

# **AGENDA FOR THE ANNUAL GENERAL MEETING OF SHAREHOLDERS 2019 OF NXP SEMICONDUCTORS N.V.**

To be held at the Conference Center of the Sheraton Amsterdam Airport Hotel, Schiphol Boulevard 101, Amsterdam, The Netherlands on Monday June 17, 2019 at 12.00 p.m. CET.

## **1 Opening**

## **2 Annual Report 2018**

- (a) Discussion of the implementation of the remuneration policy
- (b) Discussion of the dividend and reservation policy
- (c) Discussion of the 2018 statutory annual report and proposal to adopt the 2018 statutory annual accounts (*voting item*)
- (d) Proposal to discharge the executive member and non-executive members of the Board of Directors for their responsibilities in the financial year 2018 (*voting item*)

## **3 Composition of the Board of Directors**

- (a) Proposal to re-appoint Mr. Richard L. Clemmer as executive director (*voting item*)
- (b) Proposal to re-appoint Sir Peter Bonfield as non-executive director (*voting item*)
- (c) Proposal to re-appoint Mr. Kenneth A. Goldman as non-executive director (*voting item*)
- (d) Proposal to re-appoint Mr. Josef Kaeser as non-executive director (*voting item*)
- (e) Proposal to appoint Mrs. Lena Olving as non-executive director (*voting item*)
- (f) Proposal to re-appoint Mr. Peter Smitham as non-executive director (*voting item*)
- (g) Proposal to re-appoint Ms. Julie Southern as non-executive director (*voting item*)
- (h) Proposal to appoint Mrs. Jasmin Staiblin as non-executive director (*voting item*)
- (i) Proposal to re-appoint Mr. Gregory Summe as non-executive director (*voting item*)
- (j) Proposal to appoint Mr. Karl-Henrik Sundström as non-executive director (*voting item*)

## **4 Authorization of the Board of Directors to (i) issue shares or grant rights to acquire shares and (ii) restrict or exclude pre-emption rights**

- (a) Proposal to authorize the Board of Directors for a period of 18 months, with effect from this annual general meeting of shareholders (the “**2019 AGM**”) as the body that is authorized to issue ordinary shares and grant rights to acquire ordinary shares within the limits set out in the explanatory notes to this agenda item 4 (*voting item*).

- (b) Proposal to authorize the Board of Directors for a period of 18 months, with effect from the 2019 AGM as the body that is authorized to restrict or exclude pre-emption rights accruing in connection with an issue of shares or grant of rights pursuant to the authorization referred to under proposal 4 (a) (*voting item*).

**5 Approval of the NXP 2019 omnibus incentive plan (the “Plan”) and approval of the number of shares and rights to acquire shares for the Board of Directors and employees and authorization of the Board of Directors under the Plan.**

Proposal to approve the Plan as set out in the explanatory notes to this agenda item 5 and to approve the number of shares and rights to acquire shares available for awards under the Plan for selected officers, employees, non-employee directors, independent contractors, and consultants of the NXP group, which may be delivered from treasury stock or from newly issued shares, and to authorize the Board of Directors within the limits as set out in the explanatory notes to this agenda item 5 (*voting item*).

**6 Authorization to repurchase shares in the Company's capital**

Proposal to authorize the Board of Directors for a period of 18 months, with effect from the 2019 AGM, to repurchase ordinary shares within the limits as set out in the explanatory notes to this agenda item 6 (*voting item*).

**7 Cancellation of ordinary shares**

Proposal to cancel ordinary shares held or to be acquired by the Company. The number of ordinary shares that will be cancelled shall be determined by the Board of Directors (*voting item*).

**8. Re-appointment of the external auditor**

Proposal to re-appoint KPMG Accountants N.V. as the Company's external auditor for a one-year period (*voting item*).

*Agenda items indicated as "Proposal" are voting items.*

## EXPLANATORY NOTES TO THE AGENDA

### 1 Opening

Welcome and announcements

### 2 Annual Report 2018

#### Item 2 (a): Discussion of the implementation of the remuneration policy

An explanation to the implementation of the remuneration policy is given in the annual report, in particular in the report of the Board of Directors. The implementation of the remuneration policy will be further discussed at the 2019 AGM.

#### Item 2 (b): Discussion of the dividend and reservation policy

The Board of Directors has adopted a dividend policy pursuant to which the Company currently pays a cash dividend on the Company's ordinary shares on a quarterly basis. The declaration and payment of any dividend is subject to the approval of the Board of Directors and the dividend may be discontinued or reduced at any time. There can be no assurance that the Company will declare cash dividends in the future in any particular amounts, or at all.

The Company started paying a quarterly dividend - out of its freely distributable reserves – as of October 5, 2018. Current plan is to pay a stable or raising dividend, target 20-25% of Cash Flow provided by Operating Activities, and to make payments quarterly in the first month of each quarter. The quarterly dividends are made pursuant to articles 34 and 35 of the Company's articles of association.

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

#### Item 2 (c): Discussion of the 2018 statutory annual report and proposal to adopt the 2018 Statutory Annual Accounts (voting item)

The Company has prepared two sets of financial statements, one based on accounting principles generally accepted in the United States of America ("U.S. GAAP") and one based on Dutch law and International Financial Reporting Standards as adopted by the European Union (the "Statutory Annual Accounts").

For internal and external reporting purposes, the Company follows U.S. GAAP. However, as required by Dutch law, the 2018 Statutory Annual Accounts are the annual accounts that are

being submitted to the general meeting for adoption. The 2018 statutory annual report, including the 2018 Statutory Annual Accounts, as prepared in accordance with Dutch law, is published on the Company's website ([www.investors.nxp.com](http://www.investors.nxp.com)) and is also available at the principal offices of the Company.

*Item 2 (d): Proposal to discharge the executive member and non-executive members of the Board of Directors for their responsibilities in the financial year 2018 (voting item)*

It is proposed to discharge the members of the Board of Directors, in accordance with Dutch law, for the performance of their respective duties in the financial year 2018. The proposed discharge only covers the matters that are disclosed in the statutory annual report or otherwise publicly disclosed at the time the resolution to discharge is adopted.

### **3 Composition of the Board of Directors**

The current term of appointment of all members of the Board of Directors will expire at the end of the 2019 AGM.

The Board of Directors has nominated below seven members for reappointment, as well as three new members for appointment; Messrs. Johannes Huth and Eric Meurice have decided not to stand for re-election to the Board of Directors. The nominations by the Board of Directors are made in accordance with article 14.4 of the articles of association of the Company.

All appointments and reappointments – referred to under 3.a to and including 3.j - will take effect directly after the 2019 AGM and shall be for a term ending directly after the 2020 annual general meeting of shareholders (the “**2020 AGM**”).

*Item 3 (a): Proposal to re-appoint Mr. Richard L. Clemmer as executive director (voting item)*

Mr. Clemmer (1951, American) became executive director and chief executive officer on January 1, 2009. Prior to that, from December 2007, Mr. Clemmer was a member of the supervisory board of NXP B.V. and a senior advisor of Kohlberg Kravis Roberts & Co. Prior to joining NXP, he was the President and CEO of Agere Systems, served as Chairman of u-Nav Microelectronics Corporation, and was executive vice president and chief financial officer at Quantum Corporation. Prior to that, Mr. Clemmer worked for Texas Instruments Incorporated as senior vice president and semiconductor group chief financial officer. Mr. Clemmer also serves on the boards of NCR Corporation and RMG Technologies Inc., a private start-up focused on network security.

