Guaranty**”; capitalized terms used herein and not otherwise defined herein have the respective meanings given to them in the Guaranty), made by the Guarantors in favor of the Bank.

A. Reference is hereby made to the Facility Agreements.

C. The Guarantors have entered into the Guaranty in order to induce the Bank to enter into each Facility Agreement and the Bank to make the Loans to the Borrower under each Facility Agreement. Clause 14.4 of each Facility Agreement and Section 20 of the Guaranty provide that additional Subsidiaries of the Borrower may become Guarantors under the Guaranty by execution and delivery of an instrument in the form of this Supplement. [Each][The] undersigned Subsidiary of the Borrower ([each, a][the] “**New Guarantor**”) is executing this Supplement in accordance with the requirements of each Facility Agreement to become a Guarantor under the Guaranty as consideration for the Loans previously made and/or outstanding Commitments to make Loans, as the case may be.

Accordingly, the Bank and [each][the] New Guarantor agrees as follows:

**SECTION 1.** In accordance with Section 20 of the Guaranty, on and from the date of this Supplement (the “**Effective Date**”), [each][the] New Guarantor by its signature below becomes a Guarantor under the Guaranty with the same force and effect as if originally named therein as a Guarantor and [each][the] New Guarantor hereby (a) agrees to all the terms and provisions of, and assumes all of the liabilities and obligations under, the Guaranty applicable to it as a Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct in all material respects on and as of the date hereof. On and from the Effective Date each reference to a Guarantor in the Guaranty shall be deemed to include [each][the] New Guarantor. All of the provisions of the Guaranty are hereby incorporated herein by reference. [Each][The] New Guarantor’s maximum liability under the Guaranty and the other Finance Documents shall [be as set forth in Section 8 of the Guaranty].

**SECTION 2.** [Each][The] New Guarantor represents and warrants to the Bank and the other Guaranteed Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

**SECTION 3.** This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., “.pdf")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Borrower and the Bank. [This Supplement shall become effective as to [each][the] New Guarantor when the Bank shall have received counterparts of this Supplement bear the signature of [such] [the] New Guarantor. The words “execution,” “signed,” “signature,” and words of like import in this Supplement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

**SECTION 4.** Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

**SECTION 5.** This Supplement and any non-contractual obligations arising out of or in connection with it are governed by Dutch law.

**SECTION 6.** Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Guaranty, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 7.** All notices, requests and demands pursuant hereto shall be made in accordance with clause 21 of the Facility A Agreement. All communications and notices hereunder to [each][the] New Guarantor shall be given to it in care of the Borrower at the Borrower's address set forth in clause 21.2 of the Facility A Agreement.

**SECTION 8.** [Each][The] New Guarantor agrees to reimburse the Bank for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented out-of-pocket fees, disbursements and other charges of counsel for the Bank, in accordance with the Facility A Agreement or the Facility B Agreement (as applicable).

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, [each][the] New Guarantor and the Bank have duly executed this Supplement to the Guaranty as of the day and year first above written.

**[• NAME GUARANTOR]**

\_\_\_\_\_  
Name:  
Title: Authorised representative

\_\_\_\_\_  
Name:  
Title: Authorised representative

**Bank**  
**EUROPEAN INVESTMENT BANK**

\_\_\_\_\_  
Name:  
Title: Authorised representative

\_\_\_\_\_  
Name:  
Title: Authorised representative

**Commercial Paper Dealer Agreement 4(a)(2) Program**

Among:

**NXP B.V.,  
NXP Funding LLC,  
and  
NXP USA, Inc.,**

jointly, as Issuers,

**NXP Semiconductors N.V.,**

as Parent Guarantor,

and

[\*\*\*], as Dealer

Concerning Notes to be issued pursuant to a Commercial Paper Issuing and Paying Agent Agreement, dated as of [\*\*\*], 2024, among the Issuers, the Parent Guarantor and [\*\*\*], as Issuing and Paying Agent

Dated as of November 21, 2024

\* The Dealer Agreements are substantially identical in all material respects except as to the Dealer party thereto.



## Commercial Paper Dealer Agreement 4(a)(2) Program; Guaranteed

This commercial paper dealer agreement (this “Agreement”) sets forth the understandings among NXP B.V., a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in The Netherlands (“NXP B.V.”), NXP Funding LLC, a Delaware limited liability company (“NXP Funding”), and NXP USA, Inc., a Delaware corporation (together with NXP Funding and NXP B.V., each an “Issuer” and collectively, the “Issuers”), NXP Semiconductors N.V., a Dutch public limited liability company (*naamloze vennootschap*) incorporated in The Netherlands (the “Parent Guarantor”), and the Dealer named on the cover page hereof in connection with the issuance and sale by the Issuers, on a joint and several basis, of their short-term promissory notes (the “Notes”) through the Dealer.

The Parent Guarantor has agreed to unconditionally and irrevocably guarantee payment in full of the principal of and interest (if any) on the Notes pursuant to a Guaranty, dated as of the date hereof (the “Guaranty,” and together with the Notes, the “Securities”). For the avoidance of doubt, references in this Agreement to a “Note” or “Notes” shall, unless the context otherwise requires, be deemed also to refer to the Guaranty.

Certain terms used in this Agreement are defined in Section 6 hereof.

The Addendum to this Agreement, and any Annexes or Exhibits described in this Agreement or such Addendum, are hereby incorporated into this Agreement and made fully a part hereof.

### 1. OFFERS, SALES AND REALES OF NOTES AND GUARANTEES.

- 1.1 While (i) none of the Issuers or the Parent Guarantor have or shall have any obligation to sell any Securities to the Dealer or to permit the Dealer to arrange any sale of any Securities for the account of the Issuers or the Parent Guarantor, and (ii) the Dealer has and shall have no obligation to purchase the Securities from the Issuers or the Parent Guarantor or to arrange any sale of the Securities for the account of the Issuers or the Parent Guarantor, the parties hereto agree that in any case where the Dealer purchases Securities from the Issuers and the Parent Guarantor, or arranges for the sale of Securities by the Issuers and the Parent Guarantor, such Securities will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuers and the Parent Guarantor contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein and sold by the Issuers and the Parent Guarantor in reliance on the covenants and agreements of the Dealer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein.
- 1.2 So long as this Agreement shall remain in effect, and in addition to the limitations contained in Section 1.7 hereof, none of the Issuers or the Parent Guarantor shall, without the consent of the Dealer, offer, solicit or accept offers to purchase, or sell, any Securities except (a) in transactions with one or more dealers which may from time to time after the date hereof become dealers with respect to the Securities by executing with the Issuers and the Parent Guarantor one or more

agreements which contain provisions substantially identical to those contained in Section 1 of this Agreement, of which the Issuers and the Parent Guarantor hereby undertake to provide the Dealer prompt notice or (b) in transactions with the other dealers listed on the Addendum hereto, which are executing agreements with the Issuers and the Parent Guarantor which contain provisions substantially identical to Section 1 of this Agreement contemporaneously herewith or have executed agreements with the Issuers and the Parent Guarantor prior to the date hereof which contain such provisions (in the case of clauses (a) and (b), each an "Other Dealer" and collectively, the "Other Dealers"). In no event shall any Issuer or the Parent Guarantor offer, solicit or accept offers to purchase, or sell, any Securities directly on their own behalf in transactions with persons other than Other Dealers as specifically permitted in this Section 1.2.

- 1.3 The Notes shall have a minimum Face Amount of \$250,000 or integral multiples of \$1,000 in excess thereof, will bear such interest rates, if interest bearing, or will be sold at such discount from their Face Amounts, as shall be agreed upon by the Dealer and the Issuers, shall have a maturity not exceeding three hundred ninety-seven (397) days from the date of issuance and may have such terms as are specified in Exhibit B hereto, the Private Placement Memorandum or a pricing supplement, or as otherwise agreed upon by the applicable purchaser and the Issuers. The Notes shall not contain any provision for extension, renewal or automatic "rollover."
- 1.4 The authentication and issuance of, and payment for, the Notes shall be effected in accordance with the Issuing and Paying Agent Agreement, and the Notes shall be either individual physical certificates or book-entry notes evidenced by one or more master notes (each, a "Master Note") registered in the name of The Depository Trust Company ("DTC") or its nominee, in the form or forms annexed to the Issuing and Paying Agent Agreement.
- 1.5 If the Issuers and the Dealer shall agree on the terms of the purchase of any Note by the Dealer or the sale of any Note arranged by the Dealer (including, but not limited to, agreement with respect to the date of issue, purchase price, principal amount, maturity and interest rate or interest rate index and margin (in the case of interest-bearing Notes) or discount thereof (in the case of Notes issued on a discount basis), and appropriate compensation for the Dealer's services hereunder) pursuant to this Agreement, the Issuers shall cause such Note to be issued and delivered in accordance with the terms of the Issuing and Paying Agent Agreement and payment for such Note shall be made by the purchaser thereof, either directly or through the Dealer, to the Issuing and Paying Agent, for the account of the Issuers. Except as otherwise agreed, in the event that the Dealer is acting as an agent and a purchaser shall either fail to accept delivery of or make payment for a Note on the date fixed for settlement, the Dealer shall promptly notify the Issuers, and if the Dealer has theretofore paid the Issuers for the Note, the Issuers will promptly return such funds to the Dealer against its return of the Note to the Issuers, in the case of a certificated Note, and upon notice of such failure in the case of a book-entry Note.

- 1.6 Each of the Dealer, the Issuers and the Parent Guarantor hereby establish and agree to observe the following procedures in connection with offers, sales and subsequent resales or other transfers of the Notes:
- (a) Offers and sales of the Notes by or through the Dealer shall be made only to: (i) investors reasonably believed by the Dealer to be Qualified Institutional Buyers or Institutional Accredited Investors or (ii) non-bank fiduciaries or agents that will be purchasing Notes for one or more accounts, each of which is reasonably believed by the Dealer to be an Institutional Accredited Investor.
  - (b) Resales and other transfers of the Notes by the holders thereof shall be made only in accordance with the restrictions in the legend described in clause (e) below.
  - (c) No general solicitation or general advertising shall be used in connection with the offering of the Securities. Without limiting the generality of the foregoing, without the prior written approval of the Dealer, none of the Issuers or the Parent Guarantor shall issue any press release or place or publish any “tombstone” or other advertisement relating to the offer and sale of the Securities. Notwithstanding the foregoing, (i) any publication by any Issuer and/or the Parent Guarantor of a notice in accordance with Rule 135c under the Securities Act shall not be deemed to constitute general solicitation or general advertising hereunder and shall not require prior written approval of the Dealer (provided that the Issuers and/or the Parent Guarantor shall provide a copy thereof to the Dealer at least three (3) business days prior to publication) and (ii) the Issuers and the Parent Guarantor shall be permitted to make such filings with the SEC that the Issuers or the Parent Guarantor, as applicable, reasonably determine are required to comply with Section 13 or 15(d) of the Exchange Act, and the Dealer acknowledges the Parent Guarantor intends to file a Current Report on Form 8-K on or about the date hereof with respect to transactions contemplated hereby; provided, however, that unless otherwise prohibited by applicable securities laws, rules and regulations, the Issuers and/or the Parent Guarantor, as applicable, shall omit the name of the Dealer from any publicly available filing (including any Current Report on Form 8-K) made by any Issuer or the Parent Guarantor that makes reference to the Securities, the issuance, offer or sale of the Securities or this Agreement, including by redacting the Dealer’s name and any contact or other information that could identify the Dealer from any agreement or other information included in such filing. For the avoidance of doubt, none of the Issuers or the Parent Guarantor shall post the Private Placement Memorandum on a website without the consent of the Dealer and each other dealer or placement agent, if any, for the Securities.

- (d) No sale of Notes to any one purchaser shall be for less than \$250,000 Face Amount, and no Note shall be issued in a smaller Face Amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom such purchaser is acting must purchase at least \$250,000 Face Amount of Notes.
- (e) Offers and sales of the Securities shall be subject to the restrictions described in the legend appearing on Exhibit A hereto. A legend substantially to the effect of such Exhibit A shall appear as part of the Private Placement Memorandum used in connection with offers and sales of Securities hereunder, as well as on each individual certificate representing a Note or Guaranty and each Master Note representing book-entry Notes offered and sold pursuant to this Agreement.
- (f) The Dealer shall furnish or shall have furnished to each purchaser of any Notes for which it has acted as the Dealer a copy of the then-current Private Placement Memorandum unless such purchaser has previously been furnished a copy of the Private Placement Memorandum as then in effect. The Private Placement Memorandum shall expressly state that any person to whom Notes are offered shall have an opportunity to ask questions of, and receive information from, the Issuers, the Parent Guarantor and the Dealer and shall provide the names, addresses and telephone numbers of the persons from whom information regarding the Issuers and the Parent Guarantor may be obtained.
- (g) The Issuers and the Parent Guarantor, jointly and severally, agree, for the benefit of the Dealer and each of the holders and prospective purchasers from time to time of the Notes that, if at any time any Issuer or the Parent Guarantor shall not be subject to Section 13 or 15(d) of the Exchange Act (other than by operation of an applicable exemption thereunder, such as Rule 12h-5), such Issuer or the Parent Guarantor, as applicable, will furnish, upon request and at their expense, to the Dealer and to holders and prospective purchasers of Notes information required by Rule 144A(d)(4)(i) in compliance with Rule 144A(d).
- (h) In the event that any Securities offered or to be offered by the Dealer would be ineligible for resale under Rule 144A, the Issuers shall promptly notify the Dealer (by telephone, confirmed in writing, or electronic mail) of such fact and shall promptly prepare and deliver to the Dealer an amendment or supplement to the Private Placement Memorandum describing the Securities that are ineligible, the reason for such ineligibility and any other relevant information relating thereto.
- (i) Each of the Issuers and the Parent Guarantor represents that none of the Issuers nor the Parent Guarantor is currently issuing commercial paper in the United States market in reliance upon the exemption provided by Section 3(a)(3) of the Securities Act. Each of the Issuers and the Parent Guarantor agrees that, if any Issuer or the Parent Guarantor shall issue commercial paper after the date hereof in reliance upon such exemption

(a) the proceeds from the sale of the Notes will be segregated from the proceeds of the sale of any such commercial paper by being placed in a separate account, (b) each of the Issuers and the Parent Guarantor will institute appropriate corporate procedures to ensure that the offers and sales of notes issued by the Issuers or the Parent Guarantor, as the case may be, pursuant to the Section 3(a)(3) exemption are not integrated with offerings and sales of Notes hereunder and (c) the Issuers and the Parent Guarantor, as applicable, will comply with each of the requirements of Section 3(a)(3) of the Securities Act in selling commercial paper or other short-term debt securities other than the Notes in the United States.

1.7 Each of the Issuers and the Parent Guarantor hereby represents and warrants to the Dealer, in connection with offers, sales and resales of the Securities, as follows:

- (a) Each of the Issuers and the Parent Guarantor hereby confirms to the Dealer that (except as permitted by Section 1.6(i)) within the preceding six months, none of the Issuers, the Parent Guarantor or any person other than the Dealer or the Other Dealers acting on behalf of an Issuer or the Parent Guarantor has offered or sold any Securities, or any substantially similar security of an Issuer or the Parent Guarantor, to, or solicited offers to buy any such security from, any person other than the Dealer or the Other Dealers. Each of the Issuers and the Parent Guarantor also agrees that (except as permitted by Section 1.6(i)), as long as the Notes are being offered for sale by the Dealer and the Other Dealers as contemplated hereby, and until at least six months after the offer of Notes hereunder has been terminated, none of the Issuers, the Parent Guarantor or any person other than the Dealer or the Other Dealers (except as contemplated by Section 1.2 hereof) will offer the Securities or any substantially similar security of any Issuer or the Parent Guarantor for sale to, or solicit offers to buy any such security from, any person other than the Dealer or the Other Dealers; provided that it is understood that such agreement is made with a view to bringing the offer and sale of the Securities within the exemption provided by Section 4(a)(2) of the Securities Act and shall survive any termination of this Agreement. Each of the Issuers and the Parent Guarantor hereby (i) represents and warrants that it has not taken or omitted to take, and (ii) covenants that it will not take, or omit to take, in each case, any action, which action (or the absence thereof, in the case of an omission) would cause the offering and sale of Securities hereunder to be integrated with any other offering of securities, whether such offering is made by an Issuer, the Parent Guarantor or some other party or parties.
- (b) Each of the Issuers and the Parent Guarantor represents and agrees that the proceeds of the sale of the Notes are not currently contemplated to be used for the purpose of buying, carrying or trading securities within the meaning of Regulation T and the interpretations thereunder by the Board of Governors of the Federal Reserve System. In the event that any Issuer

determines to use such proceeds for the purpose of buying, carrying or trading securities, whether in connection with an acquisition of another company or otherwise, the Issuers shall give the Dealer at least five (5) business days' prior written notice to that effect. The Issuers shall also give the Dealer prompt notice of the actual date that any Issuer commences to purchase securities with the proceeds of the Notes. Thereafter, in the event that the Dealer purchases Notes as principal and does not resell such Notes on the day of such purchase, to the extent necessary to comply with Regulation T and the interpretations thereunder, the Dealer will sell such Notes either (i) only to offerees it reasonably believes to be Qualified Institutional Buyers or to Qualified Institutional Buyers it reasonably believes are acting for other Qualified Institutional Buyers, in each case in accordance with Rule 144A or (ii) in a manner which would not cause a violation of Regulation T and the interpretations thereunder.

- 1.8 No Issuer shall issue Notes, or request the Dealer to offer and sell Notes, to the extent that after giving effect to such issuance and the application of the proceeds thereof, the aggregate Face Amount of outstanding Notes under the Program would exceed the Maximum Amount. The Issuers may from time to time increase the Maximum Amount by:
- (a) giving at least three (3) calendar days' notice by letter substantially in the form attached hereto as Exhibit C (the "Notification Letter for an Increase in the Maximum Amount") to the Dealer and the Issuing and Paying Agent; and
  - (b) delivery of (i) a certificate from a duly authorized officer of each of the Issuers and the Parent Guarantor confirming that no changes have been made to the organizational documents of the Issuers and the Parent Guarantor since the date certified copies thereof were most recently delivered to the Dealer or, if there has been any such change, a certified copy of the related organizational documents currently in force; (ii) certified copies of all documents evidencing the internal authorization and approval required to be adopted by each of the Issuers and the Parent Guarantor for such an increase in the Maximum Amount; (iii) an updated or supplemental Private Placement Memorandum reflecting the increase in the Maximum Amount of the Program; (iv) legal opinion(s) of counsel to the Issuers and the Parent Guarantor addressed to the Dealer, in form and substance reasonably satisfactory to the Dealer; (v) evidence from each nationally recognized statistical rating organization (as such term is defined in Section 3(a)(62) of the Exchange Act) providing a rating of the Notes either (A) that such rating has been confirmed after giving effect to the increase in the Maximum Amount or (B) setting forth any change in the rating of the Notes after giving effect to the increase in the Maximum Amount; and (vi) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

**2. REPRESENTATIONS AND WARRANTIES OF THE ISSUERS AND THE PARENT GUARANTOR.**

Each of the Issuers and the Parent Guarantor, jointly and severally, represents and warrants that:

- 2.1 Each of the Issuers and the Parent Guarantor has been duly organized or incorporated, as the case may be, is validly existing as a corporation or other entity under the laws of the jurisdiction of its incorporation or formation, is a corporation or other entity in good standing, where such concept exists, under the laws of the jurisdiction of its incorporation or formation, and has all the requisite power and authority to execute, deliver and perform its obligations under the Program Documents to which it is a party and to consummate the issuance and sale of, and the performance of obligations under, the Notes and the Guaranty contemplated in connection therewith.
- 2.2 Each Program Document to which each of the Issuers or the Parent Guarantor is party has been duly authorized, executed and delivered by such Issuers or the Parent Guarantor, as applicable, and constitute legal, valid and binding obligations of such Issuers or the Parent Guarantor, as applicable, enforceable against such Issuers or the Parent Guarantor, as applicable, in accordance with their terms, subject to applicable bankruptcy, administration, reorganization, financial assistance, fraudulent transfer, insolvency and similar laws relating to or affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and limitations on rights to indemnity and contribution imposed by applicable law.
- 2.3 The Notes have been duly authorized by each of the Issuers, and when issued as provided in the Issuing and Paying Agent Agreement, will be duly and validly issued and will constitute legal, valid and binding joint and several obligations of the Issuers enforceable against the Issuers in accordance with their terms, subject to applicable bankruptcy, administration, reorganization, financial assistance, fraudulent transfer, insolvency and similar laws relating to or affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
- 2.4 The Guaranty has been duly authorized, executed and delivered by the Parent Guarantor, and constitutes the legal, valid and binding obligation of the Parent Guarantor, enforceable against the Parent Guarantor in accordance with its terms, subject to applicable bankruptcy, administration, reorganization, financial assistance, fraudulent transfer, insolvency and similar laws relating to or affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

- 2.5 Assuming compliance by the Dealer with the terms applicable to it set forth in Section 1.6 of the Agreement, the offer, sale and initial resale of the Securities in the manner contemplated hereby do not require registration of the Securities under the Securities Act, and no indenture in respect of the Securities is required to be qualified under the Trust Indenture Act of 1939, as amended.
- 2.6 The Securities will rank at least pari passu in right of payment with all other unsubordinated indebtedness of each of the Issuers and the Parent Guarantor, respectively.
- 2.7 Assuming compliance by the Dealer with the terms applicable to it set forth in Section 1.6 of this Agreement, no consent or action of, or filing or registration with, any governmental or public regulatory body or authority having jurisdiction over any of the Issuers or the Parent Guarantor, as applicable, is required to authorize, or is otherwise required in connection with the execution, delivery or performance of, the Program Documents to which each of the Issuers or the Parent Guarantor is a party or the consummation by the Issuers of the issuance and sale of, or the performance of their respective obligations under the Notes contemplated thereby, or the consummation by the Parent Guarantor of the issuance of, or the performance of its obligations under, the Guaranty, except (i) the filing by the Parent Guarantor of a Current Report on Form 8-K with the SEC, if the Parent Guarantor reasonably determines such filing is required or advisable, or (ii) as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.
- 2.8 Neither the execution and delivery of any Program Documents to which the Issuers or the Parent Guarantor, as applicable, is a party nor the issuance of the Securities in accordance with the Issuing and Paying Agent Agreement, nor the fulfillment of or compliance with the terms and provisions hereof or thereof by any Issuer or the Parent Guarantor, as applicable, will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of any Issuer or the Parent Guarantor, as applicable, or (ii) violate or result in a breach or a default under any of the terms of (a) the organizational documents of any of the Issuers or the Parent Guarantor, (b) any contract or instrument to which any of the Issuers or the Parent Guarantor is a party or by which it or its property is bound, or (c) any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality, to which any of the Issuers or the Parent Guarantor is subject or by which it or its property is bound, except any violation, breach or default with respect clauses (b) or (c) insofar as would not reasonably be expected to have a Material Adverse Effect or a material adverse effect on the power or ability of any Issuer or the Parent Guarantor to consummate the transactions contemplated by the Program Documents to which it is a party, including any Notes evidenced by the Master Note.