*Item 3 (b): Proposal to re-appoint Sir Peter Bonfield as non-executive director (voting item)*

Sir Peter Bonfield CBE FEng (1944, British) was appointed a non-executive director and the chairman of our board of directors in August 2010. Prior to that, Sir Peter was the chairman of the supervisory board of NXP B.V. from September 29, 2006. Sir Peter served as chief executive officer and chairman of the executive committee for British Telecom plc from 1996 to 2002 and prior to that was chairman and chief executive officer of ICL plc (now Fujitsu Services Holdings Ltd.). Sir Peter also worked in the semiconductor industry during his tenure as a

divisional director at Texas Instruments Incorporated, for whom he held a variety of senior management positions around the world. In addition, Sir Peter has served as a director of twelve large technology companies. Sir Peter currently holds a non-executive directorship at Taiwan Semiconductor Manufacturing Company Limited, is Chair of Council and Senior Pro-Chancellor at Loughborough University, Board Director at East West Institute USA and Board Mentor at CMI in Belgium. He is also Advisor to Longreach LLP in Hong Kong, Alix Partners UK LLP in London and is a Fellow of The Royal Academy of Engineering. Sir Peter is named Outstanding Director for 2019 by the Financial Times.

*Item 3 (c): Proposal to re-appoint Mr. Kenneth A. Goldman as non-executive director (voting item)*

Kenneth A. Goldman (1949, American) was appointed a non-executive director of our board of directors effective August 6, 2010. Mr. Goldman is former chief financial officer of Yahoo!, Inc. Prior to October 2012, Mr. Goldman served as senior vice president, finance and administration, and chief financial officer of Fortinet, Inc, a provider of unified threat management solutions, from September 2007 to September 2012. From November 2006 to August 2007, Mr. Goldman served as executive vice president and chief financial officer of Dexterra, Inc. From August 2000 until March 2006, Mr. Goldman served as senior vice president, finance and administration, and chief financial officer of Siebel Systems, Inc., and from December 1999 to December 2003, Mr. Goldman served on the Financial Accounting Standards Board's primary advisory group. Mr. Goldman currently serves on the board of directors of TriNet Group, Inc., GoPro, Inc., RingCentral, Inc., Zuora, Inc., and several private companies. Mr. Goldman also is a member of the Sustainability Accounting Standards Board (SASB) Foundation, and in 2015 was appointed to a three-year term on the Standards Advisory Group which advises the PCAOB. Mr. Goldman was a member of board of trustees of Cornell University from 2005 to 2013 and was designated as Emeritus Trustee. He was formerly a member of the Treasury Advisory Committee on the Auditing Profession, a public committee that made recommendations in September 2008 to encourage a more sustainable auditing profession. Mr. Goldman holds a B.S. in Electrical Engineering from Cornell University and an M.B.A. from the Harvard Business School.

*Item 3 (d): Proposal to re-appoint Mr. Josef Kaeser as non-executive director (voting item)*

Josef Kaeser (1957, German) was appointed a non-executive director of our board of directors effective September 1, 2010. Mr. Kaeser is the president and chief executive officer of Siemens AG since August 2013. Prior to this, from May 2006 to August 2013, he was member of the managing board and chief financial officer of Siemens AG. From 2004 to 2006, Mr. Kaeser served as chief strategy officer for Siemens AG and as the chief financial officer for the mobile communications group from 2001 to 2004. Mr. Kaeser has additionally held various other positions within the Siemens group since he joined Siemens in 1980. Mr. Kaeser also serves on the managing board of Siemens AG and the board of directors of Siemens Ltd., India, Daimler AG and Allianz Deutschland AG.

*Item 3 (e): Proposal to appoint Mrs. Lena Olving as non-executive director (voting item)*

Lena Olving (1956, Sweden) is President and CEO of Mycronic AB (listed on NASDAQ OMX Stockholm, Mid Cap), a Swedish high-tech company engaged in development, manufacturing

and marketing of production equipment to the electronics industry. Before joining Mycronic, in July 2013, Ms. Olving worked at Saab AB, a Defence and Security company, where she began as EVP and Chairman of Business Area Systems & Products in 2008 and continued as Deputy CEO and Chief Operating Officer in January 2010. Her earlier career also includes various positions within Volvo Car Corporation, in total 25 years, of which 5 years as President of Volvo Cars Asia Pacific and 7 years in the Executive Management Team.

Ms. Olving is a board member of Assa Abloy AB, Investment AB Latour, Munters Group AB (all public listed) and Chairman of the Board at the Royal Swedish Opera. She is member of the Swedish Corporate Governance Board and Royal Swedish Academy of Engineering Sciences Business Executives Council. Ms. Olving is also elected a member of IVA, Royal Swedish Academy of Engineering Sciences. She holds a Master of Science in Mechanical Engineering from Chalmers in Gothenburg, Sweden. In 2013 she received Gabrielsen's Award awarded to the best female candidate to become chairman of the Board in a large company, listed or unlisted. In January 2018, Ms. Olving was presented H.M. The King's Medal of the 12th size with blue ribbon for outstanding efforts within Swedish business sector. H.M. The King's Medal (1850s) is presented to Swedish and foreign citizens for special merit and to officials of the Royal Court for long and faithful service.

*Item 3 (f): Proposal to re-appoint Mr. Peter Smitham as non-executive director (voting item)*

Peter Smitham (1942, British) was appointed a non-executive director of our board of directors effective December 7, 2015. Mr. Smitham retired from his position as a partner of the private equity firm Permira on December 31, 2009, but until August 1, 2015, he was a member of Permira Advisers LLP, which he joined in 1985, the year the London office was founded. Mr. Smitham was the managing partner of the London office from 1994 until 1998 and led Permira's European business from 1996 until 2000. He has worked on numerous transactions focusing on technology, including Memec Group Holdings Limited, The Roxboro Group, Solatron Group and Technology plc. Until its merger with NXP, Mr. Smitham was a director of Freescale. He joined the Freescale board in June 2007 and was a member of the Compensation and Leadership Committee and the Nominating and Corporate Governance Committee of the Freescale board. He has a degree in Geography from Swansea University, Wales, and attended the Senior Executive Program at Stanford Business School.

*Item 3 (g): Proposal to re-appoint Ms. Julie Southern as non-executive director (voting item)*

Ms. Julie Southern (1959, British) was appointed a non-executive director of our board of directors in October 2013. She was with Virgin Atlantic Limited (UK) from 2000 to May 2013. From 2010 to 2013 Ms. Southern was chief commercial officer and from 2000 to 2010 she was chief financial officer of Virgin Atlantic. Prior to joining Virgin Atlantic, she was group finance director at Porsche Cars Great Britain and finance and operations director at W H Smith – H J Chapman & Co Ltd. Prior to that, she was a chartered accountant at Price Waterhouse Coopers. Ms. Southern currently holds non-executive directorships at Rentokil-Initial Plc, Cineworld PLC and EasyJet plc, and is Chair of the respective Audit Committees. Ms. Southern is also a non-executive director and member of the Nomination Committee and Audit Committee of Ocado Group PLC.

Item 3 (h): Proposal to appoint Mrs. Jasmin Staiblin as non-executive director (voting item)

Jasmin Staiblin (1970, German) served between 2013 and 2018 as Chief Executive Officer of Alpiq, a leading Swiss energy services provider and power producer in Europe. She successfully led the company through a major transformation in a fundamentally changing energy market. She began her career in 1997 at the ABB Group, the Swedish-Swiss global technology company, starting in ABB's group research center. From 1999 to 2005 she served in various global functions and as a member of the management team for ABB's power technologies division. She held the position of chief executive officer of ABB Switzerland from 2006 to 2012. Ms. Staiblin is a board member of Georg Fischer AG, Schaffhausen, Rolls-Royce plc, London and Zurich Insurance Group Ltd. Ms. Staiblin studied Physics and Electrical Engineering at the Karlsruhe Institute of Technology, Germany and the Royal Institute of Technology in Stockholm, Sweden. She completed her studies with a Degree in Physics and has a Master of Science in electrical engineering.