- 2.9 There is no litigation or governmental proceeding pending, or to the knowledge of the Parent Guarantor threatened, against or affecting the Parent Guarantor or any of its subsidiaries (including the Issuers) other than proceedings accurately described in the Company Information or proceedings that would not reasonably be expected to have a Material Adverse Effect or a material adverse effect on the power or ability of any Issuer or the Parent Guarantor to consummate the transactions contemplated by the Program Documents to which it is a party, including any Notes evidenced by the Master Note.
- 2.10 None of the Issuers or the Parent Guarantor is required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.
- 2.11 Neither the Private Placement Memorandum nor the Company Information (in each case other than the Dealer Information) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- 2.12 None of the Issuers, the Parent Guarantor, or any of their respective subsidiaries or controlled affiliates, or any director or executive officer or, to the Issuers’ and the Parent Guarantor’s knowledge, any other officer, employee, agent or representative of the Issuers or the Parent Guarantor or of any of their respective subsidiaries or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or the giving of money, property, gifts or anything else of value, directly or indirectly, to any “government official” (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and the Parent Guarantor and its subsidiaries (including the Issuers) and controlled affiliates have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein. No part of the proceeds of the offering and sale of the Notes will be used, directly or indirectly, in violation of applicable anti-corruption laws, or the rules or regulations thereunder.
- 2.13 The operations of each of the Issuers, the Parent Guarantor and their respective subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements, including, without limitation, those of the Currency and Foreign Transactions Reporting Act of 1970, as amended (including by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001), and the applicable anti-money laundering laws of jurisdictions where each of the Issuers and the Parent Guarantor and their respective subsidiaries, respectively, conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced

by any governmental agency (collectively, the “Anti-Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuers or the Parent Guarantor with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of any of the Issuers or the Parent Guarantor, threatened.

- 2.14 None of the Issuers or the Parent Guarantor and none of their respective subsidiaries, directors, officers, employees, and to the knowledge of any Issuer or the Parent Guarantor, none of their respective agents, representatives or affiliates (i) is a Sanctioned Person or (ii) will, directly or indirectly, use the proceeds of the Notes, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (x) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, (1) is a Sanctioned Person, or (2) is in any Sanctioned Country, in violation of Sanctions, or (y) in any manner that will result in a violation of any Sanctions by any person (including any person participating in the offering of Notes, whether as dealer, advisor, investor or otherwise).
- 2.15 Except as has been disclosed to the Dealer in writing, none of the Issuers or the Parent Guarantor and none of their respective subsidiaries or affiliates has knowingly engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding three (3) years, nor does any of the Issuers or the Parent Guarantor or any their respective subsidiaries or affiliates have any plans to increase its dealings or transactions, or commence dealings or transactions, with or for the benefit of Sanctioned Persons, or with or in Sanctioned Countries.
- 2.16 Each Issuer and the Parent Guarantor has the power to submit, and pursuant to Section 7.3 of this Agreement has or will have, as the case may be, and to the extent permitted by law, legally, validly, effectively and irrevocably submitted, to the jurisdiction of any New York State or United States Federal court sitting in The City of New York, and has the power to designate, appoint and empower, and pursuant to Section 7.3 of this Agreement, has or will have, as the case may be, legally, validly and effectively designated, appointed and empowered an agent for service of process in any suit or proceeding based on or arising under this Agreement in any New York State or United States Federal court sitting in The City of New York.
- 2.17 Under the laws of The Netherlands, neither NXP B.V. nor the Parent Guarantor nor any of their respective revenues, assets or properties has any right of immunity from service of process or from the jurisdiction of competent courts of The Netherlands or the United States or the State of New York in connection with any suit, action or proceeding, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment or from any other legal process with respect to its obligations under this Agreement, the Guaranty, the Issuing and Paying Agent Agreement or the Notes, as applicable; provided that assets located in The Netherlands that are destined for the public service (*goederen bestemd voor de openbare dienst*) may not be attached whether by pre-judgment attachment or attachment for the purpose of a foreclosure sale.

- 2.18 Each of NXP B.V. and the Parent Guarantor is permitted to make all payments under, in connection with or arising out of this Agreement, the Issuing and Paying Agent Agreement, the Guaranty and the Notes, as applicable, and the transactions contemplated hereby and thereby to the Dealer and to holders of the Notes that are non-residents of The Netherlands, free and clear of and without deduction or withholding for or on account of any taxes or other governmental charges imposed by The Netherlands. There is no stamp or documentary tax or other similar charge imposed by any governmental agency having jurisdiction over NXP B.V. or the Parent Guarantor in connection with the execution, delivery, issuance, payment, performance, enforcement or introduction into evidence in a court of The Netherlands of this Agreement, the Guaranty, the Issuing and Paying Agent Agreement or any Note.
- 2.19 The choice of New York law to govern this Agreement, the Issuing and Paying Agent Agreement, the Guaranty and the Notes is, under the laws of The Netherlands, a valid, effective and irrevocable choice of law and will be recognized by Dutch courts, subject to the limitations of the Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (“Rome I”), and the submission by each of NXP B.V. and the Parent Guarantor in Section 7.3(b) of this Agreement to the jurisdiction of the federal courts of the United States and the courts of the State of New York, in each case located in the Borough of Manhattan, is valid and binding upon each of NXP B.V. and the Parent Guarantor under the laws of The Netherlands, subject to the Council Regulation (EC) No. 1215/2012 of 12 December 2012 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (Recast) and the rules and regulations promulgated pursuant thereto (the “Recast Enforcement Regulation”), the Convention of 30 October 2007 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (the “Lugano II Convention”), and any instrument or national legislation referred to in Article 67 of the Recast Enforcement Regulation or the Lugano II Convention, and limited exceptions contained in the Netherlands Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).
- 2.20 Any final judgment rendered by a competent court of the United States or the State of New York in an action to enforce the obligations of NXP B.V. or the Parent Guarantor under this Agreement, the Issuing and Paying Agent Agreement, the Guaranty or the Notes is capable of being enforced in the courts of The Netherlands; provided that in the absence of an enforcement treaty between The Netherlands and the United States, a judgment of a United States court would not automatically be recognized or enforceable in The Netherlands and consequently the dispute would have to be re-litigated before the competent Netherlands court in order to obtain a judgment in respect of this Agreement that can be enforced in The Netherlands against NXP B.V. or the Parent Guarantor.

- 2.21 As a condition to the admissibility in evidence of this Agreement, the Issuing and Paying Agent Agreement, the Guaranty or the Notes in the courts of The Netherlands, it is not necessary that this Agreement, the Issuing and Paying Agent Agreement, the Guaranty or the Notes be filed or recorded with any court or other authority. All documentary evidence to be submitted to a court in The Netherlands and which is not in the English, German or French language must be in, or translated into, the Dutch language and, if so requested by the court, certified by a duly qualified official translator in The Netherlands. Unless contrary to principles of due process, a court in The Netherlands will allow documentary evidence in the English, German or French language without a translation. The court can require that documentary evidence in the English, German or French language is translated into the Dutch language.
- 2.22 It is not necessary that the Dealer or any holder of a Note be licensed or otherwise qualified to conduct business in The Netherlands in order to enforce the obligations of NXP BV or the Parent Guarantor in The Netherlands. It is not necessary that the Dealer be licensed or otherwise qualified to conduct business in The Netherlands solely by reason of the execution, delivery and performance of this Agreement or the consummation of such transactions contemplated thereby.
- 2.23 Each (a) issuance of Notes by the Issuers hereunder and (b) amendment or supplement of the Private Placement Memorandum shall be deemed a representation and warranty by each of the Issuers and the Parent Guarantor to the Dealer, as of the date thereof, that, both before and after giving effect to such issuance and after giving effect to such amendment or supplement, (i) the representations and warranties given by each of the Issuers and the Parent Guarantor set forth in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) in the case of an issuance of Notes, the Notes being issued on such date have been duly and validly issued and constitute the legal, valid and binding joint and several obligations of the Issuers, enforceable against the Issuers in accordance with their terms, subject to applicable bankruptcy, administration, reorganization, financial assistance, fraudulent transfer, insolvency and similar laws relating to or affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), (iii) in the case of an issuance of Notes, since the date of the most recent Private Placement Memorandum, there has been no material adverse change in the condition (financial or otherwise), operations or business prospects of any Issuer or the Parent Guarantor which has not been disclosed to the Dealer in writing prior to the date of such issuance pursuant to Section 3.2 and (iv) none of the Issuers or the Parent Guarantor is in default of any of its obligations under (A) the Notes or the Guaranty, as applicable, or (B) any other Program Document to which it is party, which, in the case of a default under clause (B) of this subsection (iv), would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the power or ability of any Issuer or the Parent Guarantor to consummate the transactions contemplated by the Program Documents to which it is a party, including any Notes evidenced by the Master Note.

- 2.24 (i) There has been no security breach or other compromise of or relating to the Parent Guarantor or any of its subsidiaries' (including the Issuers) information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third-party data maintained by or on behalf of them), equipment or technology (collectively, "IT Systems and Data") and the Parent Guarantor and its subsidiaries (including the Issuers) have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data, (ii) the Parent Guarantor and its subsidiaries (including the Issuers) are in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of each of clause (i) and (ii) above, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect, and (iii) the Parent Guarantor and its subsidiaries (including the Issuers) have implemented backup and disaster recovery technology consistent with industry standards and practices.

### **3. COVENANTS AND AGREEMENTS OF THE ISSUERS AND THE PARENT GUARANTOR.**

Each of the Issuers and the Parent Guarantor, jointly and severally, covenants and agrees that:

- 3.1 The Issuers and the Parent Guarantor, as applicable, will give the Dealer prompt notice (but in any event prior to any subsequent issuance of Notes hereunder) of any amendment to, modification of or waiver with respect to, the Notes, the Guaranty or the Issuing and Paying Agent Agreement, including a complete copy of any such amendment, modification or waiver.
- 3.2 Upon any change in the condition (financial or otherwise), operations or business prospects or any development or occurrence in relation to each of the Issuers or the Parent Guarantor that would be material to holders of the Notes or potential holders of the Notes (including any public announcement of any downgrading or placement on credit watch for potential downgrading of any rating assigned to any securities of the Issuers or the Parent Guarantor, as applicable, by any nationally recognized statistical rating organization which has published a rating of the Notes), each of the Issuers and the Parent Guarantor shall promptly, and in any event prior to any issuance of Notes subsequent to the occurrence of any such change, development or occurrence, notify the Dealer (by telephone, confirmed in writing, or electronic mail) of the occurrence of such change, development or occurrence.

- 3.3 Each of the Issuers and the Parent Guarantor, as applicable, shall from time to time furnish to the Dealer such information as the Dealer may reasonably request (which information can be provided without unreasonable effort or expense), including, without limitation, any press releases or material provided by an Issuer or the Parent Guarantor to any national securities exchange or rating agency, regarding (i) the operations and financial condition of the Issuers or the Parent Guarantor, (ii) the due authorization and execution of the Notes and the Guaranty, (iii) the Issuers' ability to pay the Notes as they mature and (iv) the Parent Guarantors ability to fulfill its obligations under the Guaranty. The Issuers and the Parent Guarantor shall be deemed to have furnished such requested information if an Issuer or the Parent Guarantor has identified (by telephone, confirmed in writing, or electronic mail) the relevant publicly available report or reports filed with the SEC that contain such requested information and none of the Issuers or the Parent Guarantor shall have any obligation under this Section 3.3 to furnish any information to the extent such information constitutes material non-public information or is information any of the Issuers or the Parent Guarantor is otherwise required to keep confidential.
- 3.4 Each of the Issuers and the Parent Guarantor will take all such action as the Dealer may reasonably request to ensure that each offer and each sale of the Securities will comply with any applicable state Blue Sky laws; provided, however, that none of the Issuers or the Parent Guarantor shall be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.
- 3.5 None of the Issuers or the Parent Guarantor will be in default of any of its obligations hereunder, under any other Program Document (including any Note evidenced by the Master Note) to which it is a party or under the Securities at any time that any of the Notes are outstanding, which in the case of any such default, would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the power or ability of any Issuer or the Parent Guarantor to consummate the transactions contemplated by the Program Documents to which it is a party, including any Notes evidenced by the Master Note.
- 3.6 The Issuers shall not issue Notes hereunder until the Dealer shall have received (a) opinion(s) of counsel to the Issuers and the Parent Guarantor, addressed to the Dealer, satisfactory in form and substance to the Dealer, (b) a copy of the executed Issuing and Paying Agent Agreement as then in effect, (c) a copy of the executed Guaranty, (d) a certificate of the secretary, assistant secretary or other designated officer or authorized person of each of the Issuers and the Parent Guarantor certifying as to (i) the organizational documents of each of the Issuers and the Parent Guarantor, and attaching true, correct and complete copies thereof, (ii) resolutions adopted by the applicable governing body of each of the Issuers and the Parent Guarantor, authorizing execution and delivery by each of the Issuers and the Parent Guarantor of each Program Document to which each of the

Issuers or the Parent Guarantor is party and the consummation of the transactions contemplated thereby, including the issuance and sale of the Notes and the issuance of the Guaranty, (iii) the incumbency of the officers of each of the Issuers and the Parent Guarantor authorized to execute and deliver the Program Documents to which each of the Issuers and the Parent Guarantor is a party, as applicable, and take other action on behalf of each of the Issuers and the Parent Guarantor in connection with the transactions contemplated thereby and (iv) the representations and warranties of the Issuers and the Parent Guarantor, as applicable, in Section 2 being true and correct in all material respects as of the date thereof, (e) prior to the issuance of any book-entry Notes represented by a Master Note, a copy of the executed Letter of Representations to DTC executed by the Issuers, the Parent Guarantor and the Issuing and Paying Agent and of each executed Master Note, (f) prior to the issuance of any Notes in physical form, a copy of such form (unless attached to this Agreement or the Issuing and Paying Agent Agreement), (g) confirmation of the then current rating assigned to the Notes by each nationally recognized statistical rating organization then rating the Notes, (h) a properly completed and signed IRS Form W-8 or W-9, as applicable, for each of the Issuers and the Parent Guarantor, (i) all information regarding beneficial ownership required by 31 C.F.R. §1010.230, including a completed form promulgated by the Securities Industry and Financial Markets Association, that is requested by the Dealer in order to facilitate compliance with the requirements of the Financial Crimes Enforcement Network and (j) such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

- 3.7 The Issuers and the Parent Guarantor, jointly and severally, shall reimburse the Dealer for all of the Dealer's reasonable and documented out-of-pocket expenses related to this Agreement, including reasonable and documented expenses incurred in connection with its preparation and negotiation, and the transactions contemplated hereby (including, but not limited to, the printing and distribution of the Private Placement Memorandum), and for the reasonable and documented fees and out-of-pocket expenses of the Dealer's external counsel.
- 3.8 None of the Issuers or the Parent Guarantor shall file a Form D (as referenced in Rule 503 under the Securities Act) at any time in respect of the offer or sale of the Notes.

#### **4. DISCLOSURE.**

- 4.1 The Private Placement Memorandum and its contents (other than the Dealer Information) shall be the sole responsibility of the Issuers and the Parent Guarantor. The Private Placement Memorandum shall contain a statement expressly offering an opportunity for each prospective purchaser to ask questions of, and receive answers from, the Issuers and the Parent Guarantor concerning the offering of Notes and to obtain relevant additional information which an Issuer or the Parent Guarantor, as applicable, possesses or can acquire without unreasonable effort or expense.

- 4.2 Each of the Issuers and the Parent Guarantor agrees to promptly furnish the Dealer the Company Information as it becomes available; provided that any Company Information publicly filed with the SEC shall be deemed to have been delivered to the Dealer upon such Company Information being accessible through EDGAR.
- 4.3 (a) Each of the Issuers and the Parent Guarantor agrees to notify the Dealer promptly upon the occurrence of any event relating to or affecting an Issuer or the Parent Guarantor that would cause the Company Information then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading. Following the delivery of any such notice by an Issuer or the Parent Guarantor, all solicitations and sales of Notes shall be suspended, and none of the Issuers nor the Parent Guarantor shall request the Dealer to offer or sell, and the Dealer shall not offer or sell, or offer to purchase or purchase, the Notes until the Issuers and the Parent Guarantor amend or supplement the Private Placement Memorandum so that the Private Placement Memorandum, as amended or supplemented, does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Dealer notifies an Issuer or the Parent Guarantor that it then has Notes it is holding in inventory, the Issuers and the Parent Guarantor shall either (i) promptly complete such amendment or supplement and provide it to the Dealer or (ii) repurchase the entirety of such inventory of the Notes of the Dealer at a purchase price equal to either (x) in the case of an interest-bearing Note, the principal amount thereof plus accrued and unpaid interest thereon to the date of purchase or (y) in the case of a Note issued on a discount basis, the price paid by the Dealer for the purchase thereof, plus the accreted discount thereon to the date of purchase based on the purchase price thereof.
- (b) Without limiting the generality of Section 4.3(a), to the extent that the Private Placement Memorandum sets forth financial information of an Issuer or the Parent Guarantor (other than financial information included in a report described in clause (i) of the definition of “Company Information” that (i) is incorporated by reference in the Private Placement Memorandum or (ii) the Private Placement Memorandum expressly states is being made available to holders and prospective purchasers of the Notes but is not otherwise set forth therein), each Issuer and the Parent Guarantor shall review, amend and supplement the Private Placement Memorandum on a periodic basis, but no less than at least once annually, to incorporate current financial information of the Issuers and the Parent Guarantor to the extent necessary to ensure that the information provided in the Private Placement Memorandum is accurate and complete.



## 5. INDEMNIFICATION AND CONTRIBUTION.

- 5.1 The Issuers and the Parent Guarantor, jointly and severally, will indemnify and hold harmless the Dealer, each individual, corporation, partnership, trust, association or other entity controlling the Dealer, within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, any affiliate of the Dealer or any such controlling entity and their respective directors, officers, employees, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses or judgments (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Private Placement Memorandum, the Company Information or any information provided by any Issuer or the Parent Guarantor to the Dealer for distribution to holders and potential holders of Notes included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the breach by any Issuer or the Parent Guarantor of any agreement, covenant or representation made in or pursuant to this Agreement. This indemnification shall not apply to the extent that a Claim (x) arises out of or is based upon Dealer Information or (y) with respect to the indemnity contained in clause (ii) of the immediately preceding sentence, the gross negligence or willful misconduct of the Dealer as determined by a court of competent jurisdiction in a final non-appealable judgment.
- 5.2 Subject to Section 5.3, the Issuers and the Parent Guarantor, jointly and severally, agree to reimburse each Indemnitee for all reasonable and documented out-of-pocket expenses (including reasonable and documented fees and disbursements of one external counsel, in addition to any local counsel in the jurisdiction where any Claim is brought) as they are incurred by it in connection with investigating or defending any Claim in respect of which indemnification may be sought under Section 5 of the Agreement (whether or not it is a party to any proceeding relating to such Claim).
- 5.3 Promptly after receipt by an Indemnitee of notice of the existence of a Claim, such Indemnitee will, if a claim in respect thereof is to be made against any Issuer or the Parent Guarantor, notify such Issuer or the Parent Guarantor, as applicable, in writing of the existence thereof; provided that (i) the omission so to notify such Issuer or the Parent Guarantor, as applicable, will not relieve the Issuers or the Parent Guarantor from any liability which it may have hereunder unless and except to the extent they did not otherwise learn of such Claim and such failure results in the forfeiture by the Issuers or the Parent Guarantor of substantial rights and defenses, and (ii) the omission so to notify such Issuer or the Parent Guarantor, as applicable, will not relieve them from liability which they may have to an Indemnitee otherwise than on account of the terms hereof. In case any such Claim is made against any Indemnitee and it notifies the applicable Issuer or the Parent Guarantor of the existence thereof, the Issuers and/or the Parent Guarantor,

as applicable, will be entitled to participate therein, and to the extent that they may elect by written notice delivered to the Indemnitee, to assume the defense thereof, with counsel selected by the Issuers and/or the Parent Guarantor (which counsel shall be reasonably satisfactory to such Indemnitee); provided that if the defendants in any such Claim include each of the Indemnitee, any Issuer and/or the Parent Guarantor, and the Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to any Issuer and/or the Parent Guarantor, none of the Issuers or the Parent Guarantor shall have the right to direct the defense of such Claim on behalf of such Indemnitee, and the Indemnitee shall have the right to select separate counsel to assert such legal defenses on behalf of such Indemnitee. Upon receipt of notice from any Issuer and/or the Parent Guarantor to such Indemnitee of any Issuer's and/or the Parent Guarantor's election so to assume the defense of such Claim and approval by the Indemnitee of counsel, the applicable Issuer and/or the Parent Guarantor will not be liable to such Indemnitee for expenses incurred thereafter by the Indemnitee in connection with the defense thereof (other than reasonable and documented costs of investigation conducted prior to receiving such notice from the Issuers) unless (i) the Indemnitee shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the applicable Issuer or the Parent Guarantor shall be liable for the expenses of more than one separate counsel (in addition to any local counsel in the jurisdiction in which any Claim is brought), approved by the Dealer, representing the Indemnitee who is party to such Claim), (ii) neither the applicable Issuer or the Parent Guarantor shall have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of existence of the Claim or (iii) the applicable Issuer and/or the Parent Guarantor have authorized in writing the employment of counsel for the Indemnitee. Notwithstanding anything herein to the contrary, all of the Indemnitees who are party to the same Claim shall utilize the same counsel unless any such Indemnitee shall have concluded that there may be legal defenses available to it which are different from or additional to those available to any other Indemnitee or Indemnitees and that representation by the same counsel would not be appropriate. The indemnity, reimbursement and contribution obligations of the Issuers and the Parent Guarantor hereunder shall be in addition to any other liability any Issuer and/or the Parent Guarantor may otherwise have to an Indemnitee and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Issuers and the Parent Guarantor and any Indemnitee. Each of the Issuers and the Parent Guarantor agree that without the Dealer's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any Claim in respect of which indemnification may be sought under the indemnification provision of the Agreement (whether or not the Dealer or any other Indemnitee is an actual or potential party to such Claim), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnitee from all liability arising out of such Claim and (ii) does not include a statement as to or an admission of fault,

culpability or failure to act, by or on behalf of any Indemnitee. None of the Issuers or the Parent Guarantor shall be liable hereunder to any Indemnitee regarding any settlement, compromise or entry of judgment with respect to any Claim unless such settlement, compromise or entry of judgment is consented to by it, which consent shall not be unreasonably withheld, conditioned or delayed.