Item 3 (i): Proposal to re-appoint Mr. Gregory L. Summe as non-executive director (voting item)

Gregory L. Summe (1956 American) Mr. Summe was appointed a non-executive director of our board of directors effective December 7, 2015. Mr. Summe is the Managing Partner of Glen Capital Partners, a Boston based hedge fund, which he founded in 2014. Mr. Summe was the managing director and vice chairman of Global Buyout at The Carlyle Group, a leading global private equity firm, from 2009 to 2014. Prior to joining Carlyle, he was the chairman and chief executive officer of PerkinElmer, Inc., a global leader in Health Sciences, a company he led from 1998 to May 2009. He also served as a senior advisor to Goldman Sachs Capital Partners, from 2008 to 2009. He was a director of Freescale Semiconductor from 2010 until its merger with NXP in 2015 and served as Chairman of the Freescale board from 2014-2015 and Chairman of the Compensation and Leadership Committee prior to serving as Chairman of the Board. Prior to PerkinElmer, Mr. Summe was with AlliedSignal, now Honeywell International, serving as the president of General Aviation Avionics, president of the Aerospace Engines Group and president of the Automotive Products Group. Before joining AlliedSignal, he was the general manager of Commercial Motors at General Electric and was a partner with the consulting firm of McKinsey & Company, Inc. Mr. Summe holds B.S. and M.S. degrees in electrical engineering from the University of Kentucky and the University of Cincinnati, and an M.B.A. with distinction from the Wharton School at the University of Pennsylvania. He is in the Engineering Hall of Distinction at the University of Kentucky. Mr. Summe also serves on the board of directors of the State Street Corporation, where he is the chairman of the Nomination & Governance and Strategy committees and two private companies, Ohana Biosciences, and Pella Corporation.

Item 3 (j): Proposal to appoint Mr. Karl-Henrik Sundström as non-executive director (voting item)

Karl-Henrik Sundström (1960, Sweden) was appointed CEO of Stora Enso in August 2014. He joined Stora Enso in August 2012 as CFO and member of the Group Leadership Team. In June 2013 he took on the role as Executive Vice President for division Paper and Wood Products. Prior to joining Stora Enso, Mr. Sundström held the role as CFO of NXP Semiconductors N.V. (2008–2012). Before that, he held several managerial positions in Ericsson, including CFO. He

is member of the board of Mölnlycke and chairman of the tax delegation for Swedish Business and Commerce and member of the board of the Marcus Wallenberg Foundation. Karl-Henrik participated in an Advanced Management Program at Harvard Business School in 1997 and holds a degree in Business Administration, Finance and Accounting from the Uppsala University, Sweden.

#### **4 Authorization of the Board of Directors to (i) issue shares or grant rights to acquire shares and (ii) restrict or exclude pre-emption rights**

The Board of Directors considers it in the best interest of the Company and its stakeholders for the Board of Directors to be able to react in a timely manner when strategic business opportunities arise that require the issuance of ordinary shares. For example, this designation has been used in the past in relation to the issuance of convertible bonds in 2014. At the 2018 annual general meeting (the “**2018 AGM**”) the Board of Directors was authorized to issue shares and to grant rights to acquire shares and to exclude pre-emptive rights in connection with such issue or grant of rights for a period of 18 months. It is proposed to renew this authorization for a new period of 18 months and up to 10% of the issued share capital.

*Item 4 (a): Proposal to authorize the Board of Directors for a period of 18 months, with effect from the 2019 AGM as the body that is authorized to issue ordinary shares and grant rights to acquire ordinary shares within the limits laid down in the articles of association (voting item).*

In accordance with standard Dutch practice, it is proposed to grant an authorization to the Board of Directors to issue or grant rights to acquire a number of shares equal to 10% of the issued share capital, which authorisation can be used for general purposes.

*Item 4 (b): Proposal to authorize the Board of Directors for a period of 18 months, effective with effect from the 2019 AGM as the body that is authorized, to restrict or exclude pre-emption rights accruing in connection with an issue of shares pursuant to the authorization referred to under proposal 5 (a) (voting item).*

If less than 50% of the issued capital is represented, this proposal 5 (b) can only be adopted by a majority of at least two-thirds of the votes cast. If 50% or more of the issued capital is represented, a simple majority is sufficient to adopt this proposal.

#### **5 Approval of the NXP 2019 omnibus incentive plan (the “Plan”) and approval of the number of shares and rights to acquire shares for the Board of Directors and employees and authorization of the Board of Directors under the Plan (voting item)**

The Plan as adopted by the Board of Directors, subject to approval of the 2019 AGM, provides for an equity incentive for selected officers, employees, non-employee directors, independent contractors, and consultants of the NXP group whose contributions are essential to the growth and success of the business of the NXP group. The purposes of this Plan are to strengthen the commitment of such persons to the NXP group, motivate such persons to faithfully and diligently



perform their responsibilities, and attract and retain competent and dedicated persons whose efforts will result in the long-term growth and profitability of the NXP group. To accomplish such purposes, the Plan provides that NXP may grant options, stock appreciation rights, restricted stock, restricted stock units, stock bonuses, other stock-based awards, cash awards or any combination of the foregoing. The full text of the Plan is included as Exhibit A to these explanatory notes.

The Company proposes to the 2019 AGM to designate the Board of Directors as the body authorized to deliver from treasury stock or to issue the ordinary shares as mentioned below, and to the extent shares or rights to acquire shares are issued or granted to persons that do not qualify as employees of NXP and its subsidiaries within the meaning of section 2:96a (1) of the Dutch Civil Code, to restrict or exclude pre-emption rights accruing in connection with such issue of shares or grant of rights to acquire shares. This authorization is separate from the authorization referred to in agenda item 4, and is requested for a period of five years, starting from the 2019 AGM.

As has been the practice since the NASDAQ listing in 2010, it is the intention of the Board of Directors to deliver shares to participants in the Plan from treasury stock. However, the Board of Directors may determine that new shares need to be issued so that the maximum available number of ordinary shares and rights to acquire shares under the Plan amounts to 10% of the issued share capital of NXP as of the 2019 AGM for the abovementioned period of five years.

For further information on the share arrangements for the Board of Directors, reference is made to the current NXP remuneration policy, described in the annual report, that has been in place since the NASDAQ listing in 2010. The objective in establishing the compensation policies for our CEO, the other members of our management team and other members of our leadership, is to provide a compensation package that is aligned with our strategic goals and that enables us to attract, motivate and retain highly qualified professionals who provide leadership for NXP's success in dynamic and competitive markets. NXP seeks to accomplish this goal in a way that rewards performance and is aligned with its shareholders' long-term interests. We believe that the best way to achieve this is by linking executive compensation to individual performance targets, on the one hand, and to NXP's performance, on the other hand. Our executive compensation package therefore includes a significant variable component, consisting of an annual cash incentive, shares and stock options. Executive performance targets are determined annually, at the beginning of the year, and assessed after the year once the financial performance of the year is known by, respectively, our nominating and compensation committee, our executive director or the other members of our management team. The compensation package for our Board of Directors, including our chief executive officer, the other members of our management team and our NXP leadership is benchmarked on a regular basis against other companies in the high-tech and semiconductors industry. Since August 2010, non-executive members of the Board of Directors receive an equity grant valued at approximately US\$ 200k annually.