- 5.4 In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 5 is held to be unavailable or insufficient to hold harmless the Indemnitees, although applicable in accordance with the terms of this Section 5, the Issuers and the Parent Guarantor, jointly and severally, shall contribute to the aggregate costs incurred by the Dealer and its related Indemnitees in connection with any Claim in the proportion of the respective economic interests of the Issuers and the Parent Guarantor, on the one hand and the Dealer and its related Indemnitees, on the other with respect to the issue or issues of Notes to which such Claim relates; provided, however, that such contribution by the Issuers and the Parent Guarantor shall be in an amount such that the aggregate costs incurred by the Dealer and such other Indemnitees do not exceed the aggregate of the commissions and fees actually received by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the Issuers of the Notes issued hereunder and the aggregate commissions and fees actually received by the Dealer hereunder.

## **6. DEFINITIONS.**

- 6.1 “Agreement” shall have the meaning set forth in the preamble.
- 6.2 “Anti-Money Laundering Laws” shall have the meaning set forth in Section 2.13.
- 6.3 “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k)
- 6.4 “Claim” shall have the meaning set forth in Section 5.1.
- 6.5 “Company Information” at any given time shall mean the Private Placement Memorandum together with, to the extent applicable, (i) the Parent Guarantor’s most recent report on Form 10-K filed with the SEC and each report on Form 10-Q or 8-K filed by the Parent Guarantor with the SEC since the most recent Form 10-K and any other publicly available reports or statements filed by or on behalf of the Issuers or the Parent Guarantor with the SEC, (ii) the Parent Guarantor’s most recent annual audited financial statements and each interim financial statement or report prepared subsequent thereto, if not included in item (i) above, (iii) any other information or disclosure prepared pursuant to Section 4.3 hereof and (iv) any information prepared or approved by the Issuers and the Parent Guarantor for dissemination to investors or potential investors in the Notes.
- 6.6 “Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
  - (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
  - (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- 6.7 “Current Issuing and Paying Agent” shall have the meaning set forth in Section 7.9(a).
- 6.8 “Dealer” shall mean the institution designated as “Dealer” on the cover page of this Agreement.
- 6.9 “Dealer Information” shall mean material concerning the Dealer provided by the Dealer in writing expressly for inclusion in the Private Placement Memorandum.
- 6.10 “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
- 6.11 “DTC” shall have the meaning set forth in Section 1.4.
- 6.12 “Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended.
- 6.13 “Face Amount” shall mean (i) with respect to any interest-bearing Note, the principal amount of such Note, and (ii) with respect to any Notes sold at a discount, the amount payable with respect to such Note at the maturity thereof.
- 6.14 “Guaranty” shall have the meaning set forth in the preamble.
- 6.15 “Indemnitee” shall have the meaning set forth in Section 5.1.
- 6.16 “Institutional Accredited Investor” shall mean an institutional investor that is an accredited investor within the meaning of Rule 501 under the Securities Act and that has such knowledge and experience in financial and business matters that it is capable of evaluating and bearing the economic risk of an investment in the Notes, including, but not limited to, a bank, as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution, as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
- 6.17 “Issuer” and “Issuers” shall have the meaning set forth in the preamble.
- 6.18 “Issuing and Paying Agent Agreement” shall mean the Commercial Paper Issuing and Paying Agent agreement described on the cover page of this Agreement, or any replacement thereof, as such agreement may be amended or supplemented from time to time.

- 6.19 “Issuing and Paying Agent” shall mean the party designated as such on the cover page of this Agreement, or any successor thereto or replacement thereof, as issuing and paying agent under the Issuing and Paying Agent Agreement.
- 6.20 “IT Systems and Data” shall have the meaning set forth in Section 2.24.
- 6.21 “Judgment Currency” shall have the meaning set forth in Section 7.10(b).
- 6.22 “Master Note” shall have the meaning set forth in Section 1.4.
- 6.23 “Material Adverse Effect” shall mean a material adverse effect on the business, properties, management, operations, financial position, shareholders’ equity, results of operations or prospects of the Parent Guarantor and its subsidiaries (including the Issuers), taken as a whole.
- 6.24 “Maximum Amount” shall mean the maximum of the aggregate Face Amount of the Issuers’ Notes permitted to be outstanding under the Program at any time (whether sold through the Dealer or Other Dealers), which such aggregate Face Amount shall be equal to \$2,000,000,000, unless such amount is increased by the Issuers in accordance with Section 1.8 hereof.
- 6.25 “Non-bank fiduciary or agent” shall mean a fiduciary or agent other than (a) a bank, as defined in Section 3(a)(2) of the Securities Act, or (b) a savings and loan association, as defined in Section 3(a)(5)(A) of the Securities Act.
- 6.26 “Notes” shall have the meaning set forth in the preamble.
- 6.27 “Notification Letter for an Increase in the Maximum Amount” shall have the meaning set forth in Section 1.8(a).
- 6.28 “NXP B.V.” shall have the meaning set forth in the preamble.
- 6.29 “NXP Funding” shall have the meaning set forth in the preamble.
- 6.30 “Other Dealer” and “Other Dealers” shall have the meaning set forth in Section 1.2.
- 6.31 “Outstanding Notes” shall have the meaning set forth in Section 7.9(b).
- 6.32 “Parent Guarantor” shall have the meaning set forth in the preamble.
- 6.33 “Private Placement Memorandum” shall mean offering materials prepared in accordance with Section 4 (including materials referred to therein or incorporated by reference therein, if any) provided to purchasers and prospective purchasers of the Notes, and shall include amendments and supplements thereto which may be prepared from time to time in accordance with this Agreement (other than any amendment or supplement that has been completely superseded by a later amendment or supplement).

- 6.34 “Program” shall mean the commercial paper program of the Issuers as contemplated by this Agreement and the Issuing and Paying Agent Agreement.
- 6.35 “Program Documents” shall mean this Agreement, the Issuing and Paying Agent Agreement, the Guaranty and the Master Note.
- 6.36 “Qualified Institutional Buyer” shall have the meaning assigned to that term in Rule 144A under the Securities Act.
- 6.37 “Replacement” shall have the meaning set forth in Section 7.9(a).
- 6.38 “Replacement Issuing and Paying Agent” shall have the meaning set forth in Section 7.9(a).
- 6.39 “Replacement Issuing and Paying Agent Agreement” shall have the meaning set forth in Section 7.9(a).
- 6.40 “Rule 144A” shall mean Rule 144A under the Securities Act.
- 6.41 “Sanctioned Country” means, at any time, a country or territory that is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People’s Republic, and so-called Luhansk People’s Republic regions of Ukraine, and the non-government controlled areas of the Kherson and Zaporizhzhia oblasts of Ukraine).
- 6.42 “Sanctioned Person” means (a) any person listed on any Sanctions-related list of designated Persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, or His Majesty’s Treasury of the United Kingdom; (b) any person that is located, organized, or resident in a Sanctioned Country; (c) any person owned or controlled by any such person or persons described in the foregoing clauses (a) and (b), and (d) any person otherwise the subject or target of Sanctions.
- 6.43 “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, or His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.
- 6.44 “SEC” shall mean the U.S. Securities and Exchange Commission.
- 6.45 “Securities” shall have the meaning set forth in the preamble.

6.46 “Securities Act” shall mean the U.S. Securities Act of 1933, as amended.

6.47 “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## 7. GENERAL

7.1 Unless otherwise expressly provided herein, all notices under this Agreement to parties hereto shall be in writing and shall be effective when received at the address of the respective party set forth in the Addendum to this Agreement.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

7.3 (a) Each of the Issuers and the Parent Guarantor agrees that any suit, action or proceeding brought by any Issuer or the Parent Guarantor against the Dealer in connection with or arising out of this Agreement, any other Program Document or the offer and sale of the Securities shall be brought solely in the United States federal courts located in the Borough of Manhattan or the courts of the State of New York located in the Borough of Manhattan. EACH OF THE DEALER, THE ISSUERS AND THE PARENT GUARANTOR WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) Each party hereby irrevocably accepts and submits to the non-exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally, for itself and in respect of its properties, assets and revenues, with respect to any suit, action or proceeding in connection with or arising out of this Agreement or any other Program Document or the offer and sale of the Securities.

(c) Each of NXP B.V. and the Parent Guarantor hereby irrevocably designates, appoints and empowers NXP Funding LLC, 251 Little Falls Drive, Wilmington, Delaware 19808, United States, as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and its properties, assets and revenues, service for any and all legal process, summons, notices and documents which may be served in any such action, suit or proceeding brought in the courts listed in Section 7.3(a) which may be made on such designee, appointee and agent in accordance with legal procedures prescribed for such courts, with respect to any suit, action or proceeding in connection with or arising out of this Agreement or the Securities or the offer and sale of the Securities. If for any reason such designee, appointee and agent hereunder shall cease to be

available to act as such, each of NXP B.V. and the Parent Guarantor agrees to designate a new designee, appointee and agent in The City of New York on the terms and for the purposes of this Section 7.3(c) satisfactory to the Dealer. Each of NXP B.V. and the Parent Guarantor further hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by serving a copy thereof upon the agent for service of process referred to in this Section 7.3(c) (whether or not the appointment of such agent shall for any reason prove to be ineffective or such agent shall accept or acknowledge such service) or by mailing copies thereof by registered or certified airmail, postage prepaid, to such agent for service of process at its address specified in or designated pursuant to this Agreement. Each of NXP B.V. and the Parent Guarantor agrees that the failure of any such designee, appointee and agent to give any notice of such service to it shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based thereon. Nothing herein shall in any way be deemed to limit the ability of the holders of any Notes or the Dealer to serve any such legal process, summons, notices and documents in any other manner permitted by applicable law or to obtain jurisdiction over the undersigned or bring actions, suits or proceedings against the undersigned in such other jurisdictions, and in such manner, as may be permitted by applicable law. Each of NXP B.V. and the Parent Guarantor hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this Agreement brought in the courts listed in Section 7.3(a) and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

- (d) To the extent that the Issuers or the Parent Guarantor or any of their respective properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding in connection with or arising out of this Agreement or the Securities or the offer and sale of the Securities, from the giving of any relief in any thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which a proceeding may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement, the Issuing and Paying Agent Agreement or the Notes, each of the Issuers and the Parent Guarantor hereby irrevocably and unconditionally waives, and agrees for the benefit of the Dealer and any holder from time to time of the Notes not to plead or claim, any such immunity, and consents to such relief and enforcement.



- 7.4 This Agreement may be terminated, at any time, by the Issuers and the Parent Guarantor, upon one (1) business day's prior notice to such effect to the Dealer, or by the Dealer upon three (3) business day's prior notice to such effect to the Issuers and the Parent Guarantor. Any such termination, however, shall not affect the obligations of the Issuers, the Parent Guarantor or the Dealer under Sections 3.7, 5 and 7.3 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.
- 7.5 This Agreement is not assignable by any party hereto without the written consent of the other parties; provided, however, that the Dealer may assign its rights and obligations under this Agreement to any broker-dealer affiliate of the Dealer.
- 7.6 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Each party to this Agreement agrees that the other party may execute its counterpart of this Agreement by (i) an "electronic signature", whether digital or encrypted, to the maximum extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Electronic Signatures and Records Act of New York, or any similar state laws based on the Uniform Electronic Transactions Act or (ii) by electronic transmission (including electronic mail in portable document format (pdf.) form), or other electronic means that reproduces an image of a manually-signed counterpart or (iii) a digital signature transmitted through DocuSign, Adobe Sign or any other secure portal for digitized signature of documents that complies with the U.S. federal ESIGN Act of 2000. Any such counterpart shall be effective to the same extent as delivery of a manually executed counterpart of this Agreement and treated as an original manually executed counterpart for all purposes of this Agreement.
- 7.7 Except as provided in Section 5 with respect to non-party Indemnitees, this Agreement is for the exclusive benefit of the parties hereto, and their respective permitted successors and assigns hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever; provided, however, that Sections 7.3(b), (c) and (d) and 7.10(a) and (b) are hereby specifically and expressly acknowledged to also be for the benefit of the holders from time to time of the Notes, as third-party beneficiaries.
- 7.8 Each of the Issuers and the Parent Guarantor acknowledges and agrees that (i) purchases and sales, or placements, of the Notes pursuant to this Agreement, including the determination of any prices for the Notes and Dealer compensation, are arm's-length commercial transactions between the Issuers and the Parent Guarantor, on the one hand, and the Dealer, on the other, (ii) in connection therewith and with the process leading to such transactions, the Dealer is acting

solely as a principal and not the agent (except to the extent explicitly set forth herein) or fiduciary of the Issuers, the Parent Guarantor or any of their respective affiliates, (iii) the Dealer has not assumed an advisory or fiduciary responsibility in favor of the Issuers, the Parent Guarantor or any of their respective affiliates with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Dealer has advised or is currently advising the Issuers, the Parent Guarantor or any of their respective affiliates on other matters) or any other obligation to the Issuers, the Parent Guarantor or any of their respective affiliates except the obligations expressly set forth in this Agreement, (iv) each of the Issuers and the Parent Guarantor is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement, (v) the Dealer and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuers and the Parent Guarantor and that the Dealer has no obligation to disclose any of those interests by virtue of any advisory or fiduciary relationship, (vi) the Dealer has not provided any legal, accounting, regulatory or tax advice with respect to the transactions contemplated hereby, and (vii) each of the Issuers and the Parent Guarantor has consulted its own legal and financial advisors to the extent it deemed appropriate. Each of the Issuers and the Parent Guarantor agrees that it will not claim that the Dealer has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuers or the Parent Guarantor in connection with such transactions or the process leading thereto. Any review by the Dealer of the Issuers or the Parent Guarantor, the transactions contemplated hereby or other matters relating to such transactions shall be performed solely for the benefit of the Dealer and shall not be on behalf of the Issuers or the Parent Guarantor. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Issuers and the Parent Guarantor, on the one hand, and the Dealer, on the other, with respect to the subject matter hereof. Each of the Issuers and the Parent Guarantor hereby waives and releases, to the fullest extent permitted by law, any claims the Issuers or the Parent Guarantor may have against the Dealer with respect to any breach or alleged breach of fiduciary duty.

- 7.9 (a) The parties hereto agree that the Issuers may, in accordance with the terms of this Section 7.9, from time to time replace the party which is then acting as Issuing and Paying Agent (the “Current Issuing and Paying Agent”) with another party (such other party, the “Replacement Issuing and Paying Agent”), and enter into an agreement with the Replacement Issuing and Paying Agent covering the provision of Issuing and Paying Agent functions in respect of the Notes by the Replacement Issuing and Paying Agent (the “Replacement Issuing and Paying Agent Agreement”) (any such replacement, a “Replacement”).
- (b) From and after the effective date of any Replacement, (A) to the extent that the Issuing and Paying Agent Agreement provides that the Current Issuing and Paying Agent will continue to act in respect of Notes outstanding as of the effective date of such Replacement (the “Outstanding

Notes”), then (i) the “Issuing and Paying Agent” for the Notes shall be deemed to be the Current Issuing and Paying Agent, in respect of the Outstanding Notes, and the Replacement Issuing and Paying Agent, in respect of Notes issued on or after the Replacement, (ii) all references to the “Issuing and Paying Agent” hereunder shall be deemed to refer to the Current Issuing and Paying Agent in respect of the Outstanding Notes, and the Replacement Issuing and Paying Agent in respect of Notes issued on or after the Replacement, and (iii) all references to the “Issuing and Paying Agent Agreement” hereunder shall be deemed to refer to the existing Issuing and Paying Agent Agreement, in respect of the Outstanding Notes, and the Replacement Issuing and Paying Agent Agreement, in respect of Notes issued on or after the Replacement; and (B) to the extent that the Issuing and Paying Agent Agreement does not provide that the Current Issuing and Paying Agent will continue to act in respect of the Outstanding Notes, then (i) the “Issuing and Paying Agent” for the Notes shall be deemed to be the Replacement Issuing and Paying Agent, (ii) all references to the “Issuing and Paying Agent” hereunder shall be deemed to refer to the Replacement Issuing and Paying Agent, and (iii) all references to the “Issuing and Paying Agent Agreement” hereunder shall be deemed to refer to the Replacement Issuing and Paying Agent Agreement.

- (c) From and after the effective date of any Replacement, the Issuers shall not issue any Notes hereunder unless and until the Dealer shall have received: (i) a copy of the executed Replacement Issuing and Paying Agent Agreement, (ii) a copy of the executed Letter of Representations to DTC executed by the Issuers, the Parent Guarantor and the Replacement Issuing and Paying Agent or a copy of the executed Swing Letter between the Replacement Issuing and Paying Agent and DTC, as applicable, as required by DTC, (iii) a copy of each executed Master Note authenticated by the Replacement Issuing and Paying Agent and registered in the name of DTC or its nominee, (iv) an amendment or supplement to the Private Placement Memorandum describing the Replacement Issuing and Paying Agent as the Issuing and Paying Agent for the Notes, and reflecting any other changes thereto necessary in light of the Replacement so that the Private Placement Memorandum, as amended or supplemented, satisfies the requirements of this Agreement, and (v) legal opinion(s) of counsel to the Issuers and the Parent Guarantor addressed to the Dealer, in form and substance reasonably satisfactory to the Dealer.

- 7.10 (a) Any payments to the Dealer hereunder or to any holder from time to time of Notes in each case under, in connection with or arising out of this Agreement, the Issuing and Paying Agent Agreement or the Notes and the transactions contemplated hereby and thereby shall be in United States dollars and shall be free of all withholding and other similar taxes and of all other governmental charges of any nature whatsoever imposed by the jurisdiction in which an Issuer or the Parent Guarantor is located unless

required by laws and/or tax treaties. In the event any withholding is required by law and/or tax treaties, each of the Issuers and the Parent Guarantor, as the case may be, agrees to (i) pay the same and (ii) pay such additional amounts to the Dealer or any such holder which, after deduction of any such withholding or other taxes or governmental charges of any nature whatsoever imposed with respect to the payment of such additional amount, shall equal the amount paid pursuant to clause (i); provided that no additional amounts shall be paid by the Issuers and the Parent Guarantor in relation to any deductions or withholdings pursuant to the Dutch Withholding Tax Act 2021 (*Wet Bronbelasting 2021*). Each of the Issuers and the Parent Guarantor, as the case may be, will promptly pay, on a joint and several basis, any stamp duty or other similar taxes or governmental charges payable in connection with the execution, delivery, payment or performance of this Agreement, the Issuing and Paying Agent Agreement or the Securities and shall indemnify and hold harmless the Dealer and each holder of Notes from all liabilities arising from any failure to pay, or delay in paying, such taxes or charges.

- (b) Each of the Issuers and the Parent Guarantor, jointly and severally, agrees to indemnify and hold harmless the Dealer and each holder from time to time of Notes against any loss incurred by the Dealer or such holder as a result of any judgment or order being given or made for any amount due hereunder or under such holder's Note(s) or the Guaranty and such judgment or order being expressed and paid in a currency (the "Judgment Currency") other than United States dollars and as a result of any variation as between (i) the rate of exchange at which the United States dollar amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange at which the Dealer or such holder is able to purchase United States dollars with the amount of Judgment Currency actually received by the Dealer or such holder. The foregoing indemnity shall constitute a separate and independent obligation of the Issuers and the Parent Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

7.11 Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that:

- (a) In the event that the Dealer that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Dealer of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

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- (b) In the event that the Dealer that is a Covered Entity or a BHC Act Affiliate of such Dealer becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against the Dealer are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**ISSUERS**

**NXP B.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NXP FUNDING LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NXP USA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**PARENT GUARANTOR**

**NXP SEMICONDUCTORS N.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEALER**

**[\*\*], as Dealer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## Addendum

The following additional clauses shall apply to the Agreement and be deemed a part thereof.