The termination by Qualcomm, Inc. of the purchase agreement to acquire NXP in July 2018, after a nearly two-year transaction period, warranted a modified approach regarding retention and equity plans for top management, including our CEO. In this unusual situation, the Board of Directors engaged external advisors to assist NXP in devising a compelling remuneration

package for our CEO and other senior managers. The Company and the CEO confirmed that the CEO's management services agreement, the term of which is linked to his board membership and expires each year at the annual general meeting, can be extended for a maximum term of three years until the 2021 annual general meeting. As part of such extension, the Company and the CEO agreed on (i) increasing the base salary by 5% (up to €1,2M), and (ii) increasing the on-target cash incentive percentage to 150% of the base salary. In addition, the annual equity grant was made in July 2018, referred to as the Reboot equity grant, consisting of share rights that vest over a period of three years (each year 1/3), and performance shares that have a cliff vesting over three years. The vesting and the pay-out, if any, of the performance shares is subject to certain targets are met relative to the Company's peer group in July 2021. Going forward, and as in the past, the CEO may receive annual equity grants under the Plan, the value of which will be decided by the Board of Directors upon the advice of its nomination & compensation committee.

## **6 Authorization of the Board of Directors to repurchase shares in the Company's capital (voting item)**

At the 2018 AGM, the Board of Directors was authorized to enable the Company to acquire ordinary shares in its own capital for a period of 18 months. It is proposed to renew and revise this authorization for a period of 18 months from the 2019 AGM, as set out below.

The purpose of this proposal is to create flexibility to return capital to the shareholders and to cover obligations of the Company to deliver ordinary shares. In addition to being a means to return value to shareholders, repurchases of shares in NXP's own share capital could be used by the Board of Directors to demonstrate a commitment to the NXP's business and confidence in the long-term growth of NXP, provide increased liquidity for investors and cover obligations under NXP's share-based compensation plans. In 2018 NXP returned \$5.08 billion to shareholders through previously announced share repurchases and dividend payments, reducing our diluted share count by 15 percent or 52 million shares.

The number of ordinary shares to be repurchased, if any, and the timing and manner of any repurchases will be determined after taking into consideration, amongst other things, prevailing market conditions and available resources. Under Dutch law, the number of shares held by NXP and its subsidiaries may not exceed 50% of the issued share capital.

In view of the facts that (i) most of the Company's shareholders are based in the United States of America, and most states, including Delaware where the majority of U.S. public companies are incorporated, do not have a requirement to obtain shareholder consent to repurchase shares, and (ii) the Company has the intention to continue with a substantial share buy-back program, the Board of Directors considers it desirable to propose to the shareholders to create the flexibility that is allowed under Dutch corporate law. As such, it is proposed to authorize the Board of Directors for a period of 18 months, with effect from the 2019 AGM, to repurchase ordinary shares up to the statutory limit, which repurchase may take place on the open market, through privately negotiated repurchases, in self-tender offers, or through accelerated repurchase arrangements. Such repurchases may be made at prices ranging between EUR 0.01 and a price equal to 110% of the market price of the ordinary shares on NASDAQ, the

market price being the average of the closing prices for the ordinary shares on NASDAQ on the five trading days prior to the date of the acquisition, provided that (i) for self-tender offers, the market price shall be the volume weighted average price ("VWAP") for the ordinary shares on NASDAQ during a period, determined by the Board, of no less than one trading day and no greater than five trading days prior to the expiration of the tender offer, and (ii) for accelerated repurchase arrangements, the market price shall be the VWAP for the ordinary shares on NASDAQ over the term of the arrangement.

If this authorization is granted, the existing authorization as granted in 2018 will cease to apply as per the moment this authorization takes effect.

## **7 Cancellation of ordinary shares**

It is proposed to the 2019 AGM to authorize the cancellation of any or all ordinary shares in the share capital of the Company held or repurchased by the Company under the authorization referred to under agenda item 6 resulting in a reduction of the Company's issued ordinary shares. The cancellation may be executed in one or more tranches. The number of shares that will be cancelled (whether or not in a tranche) will be determined by the Board of Directors, with a maximum equal to the number of shares that may be acquired pursuant to agenda item 6 (*voting item*).

Pursuant to the relevant statutory provisions, cancellation may not be effected earlier than two months after the resolution to cancel shares is adopted and publicly announced; this will apply for each tranche. The purpose of this proposal is to authorize the cancellation of ordinary shares held by the Company or that have been acquired in accordance with the proposal under agenda item 6, to the extent that such ordinary shares shall not be used to cover obligations under share-based remuneration or other obligations.

## **8 Re-appointment KPMG Accountants N.V. as external auditor of the Company (*voting item*)**

In 2018, the Company's external auditor was appointed for a period of one year. The Board of Directors now proposes to the 2019 AGM to re-appoint KPMG Accountants N.V. as the Company's external auditor with one year, for the financial year 2019.

**NXP SEMICONDUCTORS N.V.  
2019 OMNIBUS INCENTIVE PLAN**

**Section 1. Purpose of Plan.**

The name of the Plan is the NXP Semiconductors N.V. 2019 Omnibus Incentive Plan (the “Plan”). The purposes of the Plan are to provide an additional incentive to selected officers, employees, non-employee directors, independent contractors, and consultants of the Company or its Affiliates (as hereinafter defined) whose contributions are essential to the growth and success of the business of the Company and its Affiliates, in order to strengthen the commitment of such persons to the Company and its Affiliates, motivate such persons to faithfully and diligently perform their responsibilities, and attract and retain competent and dedicated persons whose efforts will result in the long-term growth and profitability of the Company and its Affiliates. To accomplish such purposes, the Plan provides that the Company may grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Stock Bonuses, Other Stock-Based Awards, Cash Awards or any combination of the foregoing.

**Section 2. Definitions.**

For purposes of the Plan, the following terms shall be defined as set forth below:

- (a) “Administrator” means the Board or the Committee to whom administration is delegated in accordance with Section 3 hereof.
- (b) “Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.
- (c) “Award” means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Stock Bonus, Other Stock-Based Award or Cash Award granted under the Plan.
- (d) “Award Agreement” means any written agreement, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine, consistent with the Plan. Each Participant who is granted an Award shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion.
- (e) “Base Price” has the meaning set forth in Section 8(b) hereof.
- (f) “Beneficial Owner” (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

(g) “Board” means the Board of Directors of the Company.

(h) “Cash Award” means an Award granted pursuant to Section 12 hereof.

(i) “Cause” has the meaning assigned to such term in the Award Agreement or in any individual employment, service or severance agreement with the Participant or, if any such agreement does not define “Cause,” Cause means: (i) the commission of an act of theft, fraud, serious misconduct, dishonesty or deliberate falsification of records by the Participant in the course of the Participant’s employment or service; (ii) the indictment of, or conviction of, or entering of a plea of nolo contendere by, the Participant for a crime constituting a felony (excluding any vehicular or non-duty related minor offenses) or in respect of any act of fraud or dishonesty; (iii) the commission of an act by the Participant which would make the Participant or the Company (including any of its Subsidiaries or Affiliates) subject to being enjoined, suspended, barred or otherwise disciplined for violation of federal or state securities laws, rules or regulations, including a statutory disqualification; (iv) gross negligence or willful misconduct in connection with the Participant’s performance of his or her duties in connection with the Participant’s employment by or service to the Company (including any Subsidiary or Affiliate for whom the Participant may be employed by or providing services to at the time) or the Participant’s failure to comply with any of the restrictive covenants to which the Participant is subject; (v) the Participant’s willful failure to comply with any material policies or procedures of the Company as in effect from time to time, provided that the Participant shall have been delivered a copy of such policies or notice that they have been posted on a Company website prior to such compliance failure; or (vi) the Participant’s failure to perform the material duties in connection with the Participant’s position, unless the Participant remedies the failure referenced in this clause (vi) no later than ten (10) days following delivery to the Participant of a written notice from the Company (including any of its Subsidiaries or Affiliates) describing such failure in reasonable detail (provided that the Participant shall not be given more than one opportunity in the aggregate to remedy failures described in this clause (vi)).

(j) “Change in Capitalization” means: any (i) merger, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase or other reorganization or corporate transaction or event; (ii) special or extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock, or other property), stock split, reverse stock split, subdivision or consolidation; (iii) combination or exchange of shares; or (iv) other change in corporate structure, which, in any such case, the Administrator determines, in its sole discretion, affects the Common Stock such that an adjustment pursuant to Section 5 hereof is appropriate.

(k) “Change of Control” means an event set forth in any one of the following paragraphs shall have occurred:

(i) any Person (or any group of Persons acting together which would constitute a “group” for purposes of Section 13(d) of the Exchange Act) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including any securities acquired directly from the Company or its Affiliates) representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities,

excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (I) of paragraph (iii) below;

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended;

(iii) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary with any other corporation or other entity, other than (I) a merger or consolidation (A) which results in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, more than fifty percent (50%) of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof, or (II) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; or

(iv) there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than (A) a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Company's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

(l) "Committee" means any committee or subcommittee the Board may appoint to administer the Plan. Subject to the discretion of the Board, the Committee shall be composed entirely of individuals who meet the qualifications of (i) a "non-employee director" within the meaning of Rule 16b-3 and (ii) any other qualifications required by the applicable

stock exchange on which the Common Stock is traded. If at any time or to any extent the Board shall not administer the Plan, then except as set forth in Section 3(d), the functions of the Administrator specified in the Plan shall be exercised by the Committee. Except as otherwise provided in the governing documents of the Company, any action of the Committee with respect to the administration of the Plan shall be taken by a majority vote at a meeting at which a quorum is duly constituted or unanimous written consent of the Committee's members.

(m) “Common Stock” means the ordinary shares, €0.20 par value per share, of the Company.

(n) “Company” means NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (or any successor company, except as the term “Company” is used in the definition of “Change of Control” above).

(o) “Disability” has the meaning assigned to such term in the Award Agreement or in any individual employment, service or severance agreement with the Participant or, if any such agreement does not define “Disability,” Disability means, with respect to any Participant, that such Participant, as determined by the Administrator in its sole discretion, is (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company or an Affiliate thereof.

(p) “Effective Date” has the meaning set forth in Section 19 hereof.

(q) “Eligible Recipient” means an officer, employee, non-employee director, independent contractor or consultant of the Company or any Affiliate of the Company who has been selected as an eligible participant by the Administrator.

(r) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

(s) “Exercise Price” means, with respect to any Option, the per share price at which a holder of such Option may purchase such shares of Common Stock issuable upon the exercise of such Option.

(t) “Fair Market Value” of Common Stock or another security as of a particular date shall mean the fair market value as determined by the Administrator in its sole discretion; provided, however, (i) if the Common Stock or other security is admitted to trading on a national securities exchange, the fair market value on any date shall be the closing sale price reported on such date, or if no shares were traded on such date, on the last preceding date for which there was a sale of a share of Common Stock or other security on such exchange, or (ii) if the Common Stock or other security is then traded in an over-the-counter market, the fair market value on any date shall be the average of the closing bid and asked prices for such share of

Common Stock or other security in such over-the-counter market for the last preceding date on which there was a sale of such share of Common Stock or other security in such market.

(u) “Free Standing Right” has the meaning set forth in Section 8(a) hereof.

(v) “Good Reason” has the meaning assigned to such term in the Award Agreement or in any individual employment, service or severance agreement with the Participant; provided that if no such agreement exists or if such agreement does not define “Good Reason,” Good Reason means, in the absence of the Participant’s written consent, (i) material reduction in the Participant’s base salary or target bonus unless the base salary or target bonus of similarly situated Eligible Recipients is reduced by a similar percentage or amount as part of cost reductions, restructuring, or job grade alignment affecting all of the Company (including any Subsidiary or Affiliate for whom the Participant may be employed by or providing services to at the time); or (ii) a material diminution in the Participant’s duties or responsibilities (other than as a result of the Participant’s Disability), provided that a lateral job change within the Company (including any Subsidiary or Affiliate thereof) that does not materially diminish the Participant’s duties or responsibilities shall not constitute Good Reason.

(w) “Option” means an option to purchase shares of Common Stock granted pursuant to Section 7 hereof.

(x) “Other Stock-Based Award” means an Award granted pursuant to Section 10 hereof.

(y) “Participant” means any Eligible Recipient selected by the Administrator, pursuant to the Administrator’s authority provided for in Section 3 hereof, to receive grants of Awards, and, upon his or her death, his or her successors, heirs, executors and administrators, as the case may be.

(z) “Performance Goals” means performance goals based on criteria selected by the Administrator in its sole discretion.

(aa) “Person” has the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof.

(bb) “Plan” has the meaning set forth in Section 1 hereof.

(cc) “Related Right” has the meaning set forth in Section 8(a) hereof.

(dd) “Restricted Stock” means Shares granted pursuant to Section 9 hereof subject to certain restrictions that lapse at the end of a specified period or periods.

(ee) “Restricted Stock Unit” means the right, granted pursuant to Section 9 hereof, to receive an amount in cash or Shares (or any combination thereof) equal to the Fair Market Value of a Share subject to certain restrictions that lapse at the end of a specified period or periods.

(ff) “Rule 16b-3” has the meaning set forth in Section 3(a) hereof.



(gg) “Shares” means Common Stock reserved for issuance under the Plan, as adjusted pursuant to the Plan, and any successor (pursuant to a merger, consolidation or other reorganization) security.

(hh) “Stock Appreciation Right” means the right to receive, upon exercise of the right, the applicable amounts as described in Section 8 hereof.

(ii) “Stock Bonus” means a bonus payable in fully vested shares of Common Stock granted pursuant to Section 11 hereof.

(jj) “Subsidiary” means, with respect to any Person, as of any date of determination, any other Person as to which such first Person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other Person.

(kk) “Transfer” has the meaning set forth in Section 17 hereof.

### **Section 3. Administration.**

(a) The Plan shall be administered by the Administrator and shall be administered in accordance with the requirements of Rule 16b-3 under the Exchange Act (“Rule 16b-3”), to the extent applicable.

(b) Pursuant to the terms of the Plan, the Administrator, subject, in the case of any Committee, to any restrictions on the authority delegated to it by the Board, shall have the power and authority, without limitation:

- (1) to select those Eligible Recipients who shall be Participants;
- (2) to determine whether and to what extent Awards are to be granted hereunder to Participants;
- (3) to determine the number of Shares to be covered by each Award granted hereunder;
- (4) to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award granted hereunder (including, but not limited to, (i) the restrictions applicable to Restricted Stock or Restricted Stock Units and the conditions under which restrictions applicable to such Restricted Stock or Restricted Stock Units shall lapse, (ii) the Performance Goals and periods applicable to Awards, (iii) the Exercise Price of each Option and the Base Price of each Stock Appreciation Right, (iv) the vesting schedule applicable to each Award, subject to Section 4(d) hereof, (v) the number of Shares or amount of cash or other property subject to each Award and (vi) any amendments to the terms and conditions of outstanding Awards, including, but not limited to, extending the exercise period of such Awards and accelerating the vesting schedule of such Awards);
- (5) to determine the terms and conditions, not inconsistent with the terms of the Plan, which shall govern all written instruments evidencing Awards;

(6) to determine the Fair Market Value in accordance with the terms of the Plan;

(7) to determine the duration and purpose of leaves of absence which may be granted to a Participant without constituting termination of the Participant's employment or service for purposes of Awards granted under the Plan;

(8) to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable;

(9) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or qualifying for favorable tax treatment under applicable foreign laws, which rules and regulations may be set forth in an appendix or appendices to the Plan; and

(10) to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement relating thereto), and to otherwise supervise the administration of the Plan and to exercise all powers and authorities either specifically granted under the Plan or necessary and advisable in the administration of the Plan.