1. The other dealers referred to in clause (b) of Section 1.2 of the Agreement are [\*\*\*].
2. The addresses of the respective parties for purposes of notices under Section 7.1 are as follows:

For the Issuers and the Parent Guarantor:

Address: NXP B.V., High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands

Attention: Group Treasurer

Telephone number: [\*\*\*]

Fax Number: [\*\*\*]

Email address: [\*\*\*]

For the Dealer:

Address: [\*\*\*]

Telephone number: [\*\*\*]



**Exhibit A**

**Form of Legend for Private Placement Memorandum and Notes**

NEITHER THE NOTES NOR THE GUARANTY THEREOF HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE SECURITIES LAW, AND OFFERS AND SALES THEREOF MAY BE MADE ONLY IN COMPLIANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER WILL BE DEEMED TO REPRESENT THAT (I) IT HAS BEEN AFFORDED AN OPPORTUNITY TO INVESTIGATE MATTERS RELATING TO NXP B.V., NXP FUNDING LLC AND NXP USA, INC. (JOINTLY, THE "ISSUERS"), NXP SEMICONDUCTORS N.V. (THE "PARENT GUARANTOR"), THE NOTES AND THE GUARANTY, (II) IT IS NOT ACQUIRING SUCH NOTE WITH A VIEW TO ANY DISTRIBUTION THEREOF AND (III) IT IS EITHER (A)(1) AN INSTITUTIONAL INVESTOR THAT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) UNDER THE ACT (AN "INSTITUTIONAL ACCREDITED INVESTOR") AND (2)(i) IT IS PURCHASING NOTES FOR ITS OWN ACCOUNT, (ii) A BANK (AS DEFINED IN SECTION 3(a)(2) OF THE ACT) OR A SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION (AS DEFINED IN SECTION 3(a)(5)(A) OF THE ACT) ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY OR (iii) A FIDUCIARY OR AGENT (OTHER THAN A U.S. BANK OR SAVINGS AND LOAN ASSOCIATION OR OTHER SUCH INSTITUTION) PURCHASING NOTES FOR ONE OR MORE ACCOUNTS EACH OF WHICH ACCOUNTS IS SUCH AN INSTITUTIONAL ACCREDITED INVESTOR; OR (B) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE ACT ("QIB") THAT IS ACQUIRING NOTES FOR ITS OWN ACCOUNT OR FOR ONE OR MORE ACCOUNTS, EACH OF WHICH ACCOUNTS IS A QIB; AND THE PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY UPON THE EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 5 OF THE ACT PROVIDED BY RULE 144A. BY ITS ACCEPTANCE OF A NOTE, THE PURCHASER THEREOF SHALL ALSO BE DEEMED TO AGREE THAT ANY RESALE OR OTHER TRANSFER THEREOF WILL BE MADE ONLY (A) IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE ACT, EITHER (1) TO THE ISSUERS OR TO A PLACEMENT AGENT DESIGNATED BY THE ISSUERS AS A PLACEMENT AGENT FOR THE NOTES (COLLECTIVELY, THE "PLACEMENT AGENTS"), NONE OF WHICH SHALL HAVE ANY OBLIGATION TO ACQUIRE SUCH NOTE, (2) THROUGH A PLACEMENT AGENT TO AN INSTITUTIONAL ACCREDITED INVESTOR OR A QIB, OR (3) TO A QIB IN A TRANSACTION THAT MEETS THE REQUIREMENTS OF RULE 144A AND (B) IN MINIMUM AMOUNTS OF \$250,000.

Ex. A-1

## Exhibit B

### Statement of Terms for Interest – Bearing Commercial Paper Notes of NXP B.V., NXP Funding LLC and NXP USA, Inc., jointly as Issuers

**THE PROVISIONS SET FORTH BELOW ARE QUALIFIED TO THE EXTENT APPLICABLE BY THE TRANSACTION SPECIFIC PRIVATE PLACEMENT MEMORANDUM SUPPLEMENT (THE “SUPPLEMENT”) (IF ANY) SENT TO EACH PURCHASER AT THE TIME OF THE TRANSACTION.**

1. General. (a) The obligations of the Issuers to which these terms apply (each a “Note”) are represented by one or more Master Notes (each, a “Master Note”) issued in the name of (or of a nominee for) The Depository Trust Company (“DTC”), which Master Notes include the terms and provisions for the Issuers’ Interest-Bearing Commercial Paper Notes that are set forth in this Statement of Terms, since this Statement of Terms constitutes an integral part of the Underlying Records as defined and referred to in the Master Notes.
  - (a) “Business Day” means any day other than a Saturday or Sunday that is neither a legal holiday nor a day on which banking institutions are authorized or required by law, executive order or regulation to be closed in New York City, unless otherwise specified in the Supplement.
2. Interest. (a) Each Note will bear interest at a fixed rate (a “Fixed Rate Note”) or at a floating rate (a “Floating Rate Note”).
  - (a) The Supplement sent to each holder of such Note will describe the following terms: (i) whether such Note is a Fixed Rate Note or a Floating Rate Note and whether such Note is an Original Issue Discount Note (as defined below); (ii) the date on which such Note will be issued (the “Issue Date”); (iii) the Stated Maturity Date (as defined below); (iv) if such Note is a Fixed Rate Note, the rate per annum at which such Note will bear interest, if any, and the Interest Payment Dates; (v) if such Note is a Floating Rate Note, the Base Rate, the Index Maturity, the Interest Reset Dates, the Interest Payment Dates and the Spread and/or Spread Multiplier, if any (all as defined below), and any other terms relating to the particular method of calculating the interest rate for such Note; and (vi) any other terms applicable specifically to such Note. “Original Issue Discount Note” means a Note which has a stated redemption price at the Stated Maturity Date that exceeds its Issue Price by more than a specified de minimis amount and which the Supplement indicates will be an “Original Issue Discount Note”.
  - (b) Each Fixed Rate Note will bear interest from its Issue Date at the rate per annum specified in the Supplement until the principal amount thereof is paid or made available for payment. Interest on each Fixed Rate Note will be payable on the dates specified in the Supplement (each an “Interest Payment Date” for a Fixed Rate Note) and on the Maturity Date (as defined below). Interest on Fixed Rate Notes will be computed on the basis of a 360-day year and actual days elapsed.

Ex. B-1

If any Interest Payment Date or the Maturity Date of a Fixed Rate Note falls on a day that is not a Business Day, the required payment of principal, premium, if any, and/or interest will be payable on the next succeeding Business Day, and no additional interest will accrue in respect of the payment made on that next succeeding Business Day.

- (c) The interest rate on each Floating Rate Note for each Interest Reset Period (as defined below) will be determined by reference to an interest rate basis (a "Base Rate") plus or minus a number of basis points (one basis point equals one-hundredth of a percentage point) (the "Spread"), if any, and/or multiplied by a certain percentage (the "Spread Multiplier"), if any, until the principal thereof is paid or made available for payment. The Supplement will designate which of the following Base Rates is applicable to the related Floating Rate Note: (a) the Commercial Paper Rate (a "Commercial Paper Rate Note"), (b) the Federal Funds Rate (a "Federal Funds Rate Note"), (c) the Prime Rate (a "Prime Rate Note"), (d) the Treasury Rate (a "Treasury Rate Note") or (e) such other Base Rate as may be specified in such Supplement.

The rate of interest on each Floating Rate Note will be reset daily, weekly, monthly, quarterly or semi-annually (the "Interest Reset Period"). The date or dates on which interest will be reset (each an "Interest Reset Date") will be, unless otherwise specified in the Supplement, in the case of Floating Rate Notes which reset daily, each Business Day; in the case of Floating Rate Notes (other than Treasury Rate Notes) that reset weekly, the Wednesday of each week; in the case of Treasury Rate Notes that reset weekly, the Tuesday of each week; in the case of Floating Rate Notes that reset monthly, the third Wednesday of each month; in the case of Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December; and in the case of Floating Rate Notes that reset semiannually, the third Wednesday of the two months specified in the Supplement. If any Interest Reset Date for any Floating Rate Note is not a Business Day, such Interest Reset Date will be postponed to the next day that is a Business Day, except that if such Business Day falls in the next succeeding calendar month, such Interest Reset Date shall be the immediately preceding Business Day, unless otherwise specified in the Supplement. Interest on each Floating Rate Note will be payable monthly, quarterly or semiannually (the "Interest Payment Period") and on the Maturity Date. Unless otherwise specified in the Supplement, and except as provided below, the date or dates on which interest will be payable (each an "Interest Payment Date" for a Floating Rate Note) will be, in the case of Floating Rate Notes with a monthly Interest Payment Period, on the third Wednesday of each month; in the case of Floating Rate Notes with a quarterly Interest Payment Period, on the third Wednesday of March, June, September and December; and in the case of Floating Rate Notes with a semiannual Interest Payment Period, on the third Wednesday of the two months specified in the Supplement. In addition, the Maturity Date will also be an Interest Payment Date.

Ex. B-2

If any Interest Payment Date for any Floating Rate Note (other than an Interest Payment Date occurring on the Maturity Date) would otherwise be a day that is not a Business Day, such Interest Payment Date shall be postponed to the next day that is a Business Day, except that if such Business Day falls in the next succeeding calendar month, such Interest Payment Date shall be the immediately preceding Business Day, unless otherwise specified in the Supplement. If the Maturity Date of a Floating Rate Note falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such maturity.

Interest payments on each Interest Payment Date for Floating Rate Notes will include accrued interest from and including the Issue Date or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding, such Interest Payment Date. On the Maturity Date, the interest payable on a Floating Rate Note will include interest accrued to, but excluding, the Maturity Date. Accrued interest will be calculated by multiplying the principal amount of a Floating Rate Note by an accrued interest factor. This accrued interest factor will be computed by adding the interest factors calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal) for each such day will be computed by dividing the interest rate applicable to such day by 360, in the cases where the Base Rate is the Commercial Paper Rate, Federal Funds Rate or Prime Rate, or by the actual number of days in the year, in the case where the Base Rate is the Treasury Rate. The interest rate in effect on each day will be (i) if such day is an Interest Reset Date, the interest rate with respect to the Interest Determination Date (as defined below) pertaining to such Interest Reset Date, or (ii) if such day is not an Interest Reset Date, the interest rate with respect to the Interest Determination Date pertaining to the next preceding Interest Reset Date, subject in either case to any adjustment by a Spread and/or a Spread Multiplier.

The "Interest Determination Date" where the Base Rate is the Commercial Paper Rate will be the second Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is the Federal Funds Rate or the Prime Rate will be the Business Day next preceding an Interest Reset Date. The Interest Determination Date where the Base Rate is the Treasury Rate will be the day of the week in which such Interest Reset Date falls when Treasury Bills are normally auctioned. Treasury Bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is held on the following Tuesday or the preceding Friday. If an auction is so held on the preceding Friday, such Friday will be the Interest Determination Date pertaining to the Interest Reset Date occurring in the next succeeding week. The Interest Determination Date where the Base Rate is a rate other than a specific rate set forth in this paragraph will be as set forth in the Supplement.

The "Index Maturity" is the period to maturity of the instrument or obligation from which the applicable Base Rate is calculated.

The "Calculation Date," where applicable, shall be the earlier of (i) the tenth calendar day following the applicable Interest Determination Date or (ii) the Business Day preceding the applicable Interest Payment Date or Maturity Date.

All times referred to herein reflect New York City time, unless otherwise specified.

The Issuers shall specify in writing to the Issuing and Paying Agent which party will be the calculation agent (the "Calculation Agent") with respect to the Floating Rate Notes. The Calculation Agent will provide the interest rate then in effect and, if determined, the interest rate which will become effective on the next Interest Reset Date with respect to such Floating Rate Note to the Issuing and Paying Agent as soon as the interest rate with respect to such Floating Rate Note has been determined and as soon as practicable after any change in such interest rate.

All percentages resulting from any calculation on Floating Rate Notes will be rounded to the nearest one hundred-thousandth of a percentage point, with five-one millionths of a percentage point rounded upwards. For example, 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655). All dollar amounts used in or resulting from any calculation on Floating Rate Notes will be rounded, in the case of U.S. dollars, to the nearest cent or, in the case of a foreign currency, to the nearest unit (with one-half cent or unit being rounded upwards).