(c) All decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive and binding on all Persons, including the Company and the Participants. No member of the Board or the Committee, nor any officer or employee of the Company or any Subsidiary thereof acting on behalf of the Board or the Committee, shall be personally liable for any action, omission, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any officer or employee of the Company and of any Subsidiary thereof acting on their behalf shall, to the maximum extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, omission, determination or interpretation.

(d) Notwithstanding anything set forth in the Plan to the contrary, the Administrator may, in its sole discretion, delegate its authority, in whole or in part, under this Section 3 (including, but not limited to, its authority to grant Awards under the Plan, other than its authority to grant Awards under the Plan to any Participant who is subject to reporting under Section 16 of the Exchange Act, to the extent applicable) to one or more officers or employees of the Company or its Affiliates, subject to the requirements of applicable law or any stock exchange on which the Shares are traded.

#### **Section 4. Shares Reserved for Issuance; Certain Limitations; Minimum Vesting.**

(a) The maximum number of shares of Common Stock reserved for issuance under the Plan shall be [\_\_\_\_]<sup>1</sup> shares (subject to adjustment as provided in Section 5 hereof).

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<sup>1</sup> Note to Draft: Share reserve to equal 10% of the issued shares as per the date of the annual general meeting of shareholders on June 17, 2019.

(b) Shares issued under the Plan may, in whole or in part, be authorized but unissued Shares or Shares that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise. If any Shares subject to an Award are forfeited, cancelled, exchanged or surrendered or if an Award otherwise terminates or expires without a distribution of Shares to the Participant, the Shares with respect to such Award shall, to the extent of any such forfeiture, cancellation, exchange, surrender, termination or expiration, again be available for Awards under the Plan. Shares that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with the exercise of any Option or Stock Appreciation Right under the Plan or the payment of any purchase price with respect to any other Award under the Plan, as well as any Shares exchanged by a Participant or withheld by the Company or any Subsidiary to satisfy the tax withholding obligations related to any Award under the Plan, shall not again be available for subsequent Awards under the Plan. In addition, (i) to the extent an Award is denominated in shares of Common Stock, but paid or settled in cash, the number of shares of Common Stock with respect to which such payment or settlement is made shall not again be available for grants of Awards pursuant to the Plan and (ii) shares of Common Stock underlying Awards that can only be settled in cash shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan.

(c) Any Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Stock Bonuses or Other Stock-Based Awards granted under the Plan (other than such Awards representing a maximum of five percent (5%) of the shares of Common Stock reserved for issuance under the Plan pursuant to Section 4(a) hereof (subject to adjustment as provided in Section 5 hereof)) shall be granted subject to a minimum vesting period of at least twelve (12) months following the vesting commencement date, as determined by the Administrator; provided that such minimum vesting requirement shall not apply to: (i) Awards granted to non-employee directors; (ii) Awards for which the vesting schedule is accelerated in connection with a termination of the Participant's employment or service; and (iii) Awards for which the vesting schedule is accelerated in connection with a Change in Capitalization (including a Change of Control).

## **Section 5. Equitable Adjustments.**

(a) In the event of any Change in Capitalization (including a Change of Control), an equitable substitution or proportionate adjustment shall be made, in each case, as may be determined by the Administrator, in its sole discretion, in (i) the aggregate number of shares of Common Stock reserved for issuance under the Plan, (ii) the kind and number of securities subject to, and the Exercise Price or Base Price of, any outstanding Options and Stock Appreciation Rights granted under the Plan, (iii) the kind, number and purchase price of shares of Common Stock, or the amount of cash or amount or type of other property, subject to outstanding Restricted Stock, Restricted Stock Units, Stock Bonuses and Other Stock-Based Awards granted under the Plan or (iv) the Performance Goals and performance periods applicable to any Awards granted under the Plan; provided, however, that any fractional shares resulting from the adjustment shall be eliminated. Such other equitable substitutions or adjustments shall be made as may be determined by the Administrator, in its sole discretion.

(b) Without limiting the generality of the foregoing, in connection with a Change in Capitalization (including a Change of Control), the Administrator may provide, in its

sole discretion, for the cancellation of any outstanding Award in exchange for payment in cash or other property having an aggregate Fair Market Value equal to the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, reduced by the aggregate Exercise Price or Base Price thereof, if any; provided, however, that if the Exercise Price or Base Price of any outstanding Award is equal to or greater than the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, the Board may cancel such Award without the payment of any consideration to the Participant.

(c) The determinations made by the Administrator or the Board, as applicable, pursuant to this Section 5 shall be final, binding and conclusive.

## **Section 6. Eligibility.**

The Participants under the Plan shall be selected from time to time by the Administrator, in its sole discretion, from those individuals that qualify as Eligible Recipients.

## **Section 7. Options.**

(a) General. Each Participant who is granted an Option shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, which Award Agreement shall set forth, among other things, the Exercise Price of the Option, the term of the Option and provisions regarding exercisability of the Option. The provisions of each Option need not be the same with respect to each Participant. More than one Option may be granted to the same Participant and be outstanding concurrently hereunder. Options granted under the Plan shall be subject to the terms and conditions set forth in this Section 7 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable and set forth in the applicable Award Agreement.

(b) Exercise Price. The Exercise Price of Shares purchasable under an Option shall be determined by the Administrator in its sole discretion at the time of grant, but, except as provided in the applicable Award Agreement, in no event shall the exercise price of an Option be less than one hundred percent (100%) of the Fair Market Value of the related shares of Common Stock on the date of grant.

(c) Option Term. The maximum term of each Option shall be fixed by the Administrator, provided that except as otherwise set forth in the applicable Award Agreement, in no event shall an Option be exercisable more than ten (10) years after the date such Option is granted. Each Option's term is subject to earlier expiration pursuant to the applicable provisions in the Plan and the Award Agreement.

(d) Exercisability. Each Option shall be exercisable at such time or times and subject to such terms and conditions, including the attainment of Performance Goals, as shall be determined by the Administrator in the applicable Award Agreement. The Administrator may also provide that any Option shall be exercisable only in installments, and the Administrator may waive such installment exercise provisions at any time, in whole or in part, based on such factors as the Administrator may determine in its sole discretion. Notwithstanding anything to the contrary contained herein, an Option may not be exercised for a fraction of a share.

(e) Method of Exercise. Options may be exercised in whole or in part by giving written notice of exercise to the Company specifying the number of whole Shares to be purchased, accompanied by payment in full of the aggregate Exercise Price of the Shares so purchased in cash or its equivalent, as determined by the Administrator. As determined by the Administrator, in its sole discretion, with respect to any Option or category of Options, payment in whole or in part may also be made (i) by means of consideration received under any cashless exercise procedure approved by the Administrator (including the withholding of Shares otherwise issuable upon exercise), (ii) in the form of unrestricted Shares already owned by the Participant which have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option shall be exercised, (iii) any other form of consideration approved by the Administrator and permitted by applicable law or (iv) any combination of the foregoing.

(f) Rights as Stockholder. Except as provided in the applicable Award Agreement, a Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares subject to an Option until the Participant has given written notice of the exercise thereof, has paid in full for such Shares and has satisfied the requirements of Section 16 hereof.

(g) Termination of Employment or Service. In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Options, such Options shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(h) Other Change in Employment or Service Status. An Option shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

## **Section 8. Stock Appreciation Rights.**

(a) General. Stock Appreciation Rights may be granted either alone (“Free Standing Rights”) or in conjunction with all or part of any Option granted under the Plan (“Related Rights”). Related Rights may be granted either at or after the time of the grant of such Option. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, grants of Stock Appreciation Rights shall be made, the number of Shares to be awarded, the Base Price, and all other conditions of Stock Appreciation Rights. Notwithstanding the foregoing, no Related Right may be granted for more Shares than are subject to the Option to which it relates. The provisions of Stock Appreciation Rights need not be the same with respect to each Participant. Stock Appreciation Rights granted under the Plan shall be subject to the following terms and conditions set forth in this Section 8 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable, as set forth in the applicable Award Agreement.

(b) Base Price. Except as provided in the applicable Award Agreement, each Stock Appreciation Right shall be granted with a base price that is not less than one hundred

percent (100%) of the Fair Market Value of the related shares of Common Stock on the date of grant (such amount, the “Base Price”).

(c) Rights as Stockholder. Except as provided in the applicable Award Agreement, a Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a stockholder with respect to the Shares, if any, subject to a Stock Appreciation Right until the Participant has given written notice of the exercise thereof and has satisfied the requirements of Section 16 hereof.

(d) Exercisability.

(1) Stock Appreciation Rights that are Free Standing Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement.

(2) Stock Appreciation Rights that are Related Rights shall be exercisable only at such time or times and to the extent that the Options to which they relate shall be exercisable in accordance with the provisions of Section 7 hereof and this Section 8.

(e) Consideration Upon Exercise.

(1) Upon the exercise of a Free Standing Right, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Base Price per share specified in the Free Standing Right, multiplied by (ii) the number of Shares in respect of which the Free Standing Right is being exercised.

(2) A Related Right may be exercised by a Participant by surrendering the applicable portion of the related Option. Upon such exercise and surrender, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to (i) the excess of the Fair Market Value of a share of Common Stock as of the date of exercise over the Exercise Price specified in the related Option, multiplied by (ii) the number of Shares in respect of which the Related Right is being exercised. Options which have been so surrendered, in whole or in part, shall no longer be exercisable to the extent the Related Rights have been so exercised.

(3) Notwithstanding the foregoing, the Administrator may determine to settle the exercise of a Stock Appreciation Right in cash (or in any combination of Shares and cash).

(f) Termination of Employment or Service.

(1) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Free Standing Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the Award Agreement.

(2) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Related Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the related Options.

(g) Term.

(1) The term of each Free Standing Right shall be fixed by the Administrator, provided that except as otherwise set forth in the applicable Award Agreement, in no event shall a Free Standing Right be exercisable more than ten (10) years after the date such right is granted.

(2) The term of each Related Right shall be the term of the Option to which it relates, provided that except as otherwise set forth in the applicable Award Agreement, in no event shall a Related Right be exercisable more than ten (10) years after the date such right is granted.

(h) Other Change in Employment or Service Status. Stock Appreciation Rights shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

**Section 9. Restricted Stock and Restricted Stock Units.**

(a) General. Restricted Stock and Restricted Stock Units may be issued under the Plan. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, Restricted Stock or Restricted Stock Units shall be made; the number of Shares to be awarded; the price, if any, to be paid by the Participant for the acquisition of Restricted Stock or Restricted Stock Units; the period of time prior to which Restricted Stock or Restricted Stock Units become vested and free of restrictions on Transfer (the "Restricted Period"); the Performance Goals (if any); and all other conditions of the Restricted Stock and Restricted Stock Units. If the restrictions, Performance Goals and/or conditions established by the Administrator are not attained, a Participant shall forfeit his or her Restricted Stock or Restricted Stock Units, in accordance with the terms of the grant. The provisions of Restricted Stock or Restricted Stock Units need not be the same with respect to each Participant.

(b) Restrictions and Conditions. The Restricted Stock and Restricted Stock Units granted pursuant to this Section 9 shall be subject to the following restrictions and conditions and any additional restrictions or conditions as determined by the Administrator at the time of grant or thereafter:

(1) Subject to Section 4(d) hereof, the Award Agreement may provide for the lapse of restrictions in installments and may accelerate or waive such restrictions in whole or in part based on such factors and such circumstances as set forth in the Award Agreement, including, but not limited to, the attainment of certain performance related goals, the Participant's termination of employment or service with the Company or any Affiliate thereof, or the Participant's death or Disability. Notwithstanding the foregoing, upon a Change of Control, the outstanding Awards shall be subject to Section 13 hereof.

(2) Except as provided in the applicable Award Agreement, the Participant shall generally have the rights of a stockholder of the Company with respect to shares of Restricted Stock during the Restricted Period, including the right to vote such shares and to receive any dividends declared with respect to such shares; provided, however, that except as provided in the applicable Award Agreement, any dividends declared during the Restricted Period with respect to such shares shall only become payable if (and to the extent) the underlying Restricted Shares vest. Except as provided in the applicable Award Agreement, Participants shall not have the rights of a stockholder with respect to shares of Common Stock subject to Restricted Stock Units prior to the date on which Shares are delivered to the Participant upon or following expiration of the Restricted Period.

(c) Termination of Employment or Service; Other Change in Status. The rights of Participants granted Restricted Stock or Restricted Stock Units upon either (i) termination of employment or service with the Company and all Affiliates thereof for any reason or (ii) any other change in employment status, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment or partial Disability, in each case during the Restricted Period, shall be set forth in the Award Agreement or as otherwise determined in the discretion of the Administrator.

(d) Form of Settlement. The Administrator reserves the right in its sole discretion to provide (either at or after the grant thereof) that any Restricted Stock Unit represents the right to receive the amount of cash per unit that is determined by the Administrator in connection with the Award.

#### **Section 10. Other Stock-Based Awards.**

Other forms of Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including but not limited to dividend equivalents, may be granted either alone or in addition to other Awards (other than in connection with Options or Stock Appreciation Rights) under the Plan. Any dividend or dividend equivalent awarded hereunder shall be subject to the same restrictions, conditions and risks of forfeiture as the underlying Awards and shall only become payable if (and to the extent) the underlying Awards vest. Subject to the provisions of the Plan, the Administrator shall have sole and complete authority to determine the individuals to whom and the time or times at which such Other Stock-Based Awards shall be granted, the number of shares of Common Stock to be granted pursuant to such Other Stock-Based Awards, or the manner in which such Other Stock-Based Awards shall be settled (e.g., in shares of Common Stock, cash or other property), or the conditions to the vesting and/or payment or settlement of such Other Stock-Based Awards (which may include, but not be



limited to, achievement of performance criteria) and all other terms and conditions of such Other Stock-Based Awards.

**Section 11. Stock Bonuses.**

In the event that the Administrator grants a Stock Bonus, the Shares constituting such Stock Bonus shall, as determined by the Administrator, be evidenced in uncertificated form or by a book entry record or a certificate issued in the name of the Participant to whom such grant was made and delivered to such Participant as soon as practicable after the date on which such Stock Bonus is payable.

**Section 12. Cash Awards.**

The Administrator may grant Awards that are payable solely in cash, as deemed by the Administrator to be consistent with the purposes of the Plan, and such Cash Awards shall be subject to the terms, conditions, restrictions and limitations determined by the Administrator, in its sole discretion, from time to time. Cash Awards may be granted with value and payment contingent upon the achievement of Performance Goals.

**Section 13. Change of Control Provisions.**

Except as provided in the applicable Award Agreement, in the event that (a) a Change of Control occurs and (b) either (x) an outstanding Award is not assumed or substituted in connection therewith or (y) an outstanding Award is assumed or substituted in connection therewith and the Participant's employment or service is terminated by the Company, its successor or an Affiliate thereof without Cause or by the Participant for Good Reason on or after the effective date of the Change of Control but prior to twelve (12) months following the Change of Control, then:

(a) any unvested or unexercisable portion of any Award carrying a right to exercise shall become fully vested and exercisable; and

(b) the restrictions, deferral limitations, payment conditions and forfeiture conditions applicable to an Award granted under the Plan shall lapse and such Awards shall be deemed fully vested and any performance conditions imposed with respect to such Awards shall be deemed to be achieved at the greater of target or actual performance levels.