#### *Commercial Paper Rate Notes*

"Commercial Paper Rate" means the Money Market Yield (calculated as described below) of the rate on any Interest Determination Date for commercial paper having the Index Maturity, as published by the Board of Governors of the Federal Reserve System ("FRB") in "Statistical Release, Commercial Paper Rates and Outstanding Summary" or any successor publication of the FRB ("Commercial Paper Rates and Outstanding Summary"), available through the world wide website of the FRB at <https://www.federalreserve.gov/releases/cp/default.htm>, or any successor site or publication or other recognized source used for the purpose of displaying the applicable rate under the heading "Rates AA nonfinancial."

If the above rate is not published in Commercial Paper Rates and Outstanding Summary by 3:00 p.m., New York City time, on the Calculation Date, then the Commercial Paper Rate will be the Money Market Yield of the rate on such Interest Determination Date for commercial paper of the Index Maturity published in the daily update of H.15 Daily Update, available through the world wide website of the FRB at <http://www.federalreserve.gov/releases/h15/>, or any successor site or publication or other recognized electronic source used for the purpose of displaying the applicable rate ("H.15 Daily Update") under the heading "Commercial Paper-Nonfinancial".

If by 3:00 p.m. on such Calculation Date such rate is not published in H.15 Daily Update, then the Calculation Agent will determine the Commercial Paper Rate to be the Money Market Yield of the arithmetic mean of the offered rates as of 11:00 a.m. on such Interest Determination Date of three leading dealers of U.S. dollar commercial paper in New York City selected by the Calculation Agent for commercial paper of the Index Maturity placed for an industrial issuer whose bond rating is "AA," or the equivalent, from a nationally recognized statistical rating organization.

If the dealers selected by the Calculation Agent are not quoting as mentioned above, the Commercial Paper Rate with respect to such Interest Determination Date will remain the Commercial Paper Rate then in effect on such Interest Determination Date.

"Money Market Yield" will be a yield calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal and "M" refers to the actual number of days in the interest period for which interest is being calculated.

#### *Federal Funds Rate Notes*

"Federal Funds Rate" means the rate on any Interest Determination Date for federal funds as available through the FRB Website (as defined below), as displayed on Bloomberg screen FEDL01 Index page on such date ("Bloomberg Screen Page").

If the above rate does not appear on the FRB Website or the Bloomberg Screen Page or is not so published by 3:00 p.m. on the Calculation Date, the Federal Funds Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update under the heading "Federal Funds/(Effective)".

If such rate is not published as described above by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Federal Funds Rate to be the arithmetic mean of the rates for the last transaction in overnight U.S. dollar federal funds arranged by each of three leading brokers of Federal Funds transactions in New York City selected by the Calculation Agent prior to 9:00 a.m. on such Interest Determination Date.

If the brokers selected by the Calculation Agent are not quoting as mentioned above, the Federal Funds Rate will remain the Federal Funds Rate then in effect on such Interest Determination Date.

"FRB Website" means the world wide website of the FRB at <http://www.federalreserve.gov/releases/h15/>, or any successor site or publication or other recognized electronic source used for the purpose of displaying the H.15 Daily Update.

*Prime Rate Notes*

“Prime Rate” means the rate on any Interest Determination Date as published in H.15 Daily Update under the heading “Bank Prime Loan”.

If the above rate is not published in H.15 Daily Update prior to 3:00 p.m. on the Calculation Date, then the Prime Rate will be the rate on such Interest Determination Date as published in H.15 Daily Update opposite the caption “Bank Prime Loan”.

If the rate is not published prior to 3:00 p.m. on the Calculation Date in H.15 Daily Update, then the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen US PRIME1 Page (as defined below) as such bank’s prime rate or base lending rate as of 11:00 a.m., on that Interest Determination Date.

If fewer than four such rates referred to above are so published by 3:00 p.m. on the Calculation Date, the Calculation Agent will determine the Prime Rate to be the arithmetic mean of the prime rates or base lending rates quoted on the basis of the actual number of days in the year divided by 360 as of the close of business on such Interest Determination Date by three major banks in New York City selected by the Calculation Agent.

If the banks selected are not quoting as mentioned above, the Prime Rate will remain the Prime Rate in effect on such Interest Determination Date.

“Reuters Screen US PRIME1 Page” means the display designated as page “US PRIME1” on the Reuters Monitor Money Rates Service (or such other page as may replace the US PRIME1 page on that service for the purpose of displaying prime rates or base lending rates of major United States banks).

*Treasury Rate Notes*

“Treasury Rate” means:

- (1) the rate from the auction held on the Interest Determination Date (the “Auction”) of direct obligations of the United States (“Treasury Bills”) having the Index Maturity specified in the Supplement under the caption “INVEST RATE” on the display on the Reuters Page designated as USAUCTION10 (or any other page as may replace that page on that service) or the Reuters Page designated as USAUCTION11 (or any other page as may replace that page on that service), or
- (2) if the rate referred to in clause (1) is not so published by 3:00 p.m. on the related Calculation Date, the Bond Equivalent Yield (as defined below) of the rate for the applicable Treasury Bills as published in H.15 Daily Update, under the caption “U.S. Government Securities/Treasury Bills/Auction High”, or

- (3) if the rate referred to in clause (2) is not so published by 3:00 p.m. on the related Calculation Date, the Bond Equivalent Yield of the auction rate of the applicable Treasury Bills as announced by the United States Department of the Treasury, or
- (4) if the rate referred to in clause (3) is not so announced by the United States Department of the Treasury, or if the Auction is not held, the Bond Equivalent Yield of the rate on the particular Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update under the caption "U.S. Government Securities/Treasury Bills/Secondary Market", or
- (5) if the rate referred to in clause (4) is not so published by 3:00 p.m. on the related Calculation Date, the rate on the particular Interest Determination Date of the applicable Treasury Bills as published in H.15 Daily Update, under the caption "U.S. Government Securities/Treasury Bills/Secondary Market", or
- (6) if the rate referred to in clause (5) is not so published by 3:00 p.m. on the related Calculation Date, the rate on the particular Interest Determination Date calculated by the Calculation Agent as the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m. on that Interest Determination Date, of three primary United States government securities dealers selected by the Calculation Agent, for the issue of Treasury Bills with a remaining maturity closest to the Index Maturity specified in the Supplement, or
- (7) if the dealers so selected by the Calculation Agent are not quoting as mentioned in clause (6), the Treasury Rate in effect on the particular Interest Determination Date.

"Bond Equivalent Yield" means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal, "N" refers to 365 or 366, as the case may be, and "M" refers to the actual number of days in the applicable Interest Reset Period.

"Reuters Page" means the display on Thomson Reuters Eikon, or any successor service, on the page or pages specified in this Statement of Terms or the Supplement, or any replacement page on that service.

3. Final Maturity. The Stated Maturity Date for any Note will be the date so specified in the Supplement, which shall be no later than 397 days from the date of issuance. On its Stated Maturity Date, or any date prior to the Stated Maturity Date on which the particular Note becomes due and payable by the declaration of acceleration, each such date being referred to as a Maturity Date, the principal amount of such Note, together with accrued and unpaid interest thereon, will be immediately due and payable.

Ex. B-7



4. Events of Default. The occurrence of any of the following shall constitute an “Event of Default” with respect to a Note: (i) default in any payment of principal of or interest on such Note (including on a redemption thereof); (ii) any Issuer or the Parent Guarantor makes any compromise arrangement with its creditors generally, including the entering into any form of moratorium with its creditors generally, (iii) a court having jurisdiction shall enter a decree or order for relief in respect of any of the Issuers or the Parent Guarantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or there shall be appointed a receiver, administrator, liquidator, custodian, trustee or sequestrator (or similar officer) with respect to the whole or substantially the whole of the assets of any such Issuer or the Parent Guarantor, as the case maybe, and any such decree, order or appointment is not removed, discharged or withdrawn within 60 days thereafter; or (iv) any of the Issuers or the Parent Guarantor shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, administrator, liquidator, assignee, custodian, trustee or sequestrator (or similar official), with respect to the whole or substantially the whole of the assets of any such Issuers or the Parent Guarantor, as the case may be, or make any general assignment for the benefit of creditors. Upon the occurrence of an Event of Default, the principal of such Note (together with interest accrued and unpaid thereon) shall become, without any notice or demand, immediately due and payable.
5. Obligation Absolute. No provision of the Issuing and Paying Agent Agreement under which the Notes are issued shall alter or impair the obligation of any Issuer, which is absolute and unconditional, to pay the principal of and interest on each Note at the times, place and rate, and in the coin or currency, herein prescribed.
6. Supplement. Any term contained in the Supplement shall supersede any conflicting term contained herein.

EXHIBIT C

Notification Letter for an Increase in the Maximum Amount

[\_\_\_\_\_], 20[\*\*\*]

To: [\*\*\*], as Dealer

cc. [\_\_\_\_\_] , as Issuing and Paying Agent

Re: Commercial Paper Program of NXP B.V., NXP Funding LLC and NXP USA, Inc.

Ladies and Gentlemen,

We refer to a commercial paper dealer agreement, dated as of November 21, 2024 (as amended, supplemented and otherwise modified from time to time, the “Dealer Agreement”), among NXP B.V., NXP Funding LLC and NXP USA, Inc., jointly as Issuers, NXP Semiconductors N.V., as Parent Guarantor, and you, as Dealer, relating to a commercial paper program with a Maximum Amount of \$[\_\_\_\_\_] as of the date hereof.

Capitalized terms used in this letter shall have the meanings ascribed to such terms in the Dealer Agreement.

In accordance with Section 1.8 of the Dealer Agreement, we hereby notify you that the Maximum Amount shall be increased from [\_\_\_\_\_] to [\_\_\_\_\_] , effective on [\_\_\_\_\_] , 20[\*\*\*], subject to the delivery to you and the Issuing and Paying Agent of the following documents:

- (i) a certificate from a duly authorized officer of each of the Issuers and the Parent Guarantor confirming that no changes have been made to the organizational documents of the Issuers or the Parent Guarantor, as applicable, since the date certified copies thereof were most recently delivered to the Dealer or, if there has been any such change, a certified copy of the related organizational documents currently in force;
- (ii) certified copies of all documents evidencing the internal authorization and approval required for such an increase in the Maximum Amount;
- (iii) an updated or supplemental Private Placement Memorandum reflecting the increase in the Maximum Amount of the Program;
- (iv) legal opinion(s) of counsel to the Issuers and the Parent Guarantor, addressed to the Dealer, in form and substance reasonably satisfactory to the Dealer; and
- (v) evidence from each nationally recognized statistical rating organization providing a rating of the Notes either (A) that such rating has been confirmed after giving effect to the increase in the Maximum Amount or (B) setting forth any change in the rating of the Notes after giving effect to the increase in the Maximum Amount.

Ex. C-1

By its execution hereof, the Issuers and the Parent Guarantor shall be deemed to represent and warrant that its representations and warranties in the Dealer Agreement are true and correct on and as of the date hereof as if made on and as of the date hereof and shall be true and correct after giving effect to the increase of the Maximum Amount.

*[Signature Page Follows]*

Ex. C-2

IN WITNESS WHEREOF, each of Issuers and the Parent Guarantor has caused this Letter to be executed as of the date and year first above written.

**ISSUERS**

**NXP B.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NXP FUNDING LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NXP USA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Acknowledged and agreed:**

**NXP SEMICONDUCTORS N.V., as Parent Guarantor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ex. C-4