For purposes of this Section 13, an outstanding Award shall be considered to be assumed or substituted for if, following the Change of Control, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change of Control except that, if the Award related to Shares, the Award instead confers the right to receive common stock of the acquiring entity (or such other security or entity as may be determined by the Administrator, in its sole discretion, pursuant to Section 5 hereof).

**Section 14. Amendment and Termination.**

The Board may amend, alter or terminate the Plan, but no amendment, alteration, or termination shall be made that would impair the rights of a Participant under any Award

theretofore granted without such Participant's consent. Unless the Board determines otherwise, the Board shall obtain approval of the Company's stockholders for any amendment to the Plan that would require such approval in order to satisfy any rules of the stock exchange on which the Common Stock is traded or other applicable law. The Administrator may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Section 5 hereof and the immediately preceding sentence, no such amendment shall impair the rights of any Participant without his or her consent.

#### **Section 15. Unfunded Status of Plan.**

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

#### **Section 16. Withholding Taxes.**

Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of such Participant for purposes of applicable taxes, pay to the Company, or make arrangements satisfactory to the Company regarding payment of, an amount in respect of such taxes (including any applicable social security obligations) up to the maximum statutory rates in the Participant's applicable jurisdiction with respect to the Award, as determined by the Company. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant. Whenever cash is to be paid pursuant to an Award, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any applicable withholding tax requirements related thereto as determined by the Company. Whenever Shares or property other than cash are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to either use the Company's sell to cover method as in effect from time-to-time or to otherwise remit to the Company in cash an amount sufficient to satisfy any related taxes to be withheld and applied to the tax obligations as determined by the Company; provided, that, with the approval of the Administrator, a Participant may satisfy the foregoing requirement by either (i) electing to have the Company withhold from such delivery Shares or other property, as applicable, or (ii) by delivering already owned unrestricted shares of Common Stock, in each case, having a value not exceeding the applicable taxes to be withheld and applied to the tax obligations as determined by the Company. Such already owned and unrestricted shares of Common Stock shall be valued at their Fair Market Value on the date on which the amount of tax to be withheld is determined and any fractional share amounts resulting therefrom shall be settled in cash. Such an election may be made with respect to all or any portion of the Shares to be delivered pursuant to an award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by law, to satisfy its withholding obligation with respect to any Award as determined by the Company.

**Section 17. Transfer of Awards.**

Until such time as the Awards are fully vested and/or exercisable in accordance with the Plan or an Award Agreement, no purported sale, assignment, mortgage, hypothecation, transfer, charge, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any Award or any agreement or commitment to do any of the foregoing (each, a “Transfer”) by any holder thereof in violation of the provisions of the Plan or an Award Agreement will be valid, except with the prior written consent of the Administrator, which consent may be granted or withheld in the sole discretion of the Administrator. Any purported Transfer of an Award or any economic benefit or interest therein in violation of the Plan or an Award Agreement shall be null and void ab initio, and shall not create any obligation or liability of the Company, and any Person purportedly acquiring any Award or any economic benefit or interest therein transferred in violation of the Plan or an Award Agreement shall not be entitled to be recognized as a holder of any shares of Common Stock or other property underlying such Award. Unless otherwise determined by the Administrator in accordance with the provisions of the immediately preceding sentence, an Option or Stock Appreciation Right may be exercised, during the lifetime of the Participant, only by the Participant or, during any period during which the Participant is under a legal disability, by the Participant’s guardian or legal representative.

**Section 18. Continued Employment or Service.**

Neither the adoption of the Plan nor the grant of an Award hereunder shall confer upon any Eligible Recipient any right to continued employment or service with the Company or any Affiliate thereof, as the case may be, nor shall it interfere in any way with the right of the Company or any Affiliate thereof to terminate the employment or service of any of its Eligible Recipients at any time.

**Section 19. Effective Date.**

The Plan was adopted by the Board on [\_\_\_\_\_], [\_\_\_\_] and shall become effective on the date that it is approved by the Company’s shareholders (“Effective Date”).

**Section 20. Term of Plan.**

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the Effective Date, but Awards theretofore granted may extend beyond that date.

**Section 21. Securities Matters and Regulations.**

(a) Notwithstanding anything herein to the contrary, the obligation of the Company to sell or deliver Common Stock with respect to any Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Administrator. The Administrator may require, as a condition of the issuance and delivery of certificates evidencing shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such agreements and representations, and

that such certificates bear such legends, as the Administrator, in its sole discretion, deems necessary or advisable.

(b) Each Award is subject to the requirement that, if at any time the Administrator determines that the listing, registration or qualification of Common Stock issuable pursuant to the Plan is required by any securities exchange or under any law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Common Stock, no such Award shall be granted or payment made or Common Stock issued, in whole or in part, unless such listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Administrator.

(c) In the event that the disposition of Common Stock acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act and is not otherwise exempt from such registration, such Common Stock shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Administrator may require a Participant receiving Common Stock pursuant to the Plan, as a condition precedent to receipt of such Common Stock, to represent to the Company in writing that the Common Stock acquired by such Participant is acquired for investment only and not with a view to distribution.

**Section 22. No Fractional Shares.**

No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan. The Administrator shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

**Section 23. Beneficiary.**

A Participant may file with the Administrator a written designation of a beneficiary on such form as may be prescribed by the Administrator and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Participant, the executor or administrator of the Participant's estate shall be deemed to be the Participant's beneficiary.

**Section 24. Paperless Administration.**

In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

**Section 25. Severability.**

If any provision of the Plan is held to be invalid or unenforceable, the other provisions of the Plan shall not be affected but shall be applied as if the invalid or unenforceable provision had not been included in the Plan.

**Section 26. Repayment.**

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and repayment as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

**Section 27. Foreign Private Issuer.**

As of the Effective Date and for a certain period of time thereafter, the Company will qualify as a “foreign private issuer” (as defined in Rule 405 of the Securities Act), which permits the Company to operate the Plan, and to grant Awards and issue shares of Common Stock under the Plan, under different laws, rules or regulations than those that may be expressly referenced herein. Notwithstanding any provision of the Plan or an Award Agreement to the contrary, the Plan shall only be required to be administered in compliance with applicable laws, rules and regulations. However, the Administrator, if it deems it necessary or advisable, may decide in its discretion to administer the Plan in compliance with such laws, rules and regulations as may become applicable upon the Company ceasing to qualify as a foreign private issuer.

**Section 28. Privacy.**

Upon the acceptance of an Award, each Participant shall consent to the processing, collection, storing and adapting of any personal data relating to the Participant (including name, address, personnel number, position and other applicable information) by the Company and its Affiliates, or any entity involved in any way with the administration of the Plan, for the sole purpose of the participation in the Plan. This data is processed for purposes of administering and executing the Plan in the broadest sense. The Company or any of its Affiliates may transfer such data relating to the Participant to any Affiliate or any designated person located in the United States for purposes of administering, approving and executing the Plan in the broadest sense.

**Section 29. Governing Law.**

The Plan shall be governed by and construed in accordance with the laws of The Netherlands, without giving effect its principles of conflicts of laws.

**Section 30. Titles and Headings.**

The titles and headings of the sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

**Section 31. Successors.**

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

**Section 32. Relationship to other Benefits.**

No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare, or other benefit plan of the Company or any Affiliate except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.